

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

**ILLINOIS BELL TELEPHONE COMPANY d/b/a SBC ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a SBC INDIANA,
MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC MICHIGAN,
NEVADA BELL TELEPHONE COMPANY d/b/a SBC NEVADA,
THE OHIO BELL TELEPHONE COMPANY d/b/a SBC OHIO,
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC CALIFORNIA,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY d/b/a SBC CONNECTICUT,
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC ARKANSAS, SBC KANSAS,
SBC MISSOURI, SBC OKLAHOMA AND/OR SBC TEXAS
AND/OR WISCONSIN BELL, INC. d/b/a SBC WISCONSIN**

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SUBJECT

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

between one or more of

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

and

**Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of California, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of Connecticut, Inc. d/b/a MetTel CT,
Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel DE**

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

This Interconnection and/or Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (**the Agreement**), by and between one or more of the SBC Communications Inc. owned ILEC's Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of California, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Connecticut, Inc. d/b/a MetTel CT, Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel DE ("CLEC"), (a Denmark corporation), shall apply to the state(s) of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and/or Wisconsin. .

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

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

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin is the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to Lawful unbundled network elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

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

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

1.1 General Definitions

- 1.1.1 **“Act”** means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 1.1.2 **“Access Compensation”** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates.
- 1.1.3 **“Access Service Request” (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.4 **“Accessible Letters”** are correspondence used to communicate pertinent information regarding **SBC-13STATE** to the client/End User community.
- 1.1.5 **“Advanced Services”** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **SBC-13STATE** Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.5.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 1.1.5.2 x.25-based and x.75-based packet technologies, or
 - 1.1.5.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.6 **“Affiliate”** is As Defined in the Act.
- 1.1.7 **“Alternate Billing Service” (ABS) or “Alternately Billed Traffic” (ABT)** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.8 **“Applicable Law”** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.1.9 **“As Defined in the Act”** means as specifically defined by the Act.
- 1.1.10 **“As Described in the Act”** means as described in or required by the Act.
- 1.1.11 **“Automated Message Accounting” (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.
- 1.1.12 **“Bona Fide Request” (BFR)** is the process described in the applicable Appendix Lawful UNEs.
- 1.1.13 **“Business Day”** means Monday through Friday, excluding holidays on which the applicable **SBC-owned ILEC** does not provision new retail services and products.
- 1.1.14 **“Busy Line Verification” (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.

- 1.1.15 **“CABS”** means the Carrier Access Billing System.
- 1.1.16 **“Calling Name Delivery Service” (CNDS)** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the End User’s premise between the first and second ring for display on compatible End User premises equipment.
- 1.1.17 **“Central Automatic Message Accounting (CAMA) Trunk”** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC’s switch to an **SBC-13STATE** E911 Selective Router.
- 1.1.18 **“Centralized Message Distribution System” (CMDs)** means the transport system that LECs use to exchange outcollect and Carrier Access Billing System “CABS” access messages among each other and other Parties connected to CMDs.
- 1.1.19 **“Central office switch” (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
 - 1.1.19.1 **“End Office Switch” or “End Office”** is a switching machine that **directly** terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
 - 1.1.19.2 **“Tandem Office Switch” or “Tandem(s)”** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.
- 1.1.20 **“Charge Number”** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.21 **“Claim”** means any pending or threatened claim, action, proceeding or suit.
- 1.1.22 **“Collocation”** is an arrangement is an arrangement where a CLEC leases space at an **SBC-13STATE** premises for the placement of equipment necessary for interconnection or access to **SBC-13STATE** Lawful UNEs.
- 1.1.23 **“Commercial Mobile Radio Services” (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.24 **“Commission”** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **“Commissions”** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:
 - 1.1.24.1 **the Arkansas Public Service Commission (AR-PSC);**
 - 1.1.24.2 **Public Utilities Commission of the State of California (CA-PUC);**
 - 1.1.24.3 **the Connecticut Department of Public Utility Control (DPUC);**
 - 1.1.24.4 **the Illinois Commerce Commission (IL-CC);**
 - 1.1.24.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
 - 1.1.24.6 **the Kansas Corporation Commission (KS-CC);**
 - 1.1.24.7 **the Michigan Public Service Commission (MI-PSC);**
 - 1.1.24.8 **the Missouri Public Service Commission (MO-PSC);**
 - 1.1.24.9 **the Public Utilities Commission of Nevada (NV-PUC);**
 - 1.1.24.10 **the Public Utilities Commission of Ohio (PUC-OH);**
 - 1.1.24.11 **the Oklahoma Corporation Commission (OK-CC);**
 - 1.1.24.12 **the Public Utility Commission of Texas (PUC-TX); and**
 - 1.1.24.13 **the Public Service Commission of Wisconsin (PSC-WI).**

- 1.1.25 **“Common Channel Signaling” (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 1.1.26 **“Common Language Location Identifier” (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 1.1.27 **“Consequential Damages”** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
- 1.1.28 **“Customer Usage Data”** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC-13STATE** and forwarded to CLEC.
- 1.1.29 **“Custom Local Area Signaling Service Features” (CLASS)** means certain call-management service features that are currently available from **SBC-13STATE**'s local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 1.1.30 **“Customer Name and Address Information” (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.
- 1.1.31 **“Data Interexchange Carrier” (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC-13STATE** and CLECs interconnecting with its network. This reciprocal exchange of data enables **SBC-13STATE** and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.1.32 **“Declassified” or “Declassification”** means the situation where a network element, including a network element referred to as a Lawful UNE under this Agreement, ceases to be a Lawful UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as **“Declassified.”**
- 1.1.33 **“Delaying Event”** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.1.33.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;
 - 1.1.33.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.33.3 any Force Majeure Event.

- 1.1.34 **“Dialing Parity”** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.35 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
 - 1.1.35.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.1.35.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
 - 1.1.35.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.36 **“Digital Subscriber Line” (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.
- 1.1.37 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.38 **“End Users”** means a third-party residence or business that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.1.39 **“Enhanced Service Provider” (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.40 **“Exchange Access”** is As Defined in the Act.
- 1.1.41 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.42 **“Exchange Message Interface” (EMI)** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.
- 1.1.43 **“Exchange Service”** means Telephone Exchange Service, As Defined in the Act.
- 1.1.44 **“Feature Group A” (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.
- 1.1.45 **“Feature Group D” (FGD)** is access available to all customers, providing trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for customer’s use in originating and terminating communications.
- 1.1.46 **“FCC”** means the Federal Communications Commission.
- 1.1.47 **“Fiber Meet”** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party’s responsibility or service begins and the other Party’s responsibility ends.
- 1.1.48 **“Foreign Exchange” (FX)** means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX

also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers "LECs", is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

- 1.1.49 **"Fraud Monitoring System"** means an off-line administration system that monitors suspected occurrences of ABT-related fraud.
- 1.1.50 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.1.51 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 1.1.52 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.53 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 1.1.54 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.55 **"Interconnection"** is As Defined in the Act.
- 1.1.56 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.1.57 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.58 **"InterLATA"** is As Defined in the Act.
- 1.1.59 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.60 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 1.1.61 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.
- 1.1.62 **"Jurisdictional Identification Parameter" (JIP)** is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 1.1.63 **"Lawful,"** when used in relation to unbundling, unbundled network elements, network elements and/or UNEs or activities involving UNEs, means required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.

- 1.1.64 **“Line Information Data Base” (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers.
- 1.1.65 **“Local Access Transport Area” (LATA)** is As Defined in the Act.
- 1.1.66 **“Local Exchange Carrier” (LEC)** is As Defined in the Act.
- 1.1.67 **“Local Exchange Routing Guide” (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.1.68 **“Local Calls”**, for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.
- 1.1.69 **“Local Interconnection Trunks/Trunk Groups”** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE.
- 1.1.70 **“Local Loop Transmission”, “Lawful Unbundled Local Loop”, “Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the **SBC-13STATE** Serving Wire Center.
- 1.1.71 **“Local Number Portability” (LNP)** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.72 **“Location Routing Number” (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 1.1.73 **“Local Service Provider” (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User’s service.
- 1.1.74 **“Loss” or “Losses”** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).
- 1.1.75 **“MECAB”** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum “OBF”, which functions under the auspices of the Carrier Liaison Committee “CLC of the Alliance for Telecommunications Industry Solutions “ATIS”. The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.1.76 **“MECOD”** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

- 1.1.77 **“Meet-Point Billing” (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.
- 1.1.78 **“Multiple Bill/Single Tariff”** is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 1.1.79 **“Mutual Compensation”** as defined in Appendix Reciprocal Compensation.
- 1.1.80 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.81 **“Network Element”** is As Defined in the Act.
- 1.1.82 **“North American Numbering Plan” (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.
- 1.1.83 **“Numbering Plan Area” (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 1.1.84 **“Number Portability”** is As Defined in the Act.
- 1.1.85 **“NXX” or “Central Office Code”** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.1.86 **“Ordering and Billing Forum” (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.
- 1.1.87 **“Out of Exchange LEC” (OE-LEC)** means Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of California, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Connecticut, Inc. d/b/a MetTel CT, Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel DE operating within **SBC-13STATE**'s incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC's local exchange area.
- 1.1.88 **“Out of Exchange Traffic”** is defined as local, transit, or intraLATA traffic to or from a non-SBC ILEC exchange area.
- 1.1.89 **“Party”** means either CLEC or the SBC-owned ILEC; use of the term “Party” includes each of the SBC-owned ILEC(s) that is a party to this Agreement. **“Parties”** means both CLEC and the

SBC-owned ILEC; use of the term “Parties” includes each of the SBC-owned ILEC(s) that is a party to this Agreement.

- 1.1.90 **“Permanent Number Portability” (PNP)** is a long term method of providing LNP using LRN.
- 1.1.91 **“Person”** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.
- 1.1.92 **“Physical Collocation”** is as defined in Appendix Physical Collocation.
- 1.1.93 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.
- 1.1.94 **“Point of Interconnection” (POI)** is a physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.
- 1.1.95 **“Port”** is the point of interface/access connection to the **SBC-13STATE** public switched network. This may be a switch line side interface or switch trunk side interface.
- 1.1.96 **“Rate Center Area”** means the following in each applicable area:
 - 1.1.96.1 **SBC MIDWEST REGION 5-STATE**
 - 1.1.96.1.1 **“Rate Center”** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.
 - 1.1.96.2 **SBC NEVADA**
 - 1.1.96.2.1 **“Rate Center”** denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.
 - 1.1.96.3 **SBC CALIFORNIA**
 - 1.1.96.3.1 **“Rate Center”** denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.
 - 1.1.96.4 **SBC CONNECTICUT**
 - 1.1.96.4.1 **“Rate Center”** means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.
 - 1.1.96.5 **SBC SOUTHWEST REGION 5-STATE**
 - 1.1.96.5.1 **“Rate Center”** means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs.
- 1.1.97 **“Rating Point”** means the V&H coordinates associated with a particular telephone number for rating purposes.

- 1.1.98 **“Referral Announcement”** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.99 **“Routing Point”** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.
- 1.1.100 **“SBC Communications Inc.” (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.1.101 **“SBC-2STATE”** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.102 **“SBC-4STATE”** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma, the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.1.103 **“SBC-7STATE”** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.104 **“SBC-8STATE”** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.105 **“SBC-10STATE”** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.106 **“SBC-12STATE”** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.107 **“SBC-13STATE”** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.108 **“SBC ARKANSAS”** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.1.109 **“SBC CALIFORNIA”** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.1.110 **“SBC CONNECTICUT”** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

- 1.1.111 **"SBC KANSAS"** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.1.112 **"SBC ILLINOIS"** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.1.113 **"SBC INDIANA"** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company, Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.1.114 **"SBC MICHIGAN"** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.1.115 **"SBC MIDWEST REGION 5-STATE"** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.116 **"SBC MISSOURI"** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.1.117 **"SBC NEVADA"** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.1.118 **"SBC OHIO"** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.1.119 **"SBC OKLAHOMA"** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.1.120 **"SBC SOUTHWEST REGION 5-STATE"** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.1.121 **"SBC TEXAS"** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.1.122 **"SBC WISCONSIN"** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.1.123 **"Service Provider Number Portability" (SPNP)** is synonymous with Permanent Number Portability "PNP".
- 1.1.124 **"Service Switching Point" (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.
- 1.1.125 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.
- 1.1.126 **"Signal Transfer Point" (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (**SSP**), Service Control Points (**SCP**), Signaling Points (**SP**), and other STPs in order to set up calls and to query databases for Advanced Services.
- 1.1.127 **"State Abbreviation"** means the following:
- 1.1.127.1 "AR" means Arkansas
 - 1.1.127.2 "CA" means California
 - 1.1.127.3 "CT" means Connecticut
 - 1.1.127.4 "IL" means Illinois

- 1.1.127.5 "IN" means Indiana
- 1.1.127.6 "KS" means Kansas
- 1.1.127.7 "MI" means Michigan
- 1.1.127.8 "MO" means Missouri
- 1.1.127.9 "NV" means Nevada
- 1.1.127.10 "OH" means Ohio
- 1.1.127.11 "OK" means Oklahoma
- 1.1.127.12 "TX" means Texas
- 1.1.127.13 "WI" means Wisconsin

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

1.1.129 **"Switched Exchange Access Service"** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

1.1.130 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

1.1.131 **"Telecommunications"** is As Defined in the Act.

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

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

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

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

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

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

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

1.1.139 **"Trunk-Side"** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

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

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

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

1.2 Definitions Applicable to **SBC-12STATE** Only

1.2.1 **"Main Distribution Frame" (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

1.2.2 “**Serving Wire Center**” (SWC) means a Wire Center that serves the area in which the other Party’s or a third party’s Wire Center, aggregation point, point of termination, or point of presence is located.

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

1.3 Definitions Applicable to **SBC-7STATE** Only

1.3.1 “**Line Side**” refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber’s telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.4 Definitions Applicable to **SBC MIDWEST REGION 5-STATE** Only

1.4.1 “**Line Side**” refers to the switch port toward the CLEC’s side of the equipment.

2. **INTERPRETATION, CONSTRUCTION AND SEVERABILITY**

2.1 Definitions

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

2.2 Headings Not Controlling

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

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

2.3 Referenced Documents

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

2.4 References

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

2.5 Tariff References

2.5.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the CLEC and only the **SBC-13STATE** ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

2.5.3 Wherever the term "customer" is used in connection with **SBC SOUTHWEST REGION 5-STATE**'s retail tariffs, the term "customer" means the ultimate "consumer" or the "end user" of any tariffed service.

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

2.6.3 In **SBC CONNECTICUT** only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with **SBC CONNECTICUT**, such DPUC-ordered tariffs will prevail.

2.7 Joint Work Product

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

2.8 Severability

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

2.9 Incorporation by Reference

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

2.10 Non-Voluntary Provisions

- 2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by **SBC-13STATE**, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). **SBC-13STATE** has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under Section 10.
- 2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that the PUC-OH's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

2.11 State-Specific Rates, Terms and Conditions

- 2.11.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("**state-specific terms**"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.
- 2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.
- 2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

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

- 2.12.1.1 the specific operating area(s) or portion thereof in which **SBC-13STATE** is then deemed to be the ILEC under the Act (the “**ILEC Territory**”), and only to the extent that the CLEC is operating and offering service to End Users identified to be residing in such ILEC Territory; and
- 2.12.1.2 assets that **SBC-13STATE** owns or leases and which are used in connection with **SBC-13STATE**'s provision to CLEC of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the “**ILEC Assets**”).
- 2.12.1.3 The underlying Interconnection Agreement sets forth the terms and conditions pursuant to which **SBC-12STATE** agrees to provide CLEC with access to Lawful unbundled network elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in **SBC-12STATE**'s incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that **SBC-12STATE** is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in **SBC-12STATE**'s incumbent local exchange areas. **SBC-12STATE** has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of **SBC-12STATE**'s incumbent local exchange areas. In addition, **SBC-12STATE** is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than **SBC-12STATE**'s incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in **SBC-12STATE**'s current Interconnection Agreement, and any associated provisions set forth elsewhere in CLEC's current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall only apply to the Parties and be available to CLEC for provisioning telecommunication services within an **SBC-12STATE** incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with **SBC-12STATE** has been approved by the relevant state Commission and is in effect.
- 2.12.1.4 Throughout this Agreement, wherever there are references to unbundled network elements that are to be provided by **SBC-12STATE** under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 2.12.1.3, above, and require only the provision of Lawful UNEs, regardless of whether the term “Lawful” is used as part of the reference to unbundled network elements.

2.13 Affiliates

- 2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind **SBC-13STATE**, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between **SBC-13STATE** and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein

until either **SBC-13STATE** or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supercede a currently effective interconnection agreement between any such CLEC Affiliate and **SBC-13STATE** until the expiration of such other agreement.

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

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

- 3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules"). **SBC-13STATE** will not discontinue any Lawful UNE, Interconnection arrangement, function, facility, product or service (excluding Resale Services), that **SBC-13STATE** is required to provide to CLEC under this Agreement unless and until: (i) **SBC-13STATE** provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to **SBC-13STATE**'s proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following **SBC-13STATE**'s exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Upon approval by the Commission, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within _____ calendar days and to residential End Users within _____ calendar days.
- 4.2 **SBC-12STATE** and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.
- 4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **SBC-13STATE**'s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

- 4.4 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 4.6 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:
 - 4.6.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
 - 4.6.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.
 - 4.6.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
 - 4.6.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.
 - 4.6.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
 - 4.6.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
 - 4.6.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 4.6.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
 - 4.6.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and
 - 4.6.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

- 4.6.8 This Section 4.6 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 4.7 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert the appropriate it's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or Lawful Unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services on the signature page of this Agreement and provide **SBC-13STATE** with a copy.
- 4.8 Assignment
- 4.8.1 Assignment of Contract
- 4.8.1.1 CLEC may not assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated third party without the prior written consent of **SBC-13STATE**. Any attempted assignment or transfer that is not permitted is void *ab initio*.
- 4.8.1.2 CLEC may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to its Affiliate by providing sixty (60) calendar days' advance written notice of such assignment or transfer to **SBC-13STATE**; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement, or any rights or obligations hereunder, to its Affiliate if that Affiliate is a party to a separate agreement with **SBC-13STATE** under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void *ab initio*.
- 4.8.2 Corporate Name Change and/or change in "d/b/a" only
- 4.8.2.1 Any assignment or transfer of an Agreement wherein only the CLEC name is changing, and which does not include a change to a CLEC OCN/ACNA, constitutes a CLEC Name Change. For a CLEC Name Change, CLEC will incur a record order charge for each CLEC CABS BAN. For resale or any other products not billed in CABS, to the extent a record order is available, a record order charge will apply per end user record. Rates for record orders are contained in the Appendix Pricing, Schedule of Prices. CLEC shall also submit a new Operator Service Questionnaire (OSQ) to update any OS/DA Rate Reference information and Branding pursuant to the rates terms and conditions of Appendices Resale and UNE, as applicable, at the rates specified in the Appendix Pricing, Schedule of Prices to this Agreement.
- 4.8.3 Company Code Change
- 4.8.3.1 Any assignment or transfer of an Agreement associated with the transfer or acquisition of "assets" provisioned under that Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a CLEC Company Code Change. For the purposes of Section 4.8.3.1, "assets" means any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under that Agreement. CLEC shall provide **SBC-13STATE** with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain **SBC-13STATE**'s consent. **SBC-13STATE** shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, **SBC-13STATE**'s consent to any CLEC Company Code Change is contingent upon cure of any outstanding charges owed under this Agreement and any outstanding charges associated with the "assets" subject to the CLEC Company Code Change. In addition, CLEC acknowledges that CLEC may be required to tender additional assurance of payment if requested under the terms of this Agreement.

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

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

4.8.4.1 Any assignment or transfer of any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provisioned pursuant to this Agreement without the transfer or the assignment of this Agreement shall be deemed a CLEC to CLEC Mass Migration. The CLEC that is a Party to this Agreement shall provide **SBC-13STATE** with ninety (90) calendar days advance written notice of any CLEC to CLEC Mass Migration. CLEC's written notice shall include the anticipated effective date of the assignment or transfer. The acquiring CLEC must cure any outstanding charges associated with any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service to be transferred. In addition, the acquiring CLEC may be required to tender additional assurance of payment if requested under the terms of the acquiring CLEC's agreement.

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

4.8.5 Project Coordination

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

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

4.9 When an End User changes its service provider from **SBC-13STATE** to CLEC or from CLEC to **SBC-13STATE** and does not retain its original telephone number, the Party formerly providing service to

such End User shall furnish a referral announcement (“**Referral Announcement**”) on the original telephone number that specifies the End User’s new telephone number.

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

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

4.9.2 The following applies to **SBC INDIANA** only:

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

4.9.3 The following applies to **SBC MICHIGAN** only:

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

4.9.4 The following applies to **SBC OHIO** only:

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

- 4.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party’s timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.11 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party’s consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 4.12 This Agreement contains comprehensive OSS terms and conditions; however, CLEC represents and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to Lawful UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.
- 4.13 The Parties acknowledge and agree that they do not intend to include products and services in this Agreement that do not have corresponding rates and charges. Accordingly, if this Agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that they will agree upon a rate or charge to include in this Agreement before the product or service is provided or

performed. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1 In **SBC-13STATE**, with the exception of **SBC OHIO**, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In **SBC OHIO**, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on August 9, 2006, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on August 9, 2007 (the "**Term**"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
 - 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 41; and
 - 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
 - 5.5.3 Each Party's confidentiality obligations shall survive; and
 - 5.5.4 Each Party's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide **SBC-13STATE** written confirmation if CLEC wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **SBC-13STATE**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 5.7 If written notice is not issued pursuant to Section 5.2, the rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement,

- whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request.
- 5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with **SBC-13STATE** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following **SBC-13STATE**'s receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **SBC-13STATE** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the SBC-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.10 In the event of termination of this Agreement pursuant to Section 5.9, **SBC-13STATE** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6. END USER FRAUD

- 6.1 **SBC-13STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Traffic (ABT). ABT is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABT calls: calling card, collect, and third number billed calls.
- 6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.
- 6.4 **SBC-10STATE**, **SBC CALIFORNIA**, and **SBC CONNECTICUT** will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB. **SBC CALIFORNIA** will provide such alert messages by e-mail. **SBC-10STATE** and **SBC CONNECTICUT** will provide via fax.
- 6.4.1 **SBC SOUTHWEST REGION 5-STATE** (on behalf of itself and **SBC CONNECTICUT**) and **SBC CALIFORNIA** will use a Fraud Monitoring System to determine suspected occurrences of ABT-

related fraud for CLEC using the same criteria **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** use to monitor fraud on their respective accounts.

- 6.4.2 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
- 6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.
- 6.5 In **SBC SOUTHWEST REGION 5-STATE** and **SBC CALIFORNIA** ABT-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.
- 6.6 In **SBC CALIFORNIA** 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (**TARS**). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing. For terms and conditions for TARS, see Appendix Resale.

7. ASSURANCE OF PAYMENT

- 7.1 Upon request by **SBC-13STATE**, CLEC will provide **SBC-13STATE** with adequate assurance of payment of amounts due (or to become due) to **SBC-13STATE**.
- 7.2 Assurance of payment may be requested by **SBC-12STATE** if:
 - 7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to **SBC-13STATE** for charges incurred as a CLEC; or
 - 7.2.2 in **SBC-12STATE**'s reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or
 - 7.2.3 CLEC fails to timely pay a bill rendered to CLEC by **SBC-12STATE** (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3); or
 - 7.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 7.3 Unless otherwise agreed by the Parties, the assurance of payment will, at **SBC-12STATE**'s option, consist of
 - 7.3.1 a cash security deposit in U.S. dollars held by **SBC-12STATE** ("Cash Deposit") or
 - 7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to **SBC-12STATE** naming the SBC-owned ILEC(s) designated by **SBC-12STATE** as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to **SBC-12STATE** ("Letter of Credit").
 - 7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by **SBC-12STATE**, for the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation or any

other functions, facilities, products or services to be furnished by **SBC-12STATE** under this Agreement.

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

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

7.4 To the extent that **SBC-12STATE** elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

7.5 A Cash Deposit will accrue interest, however, **SBC-12STATE** will not pay interest on a Letter of Credit.

7.6 **SBC-12STATE** may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:

7.6.1 CLEC owes **SBC-12STATE** undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

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

7.6.3 The expiration or termination of this Agreement.

7.7 If **SBC-12STATE** draws on the Letter of Credit or Cash Deposit, upon request by **SBC-12STATE**, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3.

7.8 Notwithstanding anything else set forth in this Agreement, if **SBC-12STATE** makes a request for assurance of payment in accordance with the terms of this Section, then **SBC-12STATE** shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished **SBC-12STATE** with the assurance of payment requested; provided, however, that **SBC-12STATE** will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.

7.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, **SBC-12STATE** may also invoke the provisions set forth in Section 9.5 through Section 9.7.

7.9 A cash deposit held by **SBC-12STATE** shall be returned to CLEC at the expiration of twelve months from the date the CLEC receives its first bill under this Agreement after paying the cash deposit, so long as CLEC made satisfactory payment of all charges billed under this Agreement during that twelve month period. For purposes of the preceding sentence, "satisfactory payment" shall mean that payment was made after the date the bill is due no more than one time during the twelve month period and that no payment was made by a check that was subsequently dishonored. If the CLEC does not meet these refund criteria, the deposit may be retained for an additional six months, at the end of which another

review will be made to determine whether CLEC has made satisfactory payment (as defined in the preceding sentence) of all charges within the twelve months immediately preceding that review.

- 7.10 The fact that a Cash Deposit or Letter of Credit is requested by SBC-12STATE shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 7.11 For adequate assurance of payment of amounts due (or to become due) to SBC CONNECTICUT, see the applicable DPUC ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

- 8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.
- 8.1.1 Remittance in full of all bills rendered by SBC-10STATE and SBC CALIFORNIA is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.
- 8.1.2 Remittance in full of all bills rendered by SBC NEVADA is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the “**Bill Due Date**.”
- 8.1.3 Remittance in full of all bills rendered by SBC CONNECTICUT is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the “**Bill Due Date**.”
- 8.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the “**Bill Due Date**”).
- 8.1.5 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to SBC-12STATE as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge will be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.
- 8.1.5.1 If any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than the SBC SOUTHWEST REGION 5-STATE Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SBC-8STATE intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than SBC SOUTHWEST REGION 5-STATE's CRIS will comply with the process set forth in the applicable SBC-8STATE intrastate access services tariff for that state.
- 8.1.5.2 If any charge incurred under this Agreement that is billed out of SBC SOUTHWEST REGION 5-STATE's CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to SBC SOUTHWEST REGION 5-STATE CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC SOUTHWEST REGION 5-STATE intrastate retail tariff governing Late Payment Charges to SBC SOUTHWEST REGION 5-STATE's retail End Users that are

business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of **SBC SOUTHWEST REGION 5-STATE**'s CRIS will be governed by the **SBC SOUTHWEST REGION 5-STATE** intrastate retail tariff governing Late Payment Charges to **SBC SOUTHWEST REGION 5-STATE**'s retail End Users that are business End Users in that state.

- 8.1.5.3 If any charge incurred under this Agreement that is billed out of any **SBC MIDWEST REGION 5-STATE** billing system is Past Due, the unpaid amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.
- 8.2 If any charge incurred by **SBC-13STATE** under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-13STATE** intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 8.3 CLEC shall make all payments to **SBC-12STATE** via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC-12STATE**. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX transaction set. CLEC and **SBC-12STATE** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by **SBC-12STATE** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC-12STATE** is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 8.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.
- 8.3.2 CLEC must make all payments to **SBC CONNECTICUT** in "immediately available funds." All payments to **SBC CONNECTICUT** must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC CONNECTICUT**. If CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC must use the CCD+ or the CTX transaction set. CLEC and **SBC CONNECTICUT** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by **SBC CONNECTICUT** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC CONNECTICUT** is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 8.4 If any portion of an amount due to a Party (the "**Billing Party**") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "**Non-Paying Party**") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("**Disputed Amounts**") and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to communicate disputes to the Billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts

[other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.

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

8.6 Requirements to Establish Escrow Accounts.

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

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

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

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

8.6.2 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

8.6.2.1 The escrow account must be an interest bearing account;

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

8.6.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;

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

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

8.6.2.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not sufficient to properly authorize any disbursement); or

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

8.6.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7.

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

8.6.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.

8.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:

8.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;

8.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;

- 8.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
- 8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.5.
- 8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.1.1 and Section 8.7.1.3 are completed within the times specified therein.
- 8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.
- 8.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 8.9.1 Each additional copy of any bill provided for billing from **SBC SOUTHWEST REGION 5-STATE**'s CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.
- 8.9.2 Bills provided to CLEC from **SBC SOUTHWEST REGION 5-STATE**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.
- 8.10 Exchange of Billing Message Information
- 8.10.1 **SBC-13STATE** will provide CLEC a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Lawful Unbundled Network Element usage sensitive services provided hereunder ("Customer Usage Data"). Such Customer Usage Data will be provided by **SBC-13STATE** in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each SBC-owned ILEC. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Lawful Unbundled Network Element to the extent that similar usage sensitive information is provided to retail End Users of **SBC-13STATE** within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by **SBC-13STATE** in connection with Resale Services and Lawful Unbundled Network Elements provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC-13STATE** will be included in implementation requirements documentation.
- 8.10.2 To establish file transmission for the Daily Usage File, CLEC must provide to **SBC-13STATE** a separate written request for each state no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 8.10.3 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by **SBC-13STATE** through Resale will be forwarded to CLEC as rated call detail on the DUF.
- 8.10.4 **SBC SOUTHWEST REGION 5-STATE** will bill CLEC for Usage Extract furnished by **SBC SOUTHWEST REGION 5-STATE** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information Data (Daily Usage) per message" or Provision of Message Detail a.k.a. Daily Usage File (DUF)."
- 8.10.5 Interexchange call detail on Resale Services that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail End Users, will be returned

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

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

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

- 9.1 If a Party is furnished Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.
- 9.2 Failure to pay charges shall be grounds for disconnection of Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("**Unpaid Charges**"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.
- 9.2.1 **SBC INDIANA** will also provide any written notification to the Indiana Utility Regulatory Commission as required by rule 170 IAC 7-6.
- 9.2.2 **SBC KANSAS** will also provide any written notification to the Kansas Corporation Commission as required by Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.2.3 **SBC MISSOURI** will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.
- 9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:
- 9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("**Disputed Amounts**") and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and
- 9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and
- 9.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.6; and
- 9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.6 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.6 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.
- 9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.

9.5 **SBC-12STATE**

9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.6 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:

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

9.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement.

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

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

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

9.6 **SBC MIDWEST REGION 5-STATE** only

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

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

9.6.1.2 discontinue providing any Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.

9.6.1.2.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by **SBC INDIANA** will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.

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

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

9.7 **SBC-7STATE** only

9.7.1 Any demand provided by **SBC-7STATE** to CLEC under Section 9.5.1 will further specify that upon disconnection of CLEC, **SBC-7STATE** will cause CLEC's End Users that are provisioned through Resale Services to be transferred to **SBC-7STATE** local service.

- 9.7.1.1 A copy of the demand provided to CLEC under Section 9.7.1 will be provided to the Commission.
- 9.7.2 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,
 - 9.7.2.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
 - 9.7.2.2 disconnect any Interconnection, Resale Services, Lawful Unbundled Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.
 - 9.7.2.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by **SBC KANSAS** will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.7.3 On the same date that Resale Services to CLEC are disconnected, **SBC-7STATE** will transfer CLEC's End Users provisioned through Resale Services to **SBC-7STATE**'s local service. To the extent available at retail from **SBC-7STATE**, the Resale End Users transferred to **SBC-7STATE**'s local service will receive the same services that were provided through CLEC immediately prior to the time of transfer; provided, however, **SBC-7STATE** reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.
 - 9.7.3.1 Notwithstanding any inconsistent provisions in this Agreement, the transfer of Resale End Users to **SBC MISSOURI** will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.
 - 9.7.3.2 **SBC-7STATE** will inform the Commission of the names of all Resale End Users transferred through this process.
 - 9.7.3.3 Conversion charges and service establishment charges for transferring Resale End Users to **SBC-7STATE** as specified in Section 9.7.3 will be billed to CLEC.
 - 9.7.3.4 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 9.7.2. **SBC-7STATE** has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the transfer of any Resale End Users to **SBC-7STATE** local service in connection with such disconnection.
- 9.7.4 Within five (5) calendar days following the transfer, **SBC-7STATE** will notify each transferred Resale End User that because of CLEC's failure to pay **SBC-7STATE**, the End User's local service is now being provided by **SBC-7STATE**. This notice will also advise each transferred Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new Local Service Provider.
 - 9.7.4.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Missouri Resale End Users will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.
 - 9.7.4.1.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Kansas Resale End Users will comply with Kansas Corporation Commission Order No. 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.7.5 The transferred Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 9.7.3.3.
- 9.7.6 If any Resale End User transferred to **SBC-7STATE**'s local service under Section 9.7.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer, **SBC-7STATE** may terminate the transferred Resale End User's service.

9.7.6.1 **SBC-7STATE** will notify the Commission of the names of all transferred Resale End Users whose local service was terminated pursuant to Section 9.7.5.

9.7.6.2 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide local service to any transferred Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such transferred Resale End Users under Applicable Law; provided, however,

9.7.6.2.1 in **SBC CALIFORNIA** only, following expiration of the selection period and disconnection of such transferred Resale End Users, where facilities permit, **SBC CALIFORNIA** will furnish transferred and subsequently disconnected local residential End Users with "quick dial tone."

9.8 **SBC CONNECTICUT** only

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

9.9 **Limitation on Back-billing and Credit Claims:**

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

9.9.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement.

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

10. DISPUTE RESOLUTION

10.1 Finality of Disputes

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

10.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.

10.2 Alternative to Litigation

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

10.3 Commencing Dispute Resolution

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

10.3.1.1 Service Center (**SBC MIDWEST REGION 5-STATE**), LSC (**SBC-7STATE**) or LEC-C (**SBC CONNECTICUT**);

10.3.1.2 Informal Dispute Resolution; and

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

10.4 LSC/Service Center/LEC-C Dispute Resolution - the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to **SBC-13STATE** for Disputed Amounts must be made on the "13 Billing Claims Dispute Form".

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center **SBC MIDWEST REGION 5-STATE** Service Center; **SBC-7STATE** Local Service Center (LSC); **SBC CONNECTICUT** Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish **SBC-13STATE** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 10.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.6 of this Agreement and deposited all Unpaid Charges relating to Resale Services and Lawful Unbundled Network Elements into that escrow account. Failure to provide the information and evidence required by this Section 10.4.1 not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CLEC's irrevocable and full waiver of its right to dispute the subject charges.

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

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

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

calendar days, CLEC will notify SBC-13STATE of the status of the dispute and the expected resolution date.

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

10.5 Informal Resolution of Disputes

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

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 10.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 10.3.

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

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

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

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

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

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

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

Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in **Dallas, Texas (SBC SOUTHWEST REGION 5-STATE)**; **Chicago, Illinois (SBC MIDWEST REGION 5-STATE)**; **San Francisco, California (SBC CALIFORNIA)**; **Reno, Nevada (SBC NEVADA)**; or **New Haven, Connecticut (SBC CONNECTICUT)**, as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

11. AUDITS – Applicable in SBC-12STATE only

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

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

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

- 11.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End Users of Audited Party.
- 11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the SBC-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.
- 11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 11.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 11.1. Any additional audit shall be at the requesting Party's expense.
- 11.2 Audits - **SBC CONNECTICUT** only
- 11.2.1 Except as provided in Appendix Compensation, **SBC CONNECTICUT** shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by **SBC CONNECTICUT**, CLEC and all other CLECs doing business with **SBC CONNECTICUT** under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of **SBC CONNECTICUT**'s billing and invoicing.
- 11.2.2 **SBC CONNECTICUT** will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate **SBC CONNECTICUT** employees, books, records and other documents reasonably necessary to perform the audit.
- 11.2.3 **SBC CONNECTICUT** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SBC CONNECTICUT** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SBC CONNECTICUT** will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from **SBC**

CONNECTICUT, however, **SBC CONNECTICUT** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SBC CONNECTICUT**.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

13. LIMITATION OF LIABILITY

- 13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount **SBC-13STATE** or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.
- 13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.
- 13.4 Neither CLEC nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions;

provided that the foregoing shall not limit a Party's obligation under Section 14 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("**Indemnifying Party**") hereby releases and holds harmless the other Party ("**Indemnitee**") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.

- 13.5 **SBC-13STATE** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services when used in an explosive atmosphere.
- 13.6 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.
- 13.7 **SBC-13STATE** shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.
- 13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

14. INDEMNITY

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

- Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 14.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "**Indemnifying Party**") shall defend and indemnify the other Party (the "**Indemnified Party**") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.
- 14.4 A Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party ("**Indemnified Party**") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services provided under this Agreement involving:
- 14.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.
- 14.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement.
- 14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:
- 14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products or services; provided under this Agreement; and
- 14.4.1.2.2 no infringement would have occurred without such modification.
- 14.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**CALEA**); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.
- 14.5 CLEC acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC-13STATE**'s Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

- 14.5.1 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI *for Declaratory Ruling*. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.
- 14.5.1.1 **SBC-13STATE** agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each Lawful UNE necessary for CLEC to use such Lawful UNE in the same manner as **SBC-13STATE**.
- 14.5.1.2 **SBC-13STATE** shall have no obligation to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any Lawful UNE in a different manner than used by **SBC-13STATE**.
- 14.5.1.3 To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains Intellectual Property licenses, **SBC-13STATE** shall reveal to CLEC the name of the vendor, the Intellectual Property rights licensed to **SBC-13STATE** under the vendor contract and the terms of the contract (excluding cost terms). **SBC-13STATE** shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.
- 14.5.1.4 All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 14.5.1.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the Lawful UNE to which the Intellectual Property rights relate and apportioned to all requesting carriers using that Lawful UNE including **SBC-13STATE**.
- 14.5.2 **SBC-13STATE** hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning CLEC's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) in **SBC-13STATE**'s network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with Lawful UNEs are vendor licenses and warranties and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.
- 14.5.3 **SBC-13STATE** does not and shall not indemnify, defend or hold CLEC harmless, nor be responsible for indemnifying or defending, or holding CLEC harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to CLEC's Interconnection with **SBC-13STATE**'s network and unbundling and/or combining **SBC-13STATE**'s Lawful Unbundled Network Elements (including combining with CLEC's Network Elements) or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with Lawful UNEs shall be vendor's indemnities and are a part of the Intellectual Property rights **SBC-13STATE** agrees in Section 14.5.1.1 to use its best efforts to obtain.
- 14.6 CLEC shall reimburse **SBC-13STATE** for damages to **SBC-13STATE**'s facilities utilized to provide Interconnection or Lawful UNEs hereunder caused by the negligence or willful act of CLEC, its agents or subcontractors or CLEC's End User or resulting from CLEC's improper use of **SBC-13STATE**'s facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than **SBC-13STATE**. Upon reimbursement for damages, **SBC-13STATE** will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by **SBC-13STATE** for the damages to the extent of such payment.

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

14.8 Indemnification Procedures

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

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

14.8.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

14.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

14.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

14.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

14.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

14.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

14.8.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be

available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.

15. PERFORMANCE MEASURES

- 15.1 Attachment Performance Measures provides monetary payments for failure to meet specified performance standards. The provisions of that Attachment constitute the sole obligation of **SBC-13STATE** to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

16. INTELLECTUAL PROPERTY

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

17. NOTICES

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

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

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

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in sections 17.1.1, 17.1.2, or 17.1.3.

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	SBC-13STATE CONTACT
NAME/TITLE	David Aronow, President	Contract Management ATTN: Notices Manager
STREET ADDRESS	44 Wall Street, 6 th floor	311 S. Akard, 9 th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	New York, NY 10005	Dallas, TX 75202-5398
FACSIMILE NUMBER	212-635-5074	214-464-2006

- 17.1.7 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

- 17.2 **SBC-13STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.
- 17.3 In the **SBC-13STATE**'s Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.
- 17.4 In **SBC-13STATE** CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.
- 17.5 **SBC SOUTHWEST REGION 5-STATE only:**
- 17.5.1 **SBC SOUTHWEST REGION 5-STATE** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Lawful Unbundled Network Elements under this Agreement; CLEC shall provide **SBC SOUTHWEST REGION 5-STATE** with a toll free facsimile number for notices from **SBC SOUTHWEST REGION 5-STATE** relating to requests for Resale Services and Lawful Unbundled Network Elements under this Agreement.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

19. NO LICENSE

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

20. CONFIDENTIALITY

- 20.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.
- 20.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
- 20.2.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party;
or
- 20.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

- 20.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
- 20.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- 20.2.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
- 20.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
- 20.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

21. INTERVENING LAW

- 21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA*, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), **SBC-13STATE** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Except to the extent that **SBC-13STATE** has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an **SBC-13STATE** state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to **SBC-13STATE's** right to exercise its option at any time to adopt on a date specified by **SBC-13STATE** the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party

("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

22. GOVERNING LAW

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

23. REGULATORY APPROVAL

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

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to **SBC-12STATE** only

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

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

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

24.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission.

24.2 Applies to **SBC CONNECTICUT** only

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

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

25. COMPLIANCE AND CERTIFICATION

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

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

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

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

26. LAW ENFORCEMENT

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

26.1.1 Intercept Devices:

26.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

26.1.2 Subpoenas:

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

26.1.3 Emergencies:

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

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

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

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

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

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

29. INTENTIONALLY LEFT BLANK

30. SUBCONTRACTING

30.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

- 30.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 30.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 30.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 30.5 Any subcontractor that gains access to Customer Proprietary Network Information ("**CPNI**") or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 31.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 31.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, **SBC-13STATE** shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**, or (iii) the presence at the work location of an Environmental Hazard for which **SBC-13STATE** is responsible under Applicable Law or a Hazardous Substance introduced into the work location by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**.
- 31.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at **SBC-13STATE**'s request, indemnify, defend, and hold harmless **SBC-13STATE**, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.
- 31.4 For the purposes of this agreement, "Hazardous Substances" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and

- (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.
- 31.5 For the purposes of this agreement, "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 31.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into (i) the work location, or (ii) other environmental media, including but not limited to, the air, ground or surface water, or soil.

32. FORCE MAJEURE

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

33. TAXES

- 33.1 Each Party purchasing Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 33.2 CLEC acknowledges and agrees that it is required to comply with Chapter 283 of the Texas Local Government Code, as it may be amended from time to time, and the reporting and compensation requirements of Subchapter R of the P.U.C. Substantive Rules – Chapter 26, Applicable to Telecommunications Service Providers, as they may be amended from time to time. With respect to municipal fees charged pursuant to Chapter 283, Tex. Loc. Gov't Code, CLEC agrees that it will directly report its access lines to the Texas Public Utility Commission, will remit the related payments to municipalities, and will otherwise comply with Chapter 283 and applicable P.U.C rules, as they may be amended from time to time.

- 33.3 With respect to any purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.
- 33.4 With respect to any purchase hereunder of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 33.5 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 33.6 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.
- 33.7 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 33.8 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Lawful Unbundled Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification

- agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 33.9 With respect to any Tax or Tax controversy covered by this Section 33, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.
- 33.10 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 17 hereof.

34. NON-WAIVER

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

35. NETWORK MAINTENANCE AND MANAGEMENT

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

35.6 Neither Party shall use any Interconnection, Resale Service, Lawful Unbundled Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of SBC-13STATE, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

36. SIGNALING

36.1 SBC-13STATE will provide SS7 signaling pursuant to applicable access tariff.

37. CUSTOMER INQUIRIES

37.1 Except as otherwise required by Section 24.1, each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

37.2 Except as otherwise required by Section 24.1, each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

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

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

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

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

38. EXPENSES

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

38.2 SBC-12STATE and CLEC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement. Prior to the filing of this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing this Agreement. Prior to the filing of each and every Amendment filed in connection with this Agreement in the State of Nevada, CLEC will submit a check in the amount of \$200.00, payable to **Public Utilities Commission of Nevada**, to cover its portion of the expenses incurred with filing of each amendment filed in connection with this Agreement. Upon receipt of CLEC's check, the Agreement will be processed for filing with the Commission.

39. CONFLICT OF INTEREST

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

40. SURVIVAL

- 40.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 5.5; Section 5.6, Section 7.3; Section 8.1; Section 8.4; Section 8.5; Section 8.6; Section 8.7; Section 8.8; Section 10, Section 11; Section 13; Section 14; Section 15; Section 16.1; Section 18; Section 19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

41. SCOPE OF AGREEMENT

- 41.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.
- 41.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

42. AMENDMENTS AND MODIFICATIONS

- 42.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commissions; and such amendment will not require refunds, true-up or retroactive crediting or debiting prior to the approval of the Amendment. **SBC-12STATE** and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.
- 42.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

43. APPENDICES INCORPORATED BY REFERENCE

- 43.1 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)
- 43.1.1 **SBC-13STATE** shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.
- 43.2 COLLOCATION -- SECTION 251(c)(6)
- 43.2.1 Collocation will be provided pursuant to the applicable Appendix Collocation, which is attached hereto and incorporated herein by reference.
- 43.3 DIALING PARITY -- SECTION 251(b)(3)
- 43.3.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.
- 43.3.2 **SBC-12STATE** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

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

43.4.1 **SBC-13STATE** shall provide to CLEC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

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

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

43.6 OTHER SERVICES

43.6.1 911 and E911 Services

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

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

43.6.1.2.1 The Parties agree that CLEC will not have to establish 911 trunking or interconnection to Ameritech's 911 Selective Routers, and therefore **SBC-13STATE** shall not provide 911 services for those information service applications in which CLEC does not offer its end users the ability to place outgoing voice calls provided that; and

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

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

43.6.1.2.4 CLEC agrees to indemnify and hold **SBC-13STATE** harmless from the consequences of CLEC's decision to not interconnect with **SBC-13STATE**'s 911 Selective Routers. The provisions of General Terms and Conditions Section 14 shall apply to such indemnification.

43.6.3 Directory Assistance (DA)

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

43.6.4 Hosting

43.6.4.1 At CLEC's request, **SBC-10STATE** shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from CLEC for

distribution to the appropriate billing and/or processing location or for delivery to CLEC of such data via **SBC-10STATE**'s internal network or the nationwide CMDS network pursuant to the applicable Appendix HOST, which **is/are** attached hereto and incorporated herein by reference.

43.6.5 Operator Services (OS)

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

43.6.6 Publishing and Directory

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

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

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

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

43.6.8.1 **SBC-13STATE** shall provide to CLEC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which **is/are** attached hereto and incorporated herein by reference.

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

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

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

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

44. AUTHORITY

- 44.1 Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that SBC Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for that SBC-owned ILEC. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.
- 44.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Denmark and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder

and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

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

45. COUNTERPARTS

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

46. ENTIRE AGREEMENT

46.1 SBC-12STATE

46.1.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

46.2 SBC CONNECTICUT

46.2.1 The rates, terms and conditions contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties pre-dating the execution of this Agreement; provided, however, that none of the rates, terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

SBC-13STATE Agreement
Signatures

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

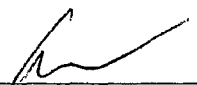
CLEC's STATE-SPECIFIC: TX

FACILITIES-BASED OCN # 0241

RESALE OCN # 2372

ACNA MTV

Metropolitan Telecommunications of Arkansas, Inc.
d/b/a MetTel DE, Metropolitan Telecommunications
of California, Inc. d/b/a MetTel DE, Metropolitan
Telecommunications of Connecticut, Inc. d/b/a
MetTel CT, Metropolitan Telecommunications of
Illinois, Inc. d/b/a MetTel DE, Metropolitan
Telecommunications of Indiana, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of Kansas, Inc.
d/b/a MetTel DE, Metropolitan Telecommunications
of Michigan, Inc. d/b/a MetTel DE, Metropolitan
Telecommunications of Missouri, Inc. d/b/a MetTel
DE, Metropolitan Telecommunications of Nevada,
Inc. d/b/a MetTel DE, Metropolitan
Telecommunications of Ohio, Inc. d/b/a MetTel DE,
Metropolitan Telecommunications of Oklahoma, Inc.
d/b/a MetTel DE, Metropolitan Telecommunications
of Texas, Inc. d/b/a MetTel DE, Metropolitan
Telecommunications of Wisconsin, Inc. d/b/a MetTel
DE

Signature: 

Name: David Amon
(Print or Type)

Title: President
(Print or Type)

Date: 5-13-01

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
Michigan, Nevada Bell Telephone Company d/b/a
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 by SBC
Operations, Inc., its authorized agent

Signature: 

Name: Mike Auinbauh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: JUN 01 2003

APPENDIX COORDINATED HOT CUT (CHC)

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APPENDIX COORDINATED HOT CUT (CHC)

1. INTRODUCTION

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

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.4 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.5 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.7 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 **“Conversion of Service”** is defined as the matching of the disconnect of one telecommunications product or service with the installation of another telecommunications product or service.
- 1.9 **“Designated Installation”** is defined as an installation of service occurring at a specific time of day as specified by CLEC.

2. CHC SERVICE DESCRIPTION

- 2.1 Coordinated Hot Cut (CHC) Service is an optional manual service offering that permits CLEC to request a designated installation and/or conversion of service during, or after, normal business hours..
- 2.2 CLEC will initiate the beginning of a CHC by contacting the appropriate coordination center. This special request enables CLEC to schedule and coordinate particular provisioning requirements with the **SBC-13STATE**.
- 2.3 **SBC-13STATE** may limit the number of service orders that can be coordinated based on workload and resources available. SBC shall approve CHC requests on a non-discriminatory basis, by requesting carrier, and on a first come, first served basis.

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

3. CHC PRICING

- 3.1 CHC is a time sensitive labor operation. Total charges are determined by a number of factors including the volume of lines, day of the week, and the time of day requested for the cut over.
- 3.2 When CLEC orders CHC service, **SBC-13STATE** shall charge and CLEC agrees to pay for CHC service at the "additional labor" or "Time and Material" rates set forth in the following applicable Tariffs or Appendix Pricing, Schedule of Prices:
- 3.2.1 **SBC MIDWEST REGION 5-STATE** - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)¹
- 3.2.2 **SBC NEVADA** – PUCN, Section C13A, 13.2.6(c)
- 3.2.3 **SBC CALIFORNIA** – Access Tariff 175-T, Section 13.2.6(c)
- 3.2.4 **SBC SOUTHWEST REGION 5-STATE** – Appendix Pricing, Schedule of Prices, "Time and Materials Charges"
- 3.2.5 **SBC CONNECTICUT** – Connecticut Access Service Tariff, Section 18.1(3)
- 3.3 In the event the **SBC-13STATE** fails to meet a CHC Service commitment for reasons within the control of **SBC-13STATE**, SBC will not charge CLEC a CHC Service charge. However, in the event SBC misses a CHC Service commitment due to CLEC, its agent or end user reasons, the Coordinated Hot Cut (CHC) Service charge will still apply. For example, if CLEC requests any change to an order with CHC Service including, but not limited to, **SBC-13STATE**'s inability to gain access to CLEC's end user's premises, or CLEC/end user is not ready to proceed with the order, the CHC charge will apply and **SBC-13STATE** is no longer obligated to ensure a CHC is on that order.

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

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

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

1.1 Process

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

1.2 Scope

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

1.3 Purpose

- 1.3.1 Physical Collocation is available to telecommunications carriers for the placement of telecommunications equipment as provided for in this Appendix solely for the purposes of (i) transmitting and routing Telephone Exchange service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to **SBC-13STATE**'s Lawful Unbundled Network Elements (UNEs) pursuant to 47 U.S.C. § 251(c)(3) of the Act including lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The terms "Telephone Exchange Service", "Exchange Access" and "Network Element" are used as defined in 47 U.S.C. § 153(47), 47 U.S.C. § 153(16), and 47 U.S.C. § 153(29) of the Act, respectively.
- 1.4 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which telecommunications carrier will obtain Physical Collocation from **SBC-13STATE** pursuant to 47 U.S.C. § 251(c)(6). For the term of the Agreement, **SBC-13STATE** will process any order for any 251(c)(6) Physical Collocation submitted by Collocator, as being submitted under this Appendix and, further, will convert any 251(c)(6) Physical Collocation provided under tariff ("Billing Conversions") prior to the effective date of the Agreement, to this Appendix, effective as of the Effective Date of the Agreement. The Billing Conversions shall only involve changes in the applicable pricing, and **SBC-13STATE** will not impose any charge(s) to perform such Billing Conversion(s).
- 1.4.1 Prospective Effect.
- 1.4.1.1 Except as may otherwise be provided within this Appendix, any Billing Conversion made pursuant to Section 1.4 shall be effective on a prospective basis only, including for non-recurring and recurring charges. The rates implemented via this interconnection agreement shall apply to all existing collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such collocation arrangement.. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring collocation area modification or application charges.
- 1.4.1.2 In the event that any order for any 251(c)(6) Physical Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any non-recurring charges then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement)

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

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

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** - Denotes the space within an Eligible Structure that has sufficient telecommunications infrastructure systems, including power that can be designated for Physical Collocation. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** - Where Physical Collocation space within **SBC-13STATE** Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and **SBC-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **SBC-13STATE**'s Central Office or Eligible Structure.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on **SBC-13STATE** property (Adjacent On-site) or non-**SBC 13-STATE** property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.5 **Augment** - A request from a Collocator to add or modify space, equipment, and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Cross-Connect** - A service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
- 2.7 **Direct Connection** - Sometimes inappropriately called a cross-connect, this is a cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the Eligible Structure (see Cross Connect, 2.6).
- 2.8 **Custom Work Charge** - Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).
- 2.9 **Day** - For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five (5) days, day denotes business day.
- 2.10 **Delivery Date** - The date on which **SBC-13STATE** provides the requested collocation space constructed in accordance with the requesting carrier's application, and turns the functional space over to the requesting carrier. The space is functional when **SBC-13STATE** has completed all it has to do and is not dependent on when or whether the Collocator has completed its work.
- 2.11 **Dedicated Space** - Denotes the space assigned for the Collocator's Physical Collocation arrangement located in **SBC-13STATE** Eligible Structure.

- 2.12 **Effective Billing Date** – The date **SBC-13STATE** completed its work as required by the Collocator's accurate and complete application and made the Physical Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.13 **Eligible Structure** - Eligible Structure refers to **SBC-13STATE**'s Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by **SBC-13STATE** that house its network facilities, and all structures that house **SBC-13STATE**'s facilities on public rights-of-way.
- 2.14 **Extraordinary Charges** - Those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Appendix. Extraordinary costs are one-time expenses **SBC-13STATE** incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or **SBC-13STATE** as defined in Section 17.6
- 2.15 **Inactive Space** - Denotes the space within the central office that can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within central offices only; other Eligible Structures such as CEVs, Huts, and Vaults are considered Active Collocation Space.
- 2.16 **Individual Case Basis (ICB)** - **SBC-13STATE** may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.
- 2.17 **Infrastructure Systems** – Denotes the structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.18 **Installation Supplier** - Suppliers/vendors that are approved to perform central office installation work for **SBC-13STATE** and for Collocator in **SBC-13STATE** eligible structures in all collocation footprints areas and/or **SBC-13STATE** common areas in the technologies and geographical locations for which they are approved by **SBC-13STATE**.
- 2.18.1 **SBC Approved CO Installation Suppliers (Tier 1 Approved Suppliers)** - These suppliers are approved to perform CO installation work for **SBC-13STATE** and for Collocators in **SBC-13STATE** central offices in all collocation areas and common areas in the technologies and geographical locations for which they are approved by the **SBC-13STATE** per the letter codes listed in a table on the Tier 1 list on <https://clec.sbc.com/clec>.
- 2.18.2 **SBC Collocation Approved Installation Suppliers (Tier 2 Approved Suppliers)** - These suppliers have been approved to perform collocation installation work for Collocators in all 13 states of the **SBC-13STATE** central offices in the Caged Collocation area and in the "footprint of the bay" in the Cageless (Physical) Collocation area. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, virtual collocation areas, the MDF or the BDFB power distribution areas.
- 2.19 **Interconnector's Guide for Collocation (Collocation Handbook)** -or like document is a publication provided to Collocators that provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**'s, which is located on the **SBC-13STATE** CLEC ONLINE Web-Site (<https://clec.sbc.com/clec>), as amended from time to time.
- 2.20 **Legitimately Exhausted** – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment via physical collocation is completely occupied.
- 2.21 **Main Distribution Frame** - The termination point in the Eligible Structure between cables from the outside, tied down on one side of the frame, and internal lines, tied down on the other side of the frame.
- 2.21 **Non-Standard Collocation Request (NSCR)** - **SBC-13STATE** may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix.

- 2.22 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.23 **Remote Terminals** - Controlled Environmental Vaults (CEV), Huts, Remote Terminals and Cabinets and other SBC owned or controlled premises where collocation is practical and technically feasible, e.g. where heat dissipation is not severely limited or there is sufficient space for Collocator's equipment.
- 2.24 **Technical Publications** – documents for installation requirements, can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be referenced via <https://clec.sbc.com/clec>.
- 2.25 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of technically feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.26 **Telecommunications Infrastructure Space** - Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to UNEs of **SBC-13STATE**'s network.
- 2.27 **Unused Space** - Any space (i) existing in **SBC-13STATE**'s Eligible Structures at the time of a collocation request, (ii) that is not subject to a valid space reservation by **SBC-13STATE**'s or any third party, (iii) that is not occupied by **SBC-13STATE**'s, its affiliates', or third party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by **SBC-13STATE**'s or its affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (**SBC-13STATE**'s or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void **SBC-13STATE**'s warranty on proximate

3. GENERAL

3.1 Certification

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

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

3.3 Hazardous Waste and Materials

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

3.4 Safety

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

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

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

3.7 Collocator's Equipment and Facilities

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

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

3.7.1.2 its equipment.;

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

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

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

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

3.8 Americans with Disability Act (ADA)

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

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

- 3.8.3 Should **SBC-13STATE** benefit in any way from the ADA upgrades, it shall absorb half of the cost when there is one benefiting Collocator, one-third when there are two (2), and so on.
- 3.8.4 Should **SBC-13STATE** be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Collocator was collocated in the CO), **SBC-13STATE** shall absorb all of the costs related to such an upgrade.
- 3.9 The rates and charges set forth herein are for Physical Collocation arrangements, while charges for interconnection and access to UNEs are as set forth in the respective sections of this Appendix.

4. LIMITATION OF LIABILITY

4.1 Limitation of Liability

- 4.1.1 With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring either in the course of furnishing service pursuant to the Agreement, the liability of either **SBC-13STATE** or the Collocator, if any, shall not exceed an amount equivalent to the proportionate monthly charge to the Collocator for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues.
- 4.1.2 Neither **SBC-13STATE** nor the Collocator shall be responsible to the other for any indirect, special, consequential, lost profit or punitive damages, whether in contract or tort.
- 4.1.3 Both **SBC-13STATE** and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
- 4.1.4 The liability of either **SBC-13STATE** or the Collocator for its willful misconduct or gross negligence is not limited by this Appendix.

4.2 Third Parties

- 4.2.1 **SBC-13STATE** is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
- 4.2.2 In addition to any other applicable limitation, neither **SBC-13STATE** nor the Collocator shall have any liability with respect to any act or omission by any Other, regardless of the degree of culpability of any Other, except in instances involving gross negligence or willful actions by either **SBC-13STATE** or the Collocator or its agents or employees.

4.3 Force Majeure Events

- 4.3.1 No Party shall be responsible for delays or failures in performance of any part of this Appendix (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including, but not limited to acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt written notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure

Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use reasonable and diligent efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

4.4 Insurance

4.4.1 Coverage Requirements

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

- 4.4.1.1.1 Workers' Compensation insurance with benefits afforded under the laws of the State of **SBC-13STATE** and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- 4.4.1.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$2,000,000 are required for lease agreements. **SBC-13STATE** will be named as an Additional Insured on the Commercial General Liability policy.
- 4.4.1.1.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.
- 4.4.1.1.4 All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure or the Dedicated Space. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives.
- 4.4.1.1.5 Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.
- 4.4.1.1.6 **SBC-13STATE** requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

- 4.4.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to **SBC-13STATE** as well. If a certificate is not received, **SBC-13STATE** will notify the Collocator, and the Collocator will have five (5) business days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes **SBC-13STATE**, and **SBC-13STATE** may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. **SBC-13STATE** will invoice Collocator for the costs incurred to so acquire insurance.
- 4.4.3 The cancellation clause on the certificate of insurance will be amended to read as follows: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING **SBC-13STATE** WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."
- 4.4.4 The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.
- 4.5 Self-Insured
- 4.5.1 Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section 4.5.1, Coverage Requirements, shall immediately apply.

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

- 5.1 Except as otherwise provided herein, the indemnity provisions of the Agreement between **SBC-13STATE** and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 5.2 Collocator shall indemnify and hold harmless **SBC-13STATE** the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against **SBC-13STATE** where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of **SBC-13STATE** or its employees. The provisions in this Section are reciprocal and applicable also to **SBC-13STATE**.
- 5.3 **SBC-13STATE** shall, make reasonable efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep **SBC-13STATE** and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford **SBC-13STATE** and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

5.4 Casualty Loss

5.4.1 Damage to Dedicated Space

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

5.4.1.2 Any obligation on the part of **SBC-13STATE** to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by **SBC-13STATE**.

5.4.2 Damage to Eligible Structure

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

6. SECURITY

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

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

6.1.1.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of **SBC-13STATE** security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that **SBC-13STATE**'s own employees and authorized contractors must undergo. **SBC-13STATE** will not, however, require Collocator to receive security training from **SBC-13STATE**, but will provide information to Collocator on the specific type of training required.

- 6.1.1.2 Collocator can then provide its employees with its own security training. Qualification program and security training details shall be included in **SBC-13STATE**'s Technical Publications via <https://clec.sbc.com/clec>.
- 6.1.1.3 Collocator and **SBC-13STATE** will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of **SBC-13STATE** for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or **SBC-13STATE** in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or **SBC-13STATE** in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other **SBC-13STATE** property:
 - 6.1.1.3.1 Theft or destruction of **SBC-13STATE**'s or Collocator's property;
 - 6.1.1.3.2 Use/sale or attempted use/sale of alcohol or illegal drugs on **SBC-13STATE** property;
 - 6.1.1.3.3 Threats or violent acts against other persons on **SBC-13STATE** property;
 - 6.1.1.3.4 Knowing violations of any local, state or federal law on **SBC-13STATE** property;
 - 6.1.1.3.5 Permitting unauthorized persons access to **SBC-13STATE** or Collocator's equipment on **SBC-13STATE** property; and
 - 6.1.1.3.6 Carrying a weapon on **SBC-13STATE** property.

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

- 6.1.1.4 Collocator will provide indemnification as set forth in Section 5 of this Appendix and insurance as set forth in Section 4.4 of this Appendix to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **SBC-13STATE** as well.
- 6.1.1.5 **SBC-13STATE** may use reasonable security measures to protect its equipment. In the event **SBC-13STATE** elects to erect an interior security partition in a given Eligible Structure to separate its equipment, **SBC-13STATE** may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate **SBC-13STATE**'s equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.
 - 6.1.1.5.1 **SBC-13STATE**'s construction of an interior security partition around its own equipment shall not interfere with a telecommunications carrier's access to its equipment, including equipment collocated directly adjacent to **SBC-13STATE**'s equipment. **SBC-13STATE**'s construction of an interior security partition around its own equipment shall not impede a telecommunications carrier's ability to collocate within **SBC-13STATE**'s space. To the extent that **SBC-13STATE** is required to install additional security measures within its interior security partition because a telecommunications carrier has access to its own equipment within the area, such security measures shall be constructed and maintained at **SBC-13STATE**'s expense.
 - 6.1.1.5.2 **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted, nor will it be a basis for a claim that Active Collocation Space is exhausted.

- 6.1.1.5.3 **SBC-13STATE**'s enclosure of its own equipment will not unreasonably increase a telecommunications carrier's cost nor shall it result in duplicative security costs. The cost of an interior security partition around **SBC-13STATE**'s equipment cannot include any embedded costs of any other security measures for the Eligible Structure.
- 6.1.1.5.4 If **SBC-13STATE** chooses to enclose its own equipment, **SBC-13STATE** will be entitled to recover the cost of the cage only to the extent that the price of such construction is lower than that of other reasonable security measures.
- 6.1.1.5.5 **SBC-13STATE** has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If **SBC-13STATE** cannot prove that other reasonable security methods cost more than an interior security partition around **SBC-13STATE**'s equipment, **SBC-13STATE** cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from Collocators.
- 6.1.1.5.6 If **SBC-13STATE** elects to erect an interior security partition and recover the cost, it must demonstrate to the Collocator that other reasonable security methods cost more than an interior security partition around **SBC-13STATE**'s equipment at the time the price quote is given.
- 6.1.1.6 Collocator will have access to its physically collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. **SBC-13STATE** will not delay a Collocator's entry into an Eligible Structure or access to its collocated equipment. **SBC-13STATE** will provide Collocator with reasonable access to restroom facilities and parking. Collocator will also have reasonable access to Collocator's assigned space during construction.

7. DEDICATED SPACE

7.1 Contact Numbers

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

7.2 Right-to-Use; Multiple Dedicated Spaces

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

7.3 Trouble Status Reports

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

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

7.4 Service Coordination

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

7.5 Active/Inactive Space Determination

- 7.5.1 In its notification regarding whether its request for collocation has been granted or denied **SBC-13STATE** shall inform the Collocator if the space available for the requested collocation space will be Active Collocation or Inactive Space, as those terms are defined in Section 2 of this Appendix. If the Collocator's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power, switching, and other factors used in making the determination.
- 7.5.2 In the event that the Collocator disputes the **SBC-13STATE** placement of the space into Inactive Space, then the Collocator may request a tour of the Eligible Structure to verify the Active/Inactive space availability. **SBC-13STATE** will provide all relevant documentation to the Collocator agent supporting its placement of Collocator's requested collocation arrangement in Inactive Space, subject to executing a non-disclosure agreement at the time of the inspection tour. The request shall be submitted to the **SBC-13STATE**-designated representative in writing within five (5) business days of notification to Collocator. If the Collocator fails to submit the written request within the eligible time frame, the option for an inspection tour is forfeited. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour. Any requested tour shall be scheduled to take place no later than seven (7) business days following the request for the inspection tour. At the Collocator's request, the request for inspection tour for determination of Active/Inactive space may be conducted concurrently with a tour involving space availability disputes, as provided in this Appendix, thereby modifying the time frame requirements in this paragraph.
- 7.5.3 The **SBC-13STATE** representative will escort one (1) Collocator agent on the inspection tour. If the Collocator agent believes, based on the inspection tour of the Eligible Structure that the placement of the collocation space in Inactive Space is unsupportable, the Collocator agent shall promptly advise **SBC-13STATE** orally and in writing within five (5) business days of the completion of the inspection tour. The Collocator may dispute the **SBC-13STATE** findings through the Dispute Resolution Process outlined herein, and the burden of proof shall be on **SBC-13STATE** to justify the basis for placement of the Collocator's space in Inactive Space. If the Collocator fails to submit the written request within the eligible time frame, it will be assumed that no dispute exists.

7.6 Types of Available Physical Collocation Arrangements

- 7.6.1 **SBC-13STATE** will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Appendix so that Collocator will have a variety of collocation options from which to choose:
- 7.6.1.1 Caged Physical Collocation - The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment for the purpose of interconnection and access to UNEs. Accordingly, **SBC-13STATE** will not provide Collocator's personnel or agents with direct access to **SBC-13STATE**'s Main Distribution Frame (MDF), with the exception of the **SBC-13STATE**'s Approved Vendor.
- 7.6.1.2 **SBC-13STATE** will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., fifty

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

- 7.6.1.2.1 The Collocator must comply with all methods, procedures and guidelines followed by **SBC-13STATE** in constructing such an arrangement. The Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 21 following will apply. If the Collocator elects to install or requests that **SBC-13STATE** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage.
- 7.6.1.3 Caged Shared Collocation - **SBC-13STATE** will provide Caged Shared Collocation as set forth in Section 11 following, "Use by Other Local Service Providers." Two (2) or more Collocators may initially apply at the same time to share a Caged Collocation space as set forth in Section 11.1 following. Charges to each Collocator will be based upon the percentage of total space utilized by each Collocator. Accordingly, **SBC-13STATE** will not provide Collocator's personnel or agents with direct access to **SBC-13STATE**'s Main Distribution Frame (MDF), with the exception of the **SBC-13STATE**'s Approved Vendor.
- 7.6.1.4 Cageless Collocation - **SBC-13STATE** will provide Cageless Collocation in any collocation space that is supported by the existing telecommunications infrastructure (Active Collocation Space), or in the event that all such space is exhausted or completely occupied, will provide in any collocation space that requires additional telecommunications infrastructure (Inactive Space), as further defined in Section 2 of this Appendix. Under this arrangement, **SBC-13STATE** will provide space in single bay increments, including available space adjacent to or next to **SBC-13STATE**'s equipment. Collocator will have direct access to its equipment twenty-four (24) hours a day, seven (7) days a week without need for a security escort **SBC-13STATE**. **SBC-13STATE** will not require Collocator to use an intermediate interconnection arrangement (i.e., POT frame). **SBC-13STATE** may take reasonable steps to protect its own equipment as provided in Section 6 of this Appendix. Accordingly, **SBC-13STATE** will not provide Collocator's personnel or agents with direct access to **SBC-13STATE**'s Main Distribution Frame (MDF), with the exception of the **SBC-13STATE** Approved Tier 1 Vendor.
- 7.6.1.5 Adjacent On-Site Space Collocation – Where Physical Collocation space within **SBC-13STATE** Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Appendix, **SBC-13STATE** will permit Collocator to physically collocate on **SBC-13STATE**'s property in adjacent Controlled Environmental Vaults (CEV), Huts, Cabinets, or similar structures that **SBC-13STATE** uses to house telecommunication equipment, to the extent technically feasible. **SBC-13STATE** and telecommunications carrier will mutually agree on the location of the designated space on **SBC-13STATE** premises where the Adjacent Structure will be placed. **SBC-13STATE** will not unreasonably withhold agreement as to the site desired by Collocator. Safety and maintenance requirements, zoning and other state and local regulations are all reasonable grounds to withhold agreement as to the site desired by the Collocator. **SBC-13STATE** will offer the following increments of power to the Adjacent Structure: **SBC-13STATE** will provide a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists. **SBC-13STATE** will provide DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the Central Office Power source. At its option, the Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **SBC-13STATE** will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other collocation arrangements in this Appendix. **SBC-13STATE** shall permit Collocator to place its own equipment, including, but

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

- 7.6.1.5.1 Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.
- 7.6.1.5.2 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between the Collocator's POT bay or termination point located in an adjacent structure and **SBC-13STATE**'s cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Collocator specifically requests regeneration. Required regeneration and Collocator-requested regeneration will be provided at the Collocator's expense
- 7.6.1.6 **Adjacent Off-Site Arrangement** – Where Physical Collocation space within **SBC-13STATE** Eligible Structure is Legitimately Exhausted, and Collocator's Adjacent On-site space is not within fifty feet (50 ft.) of the Eligible Structure's outside perimeter wall, the Collocator has the option and **SBC-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible.
 - 7.6.1.6.1 The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one (1) standard city block of the **SBC-13STATE** Central Office or Eligible Structure.
 - 7.6.1.6.2 Such arrangement shall be used for interconnection and access to UNEs.
 - 7.6.1.6.3 When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to **SBC-13STATE**'s premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement.
 - 7.6.1.6.4 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. **SBC-13STATE** shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with **SBC-13STATE**'s facilities. **SBC-13STATE** shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 7.6.1.7 In the event that interior space in an Eligible Structure becomes available, **SBC-13STATE** will provide the option to the Collocator to relocate its equipment from an Adjacent On-site or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 7.6.1.8 **SBC-13STATE** will provide other collocation arrangements that have been demonstrated to be technically feasible. Deployment by any Incumbent LEC of a collocation arrangement gives

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

7.7 Construction Inspections

- 7.7.1 During the construction of all forms of Physical Collocation space required under this Appendix, Collocator shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the agreed upon interval, Collocator will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in this Appendix.
- 7.7.2 Collocator may request that one (1) of its four (4) construction visits take place as an initial walk through and inspection. Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE's** receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Sales Support and/or appropriate departments will schedule a walk through visit with the telecommunications carrier and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

7.8 Construction Notification

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

8 ORDERING, PROVISIONING AND BILLING

8.1 Space Availability Report

- 8.1.1 So that it may make informed decisions regarding in which **SBC-13STATE** eligible structures it wishes to collocate, a Telecommunications Carrier may request a Space Availability report prior to its application for Collocation Space within **SBC-13STATE's** eligible structures. The report is available on CLEC Online. Fees for such report are as shown in Collocation Rate Summary.
- 8.1.2 **SBC-13STATE** will submit to a requesting Telecommunications Carrier a report indicating **SBC-13STATE's** available collocation space in a particular **SBC-13STATE** Eligible Structure upon request **SBC-13STATE**. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that **SBC-13STATE** is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

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

- 8.1.3 Should the Collocator submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.
- 8.1.4 Space Unavailability Determination and Resolution
- 8.1.4.1 **SBC-13STATE** shall notify the Collocator in writing as to whether its request for Physical Collocation has been granted or denied within ten (10) calendar days of submission of the completed application. If SBC needs more time to continue analyzing certain aspects of the request, SBC-13STATE's 10 calendar day notice shall be limited to addressing whether or not SBC has the requested, or designated alternative, amount of appropriate collocation space.
- 8.1.4.2 In responding to an application request if space is not available, **SBC-13STATE** will notify the Collocator that its application for Dedicated Space is denied due to the lack of space within ten (10) calendar days of **SBC-13STATE**'s receipt of a completed application.
- 8.1.4.3 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the application, including the Planning Fee, will be returned to the Collocator.
- 8.1.4.4 **SBC-13STATE** will file a notice that the Collocator's request was denied with the state Commission as appropriate. In the event of a denial, **SBC-13STATE** will concurrently submit to both the appropriate Commission and the Collocator, in support of its denial, provided under seal and subject to proprietary protections: Central Office common language identifier, where applicable, the identity of the requesting Collocator, including amount of space requested by the Collocator, the total amount of space at the premises, floor plan documentation as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook <https://clec.sbc.com/clec>, identification of switch turnaround plans and other equipment removal plans and timelines, if any, Central Office rearrangement/expansion plans, if any, and description of other plans, if any, that may relieve space exhaustion.
- 8.1.4.5 In the event **SBC-13STATE** denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to **SBC-13STATE**'s designated representative in writing. The inspection tour shall be scheduled within five (5) business days of receipt of the written request for a tour and the tour shall be conducted within ten (10) calendar days of the request or some other mutually agreed on date.
- 8.1.4.6 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated **SBC-13STATE** representative and the designated agent for the Collocator, who will participate in the tour.
- 8.1.4.7 **SBC-13STATE** will provide all relevant documentation to the Collocator agent including blueprints and plans for future facility expansions or enhancements, subject to executing the non-disclosure agreement. **SBC-13STATE**'s representative will accompany and supervise the Collocator agent on the inspection tour.
- 8.1.4.8 If the Collocator agent believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is insupportable, the Collocator agent shall promptly so advise **SBC-13STATE**. The Collocator and **SBC-13STATE** shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and **SBC-13STATE** reports shall be concurrently served on each other and submitted to the appropriate Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on **SBC-13STATE** to justify the basis for any denial of collocation requests.
- 8.1.4.9 **Legitimately Exhausted**. Before **SBC-13STATE** may make a determination that space in an Eligible Structure is legitimately exhausted, **SBC-13STATE** must have removed all unused

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

8.1.5 Application Quotation Interval for Physical Collocation

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

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

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

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

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

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

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

8.1.6 Revisions

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

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

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

8.2 Installation Intervals

8.2.1 Caged Collocation Installation Intervals

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

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

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

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

8.2.2 Cageless Physical Collocation Installation Intervals

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

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

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

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

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

8.2.3 Adjacent Space and Other Physical Collocation Arrangement Installation Intervals

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

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

8.2.4 Reduced Interval Augments

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

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

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

8.2.5 Other Augments

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

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

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

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

8.3 Cancellation Prior to Due Date

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

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

8.4 Occupancy

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

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

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

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

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

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

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

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

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

- 8.4.2.2.2 For purposes of this Appendix, “efficiently used” CFA means that at least sixty percent (60%) of the Collocator’s specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to **SBC-13STATE**’s network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of **SBC-13STATE**.
- 8.4.3 If the Collocator fails to place its equipment in the Dedicated Space per Section 8.4.2 and the unused collocation space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, collocation in the prepared Dedicated Space is terminated on the tenth (10th) business day after **SBC-13STATE** provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with **SBC-13STATE** or obtain access to **SBC-13STATE** UNEs by that tenth (10th) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.
- 8.4.4 For purposes of this Section, the Collocator’s telecommunications equipment is considered to be operational and interconnected when connected to either **SBC-13STATE**’s network or interconnected to another Collocator’s equipment that resides within the same structure, provided the Collocator’s equipment is used for interconnection with **SBC-13STATE**’s network or to obtain access to **SBC-13STATE**’s UNEs, for the purpose of providing this service.
- 8.4.5 If the Collocator causes **SBC-13STATE** to prepare the Dedicated Space and then the Collocator does not use the Dedicated Space (or all the Dedicated Space), the Collocator will pay **SBC-13STATE** the monthly recurring and other applicable charges as if the Collocator were using the Dedicated Space, until such time as the Collocator submits a complete and accurate decommissioning application, and the decommissioning process is completed as required.
- 8.5 Relocation
- 8.5.1 When **SBC-13STATE** determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the Dedicated Space to be moved within an Eligible Structure to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, the Collocator is required to move its Dedicated Space or adjacent space collocation structure. **SBC-13STATE** will notify the resident Collocator(s) in writing within five (5) days of the determination to move the location. If the relocation occurs for reasons other than an emergency, **SBC-13STATE** will provide the resident Collocator(s) with at least one hundred eighty (180) days advance written notice prior to the relocation. If the Collocator is required to relocate under this Section, the Collocator will not be required to pay any application fees associated with the application required for arranging for new space. The Collocator shall be responsible for the costs for the preparation of the new telecommunications equipment space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in **SBC-13STATE**’s reasonable discretion. In addition, a Collocator’s presence in **SBC-13STATE** Central Offices or adjacent space collocation structures should not prevent **SBC-13STATE** from making a reasonable business decision regarding building expansions or additions the number of Central Offices required to conduct its business or its locations.
- 8.5.2 If **SBC-13STATE** determines that a Collocator must relocate due to any of the above reasons, **SBC-13STATE** will make all reasonable efforts to minimize disruption of the Collocator’s services. In

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

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

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

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

8.6 Early Termination

8.6.1 Payment Upon Expiration or Termination.

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

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

8.7 Dispute Resolution

8.7.1 Commencing Dispute Resolution

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

- 8.7.2.1 Collocation Service Center and Collocation Account Manager;
- 8.7.2.2 Informal Dispute Resolution; and
- 8.7.2.3 Formal Dispute Resolution, each of which is described below.

8.8 Non-billing Dispute

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

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

- 8.8.2 Upon receipt by **SBC-13STATE** of written notice of a controversy from Collocator made in accordance with the requirements of Section 8.7.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.
- 8.8.3 If the Parties are unable to resolve the controversy through the informal procedure described in Section 8.8.2 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than thirty (30) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix and not later than ninety (90) calendar days after receipt of the notice initiating dispute resolution required by Section 8.7.2 of this Appendix.

8.9 Billing

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

8.9.2 Billing Dispute Resolution

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

8.9.3 Third Party Escrow Agent

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

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

- 8.9.3.1.2 The financial institution proposed as the Third Party escrow agent may not be an affiliate of Collocator; and
- 8.9.3.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.
- 8.9.3.1.4 In addition to the foregoing requirements for the Third Party escrow agent, the Collocator and the financial institution proposed as the Third Party escrow agent must enter into a written agreement that the escrow account meets all of the following criteria:
 - 8.9.3.1.5 The escrow account is an interest bearing account;
- 8.9.3.2 All charges associated with opening and maintaining the escrow account will be borne by the Collocator; that none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent; all interest earned on deposits to the escrow account shall be disbursed to Collocator and **SBC-13STATE** in the same proportion as the principal; and Disbursements from the escrow account shall be limited to those: authorized in writing by both Collocator and **SBC-13STATE** (that is, signature(s) from representative(s) of Collocator only are not sufficient to properly authorize any disbursement); or made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 8.9.8 of this Appendix; or made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 8.9.8 of this Appendix.
- 8.9.4 Disputed Amounts
 - 8.9.4.1 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.9 of this Appendix.
- 8.9.5 Investigation Report
 - 8.9.5.1 Upon receipt of the notice and both forms of proof required by Section 8.9.2 of this Appendix, **SBC-13STATE** shall make an investigation as shall be required to report the results to the Collocator. Provided that Collocator has furnished all of the information and proof required by Section 8.9.2 on or before the Bill Due Date, **SBC-13STATE** will report the results of its investigation within sixty (60) calendar days following the Bill Due Date. If the Collocator is not satisfied by the resolution of the billing dispute under this Section 8.9.2 of this Appendix, the Collocator must notify **SBC-13STATE** in writing within thirty (30) days following receipt of the results of **SBC-13STATE**'s investigation that it wishes to invoke the informal resolution of billing disputes afforded under Section 8.9.6 of this Appendix.
- 8.9.6 Informal Resolution of Billing Disputes
 - 8.9.6.1 Upon receipt by **SBC-13STATE** of written notice of a billing dispute from Collocator made in accordance with the requirements of Section 8.9.2 of this Appendix, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any billing dispute arising under this Appendix. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of resolution are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or any lawsuit.

8.9.7 Formal Resolution of Billing Disputes

- 8.9.7.1 If the Parties are unable to resolve the billing dispute through the informal procedure described in Section 8.9.6 of this Appendix, then either Party may invoke the formal dispute resolution procedures described in this Section 8.9.7 of this Appendix. Unless agreed by both Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix and not later than one hundred eighty (180) calendar days after receipt of the notice initiating dispute resolution required by Section 8.9.6 of this Appendix.
- 8.9.7.2 Billing Disputes Subject to Mandatory Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving one percent (1%) or less of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to mandatory arbitration in accordance with Section 8.9.8 of this Appendix, below. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed.
- 8.9.7.3 Billing Disputes Subject to Elective Arbitration – If not settled through informal dispute resolution, each unresolved billing dispute involving more than one percent (1%) of the amounts charged to Collocator under this Appendix during the twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix will be subject to elective arbitration pursuant to Section 8.9.8 if, and only if, both Parties agree to arbitration. If the Collocator has not been billed for a minimum of twelve (12) months immediately preceding receipt of the notice initiating Dispute Resolution required by Section 8.9.6 of this Appendix, the Parties will annualize the actual number of months billed. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

8.9.8 Arbitration

- 8.9.8.1 Disputes subject to mandatory or elective arbitration under the provisions of this Appendix will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in a mutually agreed upon location. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration.
- 8.9.8.2 The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Sections. 1-16, not state law, shall govern the arbitration of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Appendix.
- 8.9.8.3 The times specified in this Section 8.9.8 may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The Parties may submit the arbitrator's award to a Commission. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

8.9.9 Cooperation Between Parties

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

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

8.9.10 Failure to Make Payment

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

8.10 Late Payment Charge

8.10.1 If the Collocator fails to remit payment for any charges by the Bill Due Date, or if a payment or any portion of a payment is received from Collocator after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to **SBC-13STATE** as of the Bill Due Date, then a late payment charge shall be assessed as follows: the unpaid amounts shall accrue interest from the Bill Due Date until paid at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable State Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and is available.

8.11 Allowances for Interruptions

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

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

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

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

9. FIBER OPTIC CABLE AND DEMARCATION POINT

9.1 Fiber Optic Cable Entrances

- 9.1.1 The Collocator shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an Individual Case Basis (ICB). **SBC-13STATE** will only permit copper or coaxial cable as the transmission medium where the Collocator can demonstrate to **SBC-13STATE** that use of such cable will not impair **SBC-13STATE**'s ability to service its own customers or subsequent Collocators.
- 9.1.2 **SBC-13STATE** shall provide a minimum of two separate points of entry into the Eligible Structure, where applicable, in which the Dedicated Space is located wherever there are at least two entry points for **SBC-13STATE** cable. **SBC-13STATE** will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two (2) points in those locations where **SBC-13STATE** also has access to more than two such entry points. Where such dual points of entry are not immediately available, **SBC-13STATE** shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where **SBC-13STATE** performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and **SBC-13STATE** shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both **SBC-13STATE** and the Collocator(s).
- 9.1.3 The Collocator is responsible for bringing its facilities to the entrance manhole(s) designated by **SBC-13STATE**, and leaving sufficient length of the cable in the manhole for **SBC-13STATE** to fully extend the Collocator-provided facilities through the cable vault to the Dedicated Space. If Collocator has not left the cable in the manhole within one hundred twenty (120) calendar of the request for entrance fiber, the Collocator's request for entrance fiber will expire and a new request must be submitted along with applicable fees. The Collocator must notify **SBC-13STATE** no later than fifteen (15) calendar days prior to the end of the 120 day period, for an additional thirty (30) day extension to place cable at the manhole.

9.2 Demarcation Point

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

10. USE OF DEDICATED SPACE

10.1 Nature of Use – Collocatable Equipment

- 10.1.1 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Physical Collocation if such equipment is necessary for interconnection to **SBC-13STATE** under 47.U.S.C. § 251(C) (2) or accessing **SBC-13STATE**'s UNEs under 47.U.S.C. § 251(C) (3) of the Act. Such uses are limited to interconnection to **SBC-13STATE**'s network "for the transmission and routing of Telephone Exchange service or Exchange Access," or for access to **SBC-13STATE**'s UNEs "for the provision of a telecommunications service."
- 10.1.2 Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining interconnection with **SBC-13STATE** at a level equal in quality to that which **SBC-13STATE** obtains within its own network or **SBC-13STATE** provides to an affiliate, subsidiary, or other party. Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that unbundled network element, including any of its features, functions, or capabilities.
- 10.1.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the Collocator

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

- 10.1.4 **SBC-13STATE** voluntarily allows Collocator to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis only if **SBC-13STATE** and Collocator mutually agree to such placement, in **SBC-13STATE**'s premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
 - 10.1.5 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
 - 10.1.6 When the Collocator's Physical Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). **SBC-13STATE** will provide the necessary backup power to ensure against power outages.
 - 10.1.7 Consistent with the environment of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure in which the Dedicated Space is located or on **SBC-13STATE** grounds surrounding the Eligible Structure in which the Dedicated Space is located. The Collocator may place signage and markings on the inside of its dedicated space.
- 10.2 Equipment List
- 10.2.1 A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 12.1, Minimum Standards, following. The Collocator warrants and represents that the list is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Appendix. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the list without the express written consent of **SBC-13STATE**, which consent shall not be unreasonably withheld.
 - 10.2.2 Subsequent Requests to Place Equipment
 - 10.2.2.1 The Collocator shall furnish **SBC-13STATE** a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by **SBC-13STATE** and written approval or denial of the equipment will be forwarded to the Collocator.
 - 10.2.3 Limitations
 - 10.2.3.1 **SBC-13STATE**'s obligation to purchase additional plant or equipment, relinquish occupied space or facilities, to undertake the construction of new building quarters or to construct building additions or substantial improvements to the central office infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator, is limited to the extent that **SBC-13STATE** would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or

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

10.3 Dedicated Space Use and Access

- 10.3.1 The Collocator's employees, agents and contractors shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. Collocator shall provide **SBC-13STATE** with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure.
- 10.3.2 **SBC-13STATE** will not delay a Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. **SBC-13STATE** will provide Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees, agents and contractors with **SBC-13STATE's** policies and practices pertaining to fire, safety and security (i.e., the Collocator must comply with Section 6 of this Appendix).
- 10.3.3 The Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Collocator shall surrender the Dedicated Space or land for an adjacent structure to **SBC-13STATE**, in the same condition as when first occupied by the Collocator, except for ordinary wear and tear.
- 10.3.4 **SBC-13STATE** will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Collocator at the Eligible Structure. However, through agreement between **SBC-13STATE** and the Collocator, a Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Collocator's or **SBC-13STATE's** personnel.

10.4 Threat to Personnel, Network or Facilities

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

10.5 Interference or Impairment

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

10.6 Personal Property and Its Removal

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

10.7 Alterations

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

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

11. USE BY OTHER LOCAL SERVICE PROVIDERS

- 11.1 Shared Caged Collocation is the sharing of a Caged Physical Collocation space among two (2) or more Collocators within an Eligible Structure pursuant to the terms and conditions agreed to between the Collocators. The **SBC 13-STATE** will make Shared Collocation cages available to all Collocators. In making shared caged arrangements available **SBC-13STATE** will not increase the cost of site preparation for non-recurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party ordering the same arrangement.
- 11.1.1 All Collocators, including those who are subleasing the caged space, are bound by the terms and conditions of this Appendix. Subject to the terms in paragraph 10.4, the Collocator shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of **SBC-13STATE**, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of **SBC-13STATE**.
- 11.2 A Collocator may request that **SBC-13STATE** provide Shared Caged Collocation via:
- (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("New Shared Collocation") or
 - (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation ("Subleased Shared Collocation").
- 11.2.1 Should two (2) or more Collocators have interconnection agreements with **SBC-13STATE** use a shared collocation cage, **SBC-13STATE** will permit each Collocator to order UNEs to and provision service from that shared collocation space, regardless of which Collocator was the original Collocator.
- 11.2.2 The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **SBC-13STATE**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.
- 11.2.3 In each Shared Caged Collocation arrangement, **SBC-13STATE**'s single point of contact (SPOC) with respect to such arrangement shall be referred to as the "Primary Collocator". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement.
- 11.2.3.1 For purposes of this Section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a "Resident Collocator".

- 11.2.4 An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.
- 11.3 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators shall request New Shared Collocation from SBC-13STATE in a single application. SBC-13STATE will prorate the Preparation Charges incurred by SBC-13STATE to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). SBC-13STATE will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an SBC-13STATE Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and SBC-13STATE shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, SBC-13STATE shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement under which the Primary Collocator purchases collocation shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates SBC-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).
- 11.4 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Appendix. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Appendix and designates SBC-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Appendix relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.
- 11.5 Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 8.4.2 of this Appendix and which is necessary to Interconnect with SBC-13STATE or for access to SBC-13STATE's Unbundled Network Elements. SBC-13STATE shall provide Collocator access to SBC-13STATE's Unbundled Network Elements and permit Collocator to interconnect its network

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

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

11.7 Interconnection to Others

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

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

12. STANDARDS

12.1 Minimum Standards

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

- 12.1.2 In the event that **SBC-13STATE** denied Collocation of Collocator's equipment, citing safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment which **SBC-13STATE** locates within the premises of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the same safety standards for which Collocator's equipment was denied.
- 12.1.3 In the event **SBC-13STATE** believes that collocated equipment is not necessary for interconnection or access to UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. Dispute resolution procedures are covered in the Agreement. If the Parties do not resolve the dispute under those dispute resolution procedures, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 12.1.4 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE** personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Physical Collocation space shall not create hazards for or cause damage to those facilities, the Physical Collocation space, or the Eligible Structure in which the Physical Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Physical Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 8.7.2 above.
- 12.2 Compliance Certification
- 12.2.1 The Collocator also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 10.2, Equipment List; Section 10.2.1, Subsequent Requests to Place Equipment, Section 10.2.2; or otherwise, shall be compliant with minimum safety standards set forth in Section 3.4.

13. RE-ENTRY

- 13.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of **SBC-13STATE**'s written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this Appendix will be terminated without prejudice to any other remedies **SBC-13STATE** might have.
- 13.2 **SBC-13STATE** may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the notice required by the preceding Section.
- 13.3 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Appendix. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the

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

14. SERVICES AND MAINTENANCE

14.1 Operating Services

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

14.2 Maintenance

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

14.3 Equipment Staging and Storage

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

14.4 Legal Requirements

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

15. **SBC-13STATE**'s RIGHT OF ACCESS

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

16. PREPARATION CHARGES

- 16.1 Preparation charges apply for preparing the Dedicated Space for use by the Collocator as outlined in this Section. These rates and charges are found in the Collocation Rate Summary.
- 16.2 **SBC-13STATE** will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges using

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

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

17. CHARGES

17.1 Monthly Charges

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

17.2 Non-recurring Charges

- 17.2.1 Non-recurring charges are one-time charges that apply for specific work activity associated with providing Physical Collocation, per request, per Eligible Structure.
- 17.2.2 With respect to any preparation of the Dedicated Space, the Collocator shall pay **SBC-13STATE** fifty percent (50%) of the estimated non-recurring charges as specified for in Section 17 and fifty percent (50%) of any Custom Work Charges preceding the commencement of work
- 17.2.3 The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator when the Dedicated Space is complete and prior to occupancy.

17.3 Application of Rates and Charges

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

17.4 Determination of Charges Not Established in Collocation Rate Summary

- 17.4.1 Rate Elements - In the event that **SBC-13STATE** seeks to impose a rate element or charge to a Collocator that is not specifically provided for in this Appendix or in the Pricing Schedule, **SBC-13STATE** shall be required to provide the quote for the rate element within the same time frames provided for in this Appendix.
- 17.4.2 In the event the Collocator disputes the rate element or charge proposed by **SBC-13STATE** that is not specifically provided for in this Appendix or in the Pricing Schedule, the Collocator shall notify **SBC-13STATE** of its dispute with the proposed charge in writing.
- 17.5 Custom Work Charges - Custom work may not be charged to Collocator for any work performed which will benefit or be used by **SBC-13STATE** or other Collocators. **SBC-13STATE** also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an

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

- 17.6 **Extraordinary Charges** – Collocator will be responsible for all extraordinary construction costs, incurred by **SBC-13STATE** to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).
 - 17.6.1 **SBC-13STATE** will charge a one-time, non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
 - 17.6.2 **SBC-13STATE** will allocate the costs fairly among itself, CLEC and other Collocators, as appropriate.
 - 17.6.3 An estimate of such costs plus contribution will be provided to the Collocator prior to **SBC-13STATE** commencing such work. In no case will actual charges exceed those estimated by more than ten (10) percent.
 - 17.6.4 **SBC-13STATE** must advise Collocator if extraordinary costs will be incurred within twenty (20) business days of the Collocator's request for space.
 - 17.6.5 Extraordinary costs will only be billed upon receipt of the signed acceptance and construction will not begin until receipt of the Collocator's signed acceptance and payment.

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

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

18.2 Rate Elements

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

18.2.1 Planning Fees

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

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

18.2.2 Billing for Caged Shared and Caged Common Collocation Arrangements

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

18.2.3 Floor Space Charges

18.2.3.1 Caged Collocation

- 18.2.3.1.1 The Caged Collocation option provides the Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **SBC-13STATE** within an Eligible Structure to be used by the Collocator for the sole purpose of installing, maintaining and operating the Collocator-provided equipment.
- 18.2.3.1.2 **SBC-13STATE** will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation and Safety and Security charges in increments of one (1) square foot. For this reason, Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (i.e., fifty (50) square feet of cage space), and will ensure that the first Collocator in **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security. In the case of Caged Shared Collocation, **SBC-13STATE** shall bill the original Collocator for space. Collocators located in a Caged Common Collocation area shall have direct billing arrangements with **SBC-13STATE** for floor space and all other applicable interconnection arrangements. When a Collocator constructs its own cage and related equipment, the Collocator will not be subject to the Cage Preparation Charge as set forth in Section 18.2.3.1.4.5 following. See Section 21, CDOW for applicable charges.
- 18.2.3.1.3 In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16 preceding will apply.
- 18.2.3.1.4 If the Collocator elects to install, or requests that **SBC-13STATE** provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for Cageless Collocation found in the Collocation Rate Summary applies.

18.2.3.1.4.1 Eligible Structure Floor Space Charges

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

- Construction costs
- Operating costs

18.2.3.1.4.2 Site Conditioning Charge, per square foot

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

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

18.2.3.1.4.3 Common Systems Materials Charge

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

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

18.2.3.1.4.4 Safety and Security, per square foot

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

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

18.2.3.1.4.5 Cage Preparation

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

- Grounded wire partition
- Door key Set

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

18.2.3.2 Cageless Collocation

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

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

18.2.3.2.2.1 Floor Space Charges

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

- Construction costs
- Operating costs

18.2.3.2.2.2 Site Conditioning Charge

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

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

18.2.3.2.2.3 Cageless Common Systems Materials Charge

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

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

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

18.2.3.2.2.4 Safety and Security

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

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

18.3 DC Power Amperage Charge

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

18.3.2 Heating, Ventilating, and Air Conditioning (HVAC)

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

18.3.3 DC Power Arrangement Provisioning

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

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

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

18.3.5 Eligible Structure Ground Cable Arrangement, Each

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

18.3.6 Security Cards

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

18.3.7 Entrance Facility Conduit to Vault, Per Cable Sheath

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

18.3.8 Entrance Fiber Charge, Per Cable Sheath

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

18.3.9 **SBC-13STATE** to Collocation Interconnection Arrangement Options

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

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

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

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

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

18.3.9.1.3 DS0 Voice Grade Interconnection Cable Arrangement, Each

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

18.3.10 Optical Circuit Arrangement

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

18.3.11 Bits Timing (per circuit) (Optional)

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

18.3.12 Timing Interconnection Arrangement (Optional)

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

18.3.13 Collocation Availability Space Report Fee

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

18.3.14 Pre-visits

18.3.14.1 General Applications

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

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

18.3.15 Construction Inspections

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

18.3.16 Adjacent On-site Structure Arrangements

18.3.16.1 Adjacent On-site Structure Arrangements

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

18.3.16.2 Adjacent On-site Planning Fee

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

18.3.17 Adjacent Off-site Arrangement

18.3.17.1 Adjacent Off-site Structure Arrangements

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

18.3.17.2 Planning Fee Adjacent Off-site Arrangement

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

18.3.18 Conduit Space for Adjacent Off-site Arrangement

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

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

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

18.3.20 Miscellaneous Charges (Optional)

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

18.3.21 Collocation to Collocation Connection

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

18.3.21.1.1 Fiber Cable (12 Fibers)

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

18.3.21.1.2 Copper Cable (28 DS1s)

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

18.3.21.1.3 Coax Cable (1 DS3)

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

18.3.21.1.4 Cable Racking and Hole

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

18.3.21.1.5 Route Design

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

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

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

19.2 Complete Space Discontinuance

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

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

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

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

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

19.3 Space Reassignment

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

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

- 19.3.2 Exiting Collocator will be liable to pay all non-recurring and monthly recurring collocation charges on the Physical Collocation Arrangement to be reassigned until the date the **SBC-13STATE** turns over the Physical Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the dispute resolution provisions herein. The **SBC-13STATE**'s obligation to turn over the Physical Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay monthly recurring charges for a Physical Collocation Arrangement will begin on the date the **SBC-13STATE** makes available the Physical Collocation Arrangement to the Collocator Assignee.
- 19.3.3 An Exiting Collocator may not reassign Physical Collocation space in a central office where a waiting list exists for Physical Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.
- 19.3.4 Collocator Assignee will defend and indemnify the **SBC-13STATE** from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Physical Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.
- 19.3.5 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate application for each Physical Collocation Arrangement. By submitting an application for a Physical Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-**SBC-13STATE** equipment and other items in or otherwise associated with each Physical Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold the **SBC-13STATE** harmless from any third-party claims involving allegations that Collocator Assignee does not hold proper title to such non-**SBC-13STATE** equipment and other items.
- 19.3.6 **SBC-13STATE** will respond to the Physical Collocation Application within ten (10) calendar days of submission of the completed application, including provision of a price quote. Collocator Assignee must pay one-hundred percent (100%) of all non-recurring charges in the price quote before **SBC-13STATE** begins to convert the Physical Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such non-recurring charges, the **SBC 13-STATE** shall finish the work to convert the space within thirty (30) calendar days. **SBC-13STATE** and Collocator Assignee will coordinate all conversion work to insure that the end user customers of Collocator Assignee do not suffer disruptions of service.
- 19.3.7 Collocator Assignee may submit a security application for access to a Physical Collocation Arrangement simultaneously with the Physical Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 18.3.6 will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.
- 19.3.8 Collocator Assignee assumes each Physical Collocation Arrangement "as is" which means that **SBC-13STATE** will make no changes to the Physical Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Physical Collocation Arrangement by Collocator Assignee must be submitted via a separate augment application (or as otherwise provided by the applicable ICA).
- 19.3.9 This Section 19.3 does not affect any obligations arising outside of this Collocation Agreement.

19.4 Power Reduction

- 19.4.1 The Collocator may request to decrease the amount of existing power available to a Physical Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for paying the costs to remove the A&B power cable feeds that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the **SBC 13-STATE** power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B feed) to service their Physical Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.
- 19.4.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Appendix referenced in Section 18.3.3.1. Different minimum amp increments apply for power arrangements fed from either an **SBC 13-STATE** BDFB or a **SBC 13-STATE** Power Plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in Section 19.9 will apply. When the Collocator has only one power arrangement (A&B feed) serving their Physical Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.
- 19.4.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the **SBC-13STATE** BDFB (i.e. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an **SBC-13STATE** Approved Tier 1 Vendor to coordinate fuse changes at the **SBC-13STATE** BDFB. Applicable fees referenced in Section 19.9 will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the **SBC-13STATE** Power Plant (i.e. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the **SBC-13STATE** shall coordinate the fuse changes at the **SBC-13STATE** Power Plant.
- 19.4.4 When a power reduction request requires disconnecting and removing a power cable feed from either the **SBC-13STATE**'s BDFB or Power Plant, the **SBC-13STATE** Approved Tier 1 Vendor will perform the power cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.8 will apply. Within thirty (30) days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:
- (A) Remove terminations at both ends of the power cable feed and cut cables up to the **SBC-13STATE** rack level. Collocator must use a **SBC-13STATE** Approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- 19.4.5 When the Collocator has multiple power arrangement serving a Physical Collocation Arrangement (i.e., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Section 19.8 will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Physical Collocation Arrangement [i.e. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 0 amps (A&B feed)], then the project management fee for power cable removal referenced in Section 18.8 will apply in addition to the individual charges referenced in either Section 19.8, or 19.9 associated with the overall power reduction request.

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

19.5 Interconnection Termination Reduction

- 19.5.1 The Collocator may request a reduction of the existing amount of interconnection terminations that service a Physical Collocation Arrangement. The Collocator shall submit an augment application in order to process this request. The Collocator must maintain at least one minimum interconnection arrangement increment authorized in Section 18.3.9.1.1.1, 18.3.9.1.2.1, 18.3.9.1.3.1 or 18.3.10. The same augment intervals that are outlined in this Appendix for adding interconnection terminations will apply to interconnection termination reductions.
- 19.5.2 Interconnection termination reduction requests will always require the disconnection and removal of interconnection cable. The **SBC-13STATE** will perform the interconnection cable removal work above the rack level (cable mining). Applicable fees referenced in Section 19.10 will apply. Within thirty (30) days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Physical Collocation Arrangement, the Collocator must perform the following activity:
- (A) Remove terminations at both ends of the interconnection cable and cut cables up to **SBC-13STATE** rack level. Collocator must use an **SBC-13STATE** approved Tier 1 Installation/Removal Vendor for this procedure and that vendor must follow TP76300 guidelines for cutting and capping the cable at the rack level.

19.6 Rate Element Descriptions for Complete Space Discontinuance

- A. Application Fee – The charge assessed by the **SBC-13STATE** to process the Collocator's application for Physical Collocation Arrangements.
- B. Project Management Fee – Complete Space Discontinuance – Reflects the **SBC-13STATE**'s labor costs to project manage the complete discontinuance of the Collocator's space. The labor costs include the **SBC-13STATE** engineering and real estate costs for planning design of floor tile restoration, interconnection, power and entrance cable removal, stenciling, floor plans, and DC power records.
- C. Remove Fiber Jumpers – Remove four fiber jumpers from the fiber protection system raceway.
- D. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- E. Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the MDF or IDF. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on frame, fire stop material, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- F. Remove DS1 Cable – Remove two sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- G. Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf,

- 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- H. Remove Timing Cable – Remove a single timing lead (P7 wire). Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, CO timing book sheet, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
 - I. Remove Power Cable – Distribution from the **SBC-13STATE** BDFB (sixty (60) amp A feed and sixty (60) amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
 - J. Remove Power Cable – Distribution from the **SBC-13STATE** Power Board (100 amp A feed and 100 amp B feed & above) – Remove 750 MCM cable (4 runs @ 180 feet), and remove and junk fuses and power panel. Removal activity also requires cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, gray paint for removing stenciling on Power Board, fire stop material, blank labels for BDFB, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
 - K. Remove Cage Grounding Material – Remove collocation cage grounding lead and ground bar. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, yellow job wallet, 8.5"x11" paper for engineering order, plotter paper for Central Office drawings and transportation and taxes as appropriate.
 - L. Remove Fiber Entrance Cable – Remove fiber entrance cable from 1st manhole closest to the Central Office through cable vault to its endpoint termination in the collocation space (average 300' of cable). Removal activity also requires infrastructure maps and records, engineering work order, pump/ventilate manhole, safety inspection and removal of safety hazards, fire stops, and mechanized cable pulling tools.
 - M. Restore Floor Tile - Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.
 - N. Restore Floor Tile – Non-Standard Bay - Remove floor tile and Drive Anchors Flush with Floor Slab, install 547 Floor Patch, apply floor adhesive, and install Vinyl Composite Floor Tile (VCT). Clean and Wax Floor Tile, abatement of asbestos containing Floor Tile, and Air Monitoring for Abatement.

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

19.7 Rate Element Descriptions for Space Reassignment

- A. Application Fee – The charge assessed by **SBC-13STATE** to process the Collocator's application for Physical Collocation Arrangements.
- B. Project Management Fee – Space Reassignment/Restenciling - This fee applies to Space Reassignment request when a "Collocator Assignee" chooses to assign the rights to a Physical Collocation Arrangement from an "Exiting Collocator." The charge reflects the **SBC-13STATE**'s labor costs to project manage the changes/removals and update Central Office inventory/provisioning records, stenciling, floor plans, and DC power records associated with serving the Physical Collocation Arrangement.
- C. Restencil DS0/DSL Block – The charge to remove/change stenciling on MDF or IDF per one hundred (100) pair blocks.
- D. Restencil DS1 Block– The charge to remove/change stenciling on DSX1 panel per twenty-eight (28) DS1s.

- E. Restencil DS3 Block – The charge to remove/change stenciling on DSX3 panel per DS3.
 - F. Restencil Fiber Cable Block - The charge to remove/change stenciling on FDF per twelve (12) pair cable.
 - G. Restencil Fiber Jumper Block - The charge to remove/change stenciling on FDF per four (4) fiber jumpers.
 - H. Restencil Power – The charge to remove/change stenciling on power source and tag power cables per one to four (1-4) fuses.
 - I. Restencil Timing – The charge to remove/change stenciling on timing source and tag timing cables per two (2) cable feeds.
 - J. Timing Record Book Update – The charge to update timing records when changes/removals occur.
 - K. Interconnection Records Update – The charge to update interconnection records when changes/removals occur.
 - L. Power Records Update – The charge to update power records when changes/removals occur.
 - M. Vendor Engineering – The labor costs for **SBC-13STATE** Tier 1 Installation/Removal Vendor to write the specifications to perform the restenciling job including travel time and site visit.
- 19.8 Rate Element Descriptions for Power Reduction (cable removal)
- A. Application Fee – The charge assessed by the **SBC-13STATE** to process the Collocator's application for Physical Collocation Arrangements.
 - B. Project Management Fee – Power Reduction (cable removal) - Reflects **SBC-13STATE**'s labor costs to manage the removal of the individual Collocator's power cable facilities used for or associated with serving the Physical Collocation Arrangement.
 - C. Remove Power Cable – Distribution from **SBC-13STATE** BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from BDFB, and updating documents as required.
 - D. Remove Power Cable – Distribution from **SBC-13STATE** Power Board (100 amp A feed and 100 amp B feed and above) – Remove four (4) power cables, including fuses and fuse panel. Removal activity also requires all costs associated with the power cable removal, packing and shipping, removing stenciling from Power Board, and updating documents as required.
- 19.9 Rate Element Descriptions for Power Reduction (re-fusing only)
- A. Application Fee – The charge assessed by **SBC-13STATE** to process the Collocator's application for Physical Collocation Arrangements.
 - B. Project Management Fee – Power Re-Fusing Only at **SBC-13STATE** BDFB (50 amp A feed and 50 amp B feed & below power arrangements) - Reflects **SBC-13STATE**'s labor costs to project manage the change of the power re-fusing change on the Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at **SBC-13STATE** BDFB. This fee is applicable when the Collocator is coordinating the fuse reduction at **SBC-13STATE** BDFB.
 - C. Project Management Fee – Power Re-Fusing Only at **SBC-13STATE** Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - Reflects the **SBC-13STATE**'s labor costs to project manage the change of the individual Collocator's power services associated with serving the Physical Collocation Arrangement when power fuses are being reduced at **SBC-13STATE** Power Board. This fee is applicable when **SBC-13STATE** is coordinating the fuse reduction at **SBC-13STATE** Power Board.

- D. Power Fuse Reductions on **SBC-13STATE** BDFB (50 amp A feed and 50 amp B feed and below power arrangements) – The charge for **SBC-13STATE** to tag cables and update Central Office power records associated with the fuse change on the **SBC-13STATE** BDFB per one to four (1-4) fuses. This fee applies when the Collocator performs the fuse change at the BDFB.
- E. Power Fuse Reductions on **SBC-13STATE** Power Board (100 amp A feed and 100 amp B feed and above power arrangements) - The charge for **SBC-13STATE** to change the fuse at **SBC-13STATE** power board, tag cables and update Central Office power records associated with fuse change on **SBC-13STATE** Power Board per one to four (1-4) fuses.

19.10 Rate Element Descriptions for Interconnection Termination Reduction

- A. Application Fee – The charge assessed by **SBC-13STATE** to process the Collocator's application for Physical Collocation Arrangements.
- B. Project Management Fee – Interconnection Termination Reduction – The charge reflects **SBC-13STATE**'s labor costs to project manage the removal of the interconnection cabling and update the interconnection block stenciling, Central Office and inventory/provisioning records associated with serving the Physical Collocation Arrangement.
- C. Remove VF/DS0 Cable – Remove cable sheaths totaling one hundred (100) pairs and each one hundred (100) pair connecting block from the **SBC-13STATE** Main Distribution Frame to the Physical Collocation Arrangement.
- D. Remove DS1 Cable – Remove two (2) sheaths, on transmit and one receive, comprising of a total of twenty-eight (28) DS1 circuits to an existing DSX1 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, blank labels for DSX shelf, 8.5"x11" paper for engineering job order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- E. Remove DS3 Cable (Coax) – Remove two (2) coax cables per DS3 circuit to an existing DSX3 panel. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, heat shrink wrap, waxed cable cord/twine, fire stop material, blank labels for DSX shelf, 8.5"x11" paper for engineering order, yellow job wallet, plotter paper for Central Office drawings and transportation and taxes as appropriate.
- F. Remove Fiber Cables – Remove fiber cable sheaths (1-216 fibers) on dedicated fiber racking. Typical material includes cable scrap boxes (see Note 1 below), adjacent equipment protection material, waxed cable cord/twine, gray paint for removing plotter paper for Central Office drawings and transportation and taxes as appropriate.
- G. Remove Fiber Jumpers - Remove four fiber jumpers from the fiber protection system raceway.

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

21 CDOW (COLLOCATOR DOES OWN WORK) - COLLOCATOR RESPONSIBILITIES

- 21.1 The Collocator may elect to provision the collocation site or the Collocator may elect to hire **SBC-13STATE** to provision the collocation site per previous Sections.
- 21.2 When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an **SBC-13STATE** Approved Tier 1 Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within the Collocation Rate Summary.
- 21.3 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's Dedicated Space and **SBC-13STATE** Main Distribution Frame or its equivalent by **SBC-**

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

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

21.5 Interval (Collocator Installs Interconnection and Power Cabling)

- 21.5.1 The intervals set forth in this Section apply only when Collocator installs interconnection and power cabling. **SBC-13STATE** will notify Collocator as to whether its request for space is granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency. If these types of changes are requested while application is in queue, the application will be rejected.
- 21.5.2 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator's the requested Physical Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided **SBC-13STATE** such response and payment by the twelfth (12) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Dedicated Space is

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

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

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

Table 1

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

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

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

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

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

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

- 400 Copper shielded cable pair connections
 - 12 fiber pair connections
- 21.5.5.1 Applications (except requests for Adjacent Structure Collocation) received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above intervals. The Caged and Cageless Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.
- 21.5.5.2 The delivery interval for the above Augments is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table 2 below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead iron/racking and additional power.
- 21.5.5.3 The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

Table 2

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

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

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

- If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead iron/racking and power exists, the delivery interval assigned will be thirty (30) days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead iron/racking and power does not exist, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty-five (65) calendar days.
- 21.5.6 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.
- 21.5.7 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing for an initial collocation arrangement to continue construction on the Physical Collocation job requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate

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

21.6 Rates Elements for **SBC-13STATE** Central Offices

21.6.1 Caged Collocation

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

21.6.2 DC Power Arrangement Provisioning

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

21.6.3 Entrance Fiber Optic Cable Arrangement

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

21.6.4 DS0 Voice Grade Interconnection Cable Arrangement

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

21.6.5 DS-1 Interconnection Cable Arrangement to DCS

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

21.6.6 DS-1 Interconnection Cable Arrangement to DSX

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

21.6.7 DS-3 Interconnection Cable Arrangement to DCS

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

21.6.8 DS-3 Interconnection Cable Arrangement to DSX

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

21.6.9 Fiber Interconnection Cable Arrangement

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

21.6.10 Collocation to Collocation Connection

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

21.6.10.1.1 Fiber Cable (12 Fiber Pairs)

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

21.6.10.1.2 Copper Cable

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

21.6.10.1.3 Coax Cable

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

21.6.10.1.4 Cable Racking and Hole

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

21.6.10.1.5 Route Design

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

APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. GENERAL DESCRIPTION

- 1.1 This Section of the Appendix provides for Virtual Collocation for the purpose of interconnecting to **SBC-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251 (c)(2), and for access to **SBC-13STATE**'s Lawful Unbundled Network Elements ("Lawful UNEs") pursuant to 47 U.S.C. § 251(c)(3) of the Act when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.
- 1.2 The Parties intend that this Appendix contain the sole and exclusive terms and conditions by which CLEC will obtain Virtual Collocation from **SBC-13STATE** pursuant to 47 U.S.C. § 251(c)(6). Except as may be specifically permitted by this Appendix, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase Virtual Collocation directly from any **SBC-13STATE** tariff, and agree not to so purchase or attempt to so purchase from any **SBC-13STATE** tariff that provides for 251(c)(6) Virtual Collocation. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to enforce the foregoing (including if **SBC-13STATE** fails to reject or otherwise block applications for, or provides or continues to provide, 251(c)(6) Virtual Collocation under tariff to CLEC or any of its affiliated entities) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, **SBC-13STATE** may either reject any application or order for 251(c)(6) Virtual Collocation submitted under tariff, or without the need for any further contact with or consent from CLEC, **SBC-13STATE** may process any order for any 251(c)(6) Virtual Collocation submitted under tariff, as being submitted under this Appendix and, further, may convert any 251(c)(6) Virtual Collocation provided under tariff, to this Appendix, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.
- 1.3 Upon request from a Collocator, **SBC-13STATE** will provide one of the following maintenance alternates for its Virtual Collocation offering:
 - 1.3.1 In all of **SBC-13STATE**'s premises, **SBC-13STATE** will offer Virtual Collocation wherein **SBC-13STATE** maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Sections 1 through 17 of this Appendix.
 - 1.3.2 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Section 17 following and consistent with the rates, terms and conditions as provided for throughout this entire Appendix. **SBC-13STATE** may at its option, elect to offer this maintenance alternative in one or more of its Central Offices, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available. As described in Section 17, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that **SBC-13STATE** may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 17 is null and void and all Virtual Collocation will be maintained as described in Section 1 above.
- 1.4 Virtual Collocation in the Central Office is available for interconnection with **SBC-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access as well as **SBC-13STATE** provided Lawful UNEs. Virtual Collocation in CEVs, huts and cabinets is available for interconnection with **SBC-13STATE** provided UNEs.
- 1.5 Rates for the individual Lawful UNEs to which the Collocator wants to gain access using Virtual Collocation can be found in the Collocator's Agreement with **SBC-13STATE**.

- 1.6 A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to **SBC-13STATE** within **SBC-13STATE**'s Central Offices is contained in Section 12 (Rate Regulations). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to **SBC-13STATE** within **SBC-13STATE**'s CEVs, huts and cabinets is contained in 19.36.2 (Rate Elements for **SBC-13STATE** CEVs, huts and cabinets).
- 1.7 Virtual Collocation provides for Interconnection to **SBC-13STATE** for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with **SBC-13STATE** provided Lawful UNEs when the Equipment is Provided by the Collocator.
- 1.8 Virtual Collocation provides for interconnection between **SBC-13STATE** and the facilities of a virtual Collocator and is available for the transmission and routing of Telephone Exchange Service and Exchange Access in **SBC-13STATE** Central Offices and for interconnection with **SBC-13STATE** provided Lawful UNEs in **SBC-13STATE** Central Offices and CEVs, huts and cabinets.
- 1.9 Virtual Collocation is available at **SBC-13STATE** wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4 and in **SBC-13STATE** CEVs, huts and cabinets. Upon request, **SBC-13STATE** will provide a listing of locations of **SBC-13STATE**'s CEVs, huts or Cabinets.
- 1.10 The rate elements provided in this Appendix are required when Collocator uses Virtual Collocation equipment to access Lawful UNEs. Such access is provided through cross connects purchased from the Agreement. Lawful UNEs including associated cross connects are obtained from the Agreement between the Collocator and **SBC-13STATE**. Cross connects associated with Lawful UNEs establish the circuit between the virtually collocated equipment, and these cross connects are the point at which services provided and purchased from the Agreement begin. Virtually collocated equipment is available as follows:
 - 1.10.1 A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth below and the equipment conforming to industry safety standards as described in **SBC-13STATE**'s Technical Publication <https://clec.sbc.com/clec/>.
 - 1.10.2 In accordance with Section 251(c)(6) of the Act, the Collocator may collocate equipment for Virtual Collocation if such equipment is necessary for interconnection to **SBC-13STATE** under 47.U.S.C. § 251(c)(2) or accessing **SBC-13STATE**'s Lawful UNEs under 47.U.S.C. § 251(c)(3) of the FTA 96. For purposes of this Section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to Lawful UNEs. Such uses are limited to interconnection to **SBC-13STATE**'s network "for the transmission and routing of Telephone Exchange Service or Exchange Access," or for access to **SBC-13STATE**'s Lawful UNEs "for the provision of a telecommunications service."
 - 1.10.3 Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996. **SBC-13STATE** is not required nor shall it permit the collocation of stand-alone switches or enhanced services equipment.
 - 1.10.4 In addition, **SBC-13STATE** voluntarily permits Collocator collocation of certain Multifunctional Equipment included in the definition of "advanced services equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. Under the SBC/Ameritech Merger Condition, "advanced services equipment" is defined as follows: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger

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

- 1.10.5 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** will voluntarily allow collocation of REMOTE SWITCH MODULE (RSM) solely under the following conditions: (1) the REMOTE SWITCH MODULE (RSM) may not be used as a stand-alone switch; it must report back to and be controlled by a Collocator identified host switch and direct trunking to the REMOTE SWITCH MODULE (RSM) will not be permitted; (2) the REMOTE SWITCH MODULE (RSM) equipment must be used only for the purpose of interconnection with **SBC-13STATE**'s network for the transmission and routing of Telephone Exchange Service or Exchange Access or for access to **SBC-13STATE**'s Lawful UNEs for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and Collocator mutually agree to such collocation.
- 1.10.6 For purposes of this Section, "Multifunctional Equipment" means equipment that has (1) functions that make the equipment "necessary for interconnection or access to Lawful UNEs" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions. **SBC-13STATE** will not allow collocation of stand-alone switching equipment or any enhanced services equipment.
- 1.10.7 **SBC-13STATE** voluntarily allows Collocator to place ancillary equipment, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment on a non-discriminatory basis only if **SBC-13STATE** and Collocator mutually agree to such placement, in **SBC-13STATE**'s premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 1.10.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in GTE Service Corporation v. FCC, No. 99-1176, 2000 U.S. App. LEXIS 4111 (D.C. Cir. March 17, 2000) ("GTE Opinion"), **SBC-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an **SBC-13STATE** Eligible Premises, that prior to the May 11, 2000, effective date of the GTE Opinion, were (1) in place in **SBC-13STATE** or (2) requested by Collocator and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-vacated Collocation Order (Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC-13STATE**'s agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or deems such arrangements to be discriminatory vis-à-vis other carriers.
- 1.10.9 All types of network equipment placed in **SBC-13STATE** network equipment areas of Eligible Structures by **SBC-13STATE** or Collocator must meet **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems. The Collocator will be expected to conform to the same accepted procedures and standards utilized by including **SBC-13STATE** and its contractors when engineering and installing equipment.

- 1.10.10 In the event that **SBC-13STATE** denied Collocation of Collocator's equipment, citing Safety Standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current Safety Standards when such equipment was placed in the Eligible Premise.
- 1.10.11 In the event **SBC-13STATE** believes that collocated equipment is not necessary for interconnection or access to Lawful UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment unless and until the dispute is resolved in its favor. The Collocator will be given ten (10) business days to comply with the requirements and/or remove the equipment from the collocation space if the equipment already improperly was collocated. If the Parties do not resolve the dispute pursuant to the dispute resolution procedures set forth in the Agreement, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 1.10.12 Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to **SBC-13STATE**'s personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix. Disputes regarding proper implementation of operating practices or technical standards may be resolved under the standards of Sections 1.12.3 of this Appendix.
- 1.11 A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Appendix. If **SBC-13STATE** chooses to have its personnel present when the CLEC equipment is installed, then **SBC-13STATE**'s presence will be at its own expense. However, if **SBC-13STATE** demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this Appendix, the CLEC is responsible for the quantifiable expense incurred by **SBC-13STATE**.
- 1.12 Federal Telecommunications Act of 1996 (the "Act")
- 1.12.1 **SBC-13STATE** provides Virtual Collocation for interconnection to **SBC-13STATE** for the transmission and routing of Telephone Exchange Service and Exchange Access pursuant to 47 U.S.C. § 251(c)(2), and for access to **SBC-13STATE**'s Lawful UNEs pursuant to 47 U.S.C. § 251(c)(3).
- 1.12.2 The use of Virtual Collocation for (1) interconnection to **SBC-13STATE** or (2) access to **SBC-13STATE**'s Lawful UNEs, in either case pursuant to 47 U.S.C. § 251(c), is available at **SBC-13STATE** wire centers as specified in the National Exchange Carrier Association, Inc., tariff F.C.C. No. 4, and in **SBC-13STATE** CEVs, huts and cabinets.

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

2. DEFINITIONS

- 2.1 **Act** - "Act" means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 **Active Collocation Space** – Denotes the space within an Eligible Structure that can be designated for Physical Collocation which has sufficient telecommunications infrastructure systems, including power. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for Physical Collocation is considered to be Active Collocation Space.
- 2.3 **Adjacent Off-site Arrangement** – Where Physical Collocation space within **SBC-13STATE** Eligible Structure is Legitimately Exhausted, and the Collocator's Adjacent On-site space is not within 50 ft. of the Eligible Structure's outside perimeter wall, the Collocator has the option and **SBC-13STATE** shall permit an Adjacent Structure Off-site Arrangement, to the extent technically feasible. The Adjacent Off-site Arrangement is available if the Collocator's site is located on a property that is contiguous to or within one standard city block of **SBC-13STATE**'s Central Office or Eligible Structure.
- 2.3.1 Such arrangement shall be used for interconnection or access to Lawful UNEs. When the Collocator elects to utilize an Adjacent Off-site Arrangement, the Collocator shall provide both the AC and DC power required to operate such facility. The Collocator may provide its own facilities to **SBC-13STATE**'s premises or to a mutually agreeable meet point from its Adjacent Off-site location for interconnection purposes. The Collocator may subscribe to facilities available in the UNE rate schedule of the Collocator's Agreement. The rates established in this Appendix for Adjacent Off-site Arrangement apply only if Collocator's Adjacent off-site Arrangement is located on a property that is contiguous to or within one standard city block of **SBC-13STATE**'s Central Office or Eligible Structure.
- 2.3.2 At the time the Collocator requests this arrangement, the Collocator must provide information as to the location of the Adjacent Off-site facility, the proposed method of interconnection, and the time frame needed to complete provisioning of the arrangement. **SBC-13STATE** shall provide a response to Collocator within ten (10) days of receipt of the application, including a price quote, provisioning interval, and confirmation of the manner in which the Adjacent Off-site Facility will be interconnected with **SBC-13STATE**'s facilities. **SBC-13STATE** shall make best efforts to meet the time intervals requested by Collocator and, if it cannot meet the Collocator's proposed deadline, shall provide detailed reasons, as well as proposed provisioning intervals.
- 2.3.3 In the event that interior space in an Eligible Structure becomes available, **SBC-13STATE** will provide the option to the Collocator to relocate its equipment from an Adjacent or an Adjacent Off-site Facility into the interior space. In the event the Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.
- 2.4 **Adjacent Structure** - A Collocator-provided structure placed on **SBC-13STATE** property (Adjacent On-site) or non-Company property (Adjacent Off-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. **SBC-13STATE** and telecommunications carrier will mutually agree on the location

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

- 2.5 **Augment** - A request from a Collocator to add equipment and/or cable to an existing Physical Collocation arrangement.
- 2.6 **Custom Work Charge** – Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., painting a cage). Custom work may not be charged to Collocator for any work performed which will benefit or be used by SBC-13STATE or other collocators. SBC-13STATE also may not impose a Custom Work Charge without the Collocator's approval and agreement that the custom work is not included in the provision of collocation as provided for in the rate elements contained in this Appendix. In the event an agreement between the Collocator and SBC-13STATE is not reached regarding the Custom Work Charge, SBC-13STATE shall complete construction of the Collocator's space pending resolution of the issue by the the appropriate Commission and the Collocator may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by the Collocator or owed to SBC-13STATE shall accrue interest at the rate established by the appropriate Commission. All Custom Work Charges that are approved by the the appropriate Commission will be the basis for calculating a refund to a Collocator that has overpaid or the amount due to SBC-13STATE that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, SBC-13STATE shall file the appropriate interconnection agreement amendment. However, SBC-13STATE shall not delay completion of such work during the agreement approval process. SBC-13STATE shall perform such work based upon provisional rates, subject to true up.
- 2.7 **Day** – For purposes of application and/or installation intervals, "day" denotes calendar days unless otherwise specified. However, any time period equal to or less than five days, day denotes business day.
- 2.8 **Dedicated Space** - Denotes the space dedicated for the Collocator's Physical Collocation arrangement located in SBC-13STATE Eligible Structure.
- 2.9 **Eligible Structure** - Eligible Structure refers to SBC-13STATE's Central Offices and serving wire centers, as well as all buildings or similar structures owned or leased by SBC-13STATE that house its network facilities, and all structures that house SBC-13STATE's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.10 **Infrastructure Systems** - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.
- 2.11 **Legitimately Exhausted** – Denotes when all space in a Central Office (CO) or other Eligible Structure that can be used to locate telecommunications equipment in any of the methods of collocation available under this Appendix is exhausted or completely occupied. Before SBC-13STATE may make a determination that space in an Eligible Structure is legitimately exhausted, SBC-13STATE must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in SBC-13STATE's response to a Collocator's application or in provisioning collocation arrangements. The determination of exhaustion is subject to dispute resolution as provided in Appendix General Terms & Conditions, Section 10. In making this determination, SBC-13STATE may reserve space for transport equipment for current year plus two years. Additionally, SBC-13STATE may not reserve space for equipment for itself, or advanced or interLATA services affiliates or other affiliates of SBC-13STATE or for future use by SBC-13STATE or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. SBC-13STATE may reserve space for Switching, Power, Main Distribution Frame (MDF), and Digital Cross Connect

- System (DCS)) up to anticipated Collocator growth over a 10-year life expectancy of the ultimate footprint of the equipment.
- 2.12 **Other (Inactive) Collocation Space** - Denotes the space within the Central Office that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other (Inactive) Collocation Space is applicable to space within Central Offices only; other Eligible Structures such as CEVs, huts, and vaults are considered Active Collocation Space for purposes of this Appendix.
- 2.13 **Preparation Charges** - Denotes those charges associated with the initial preparation of the Collocator's Dedicated Space.
- 2.14 **Technically Feasible** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A rebuttable presumption that a collocation arrangement is technically feasible shall arise if the arrangement has been deployed by any incumbent local exchange carrier in the country.
- 2.15 **Telecommunications Infrastructure Space** – Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to Lawful UNEs of **SBC-13STATE**'s network.

3. PROVISIONING

- 3.1 Virtual Collocation for Interconnection to **SBC-13STATE** or access to **SBC-13STATE** provided Lawful UNEs is ordered as set forth in **SBC-13STATE**'s Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec/> for Virtual Collocation in 13-STATES. **SBC-13STATE** will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, hut and Cabinet space for the use of Collocator.
- 3.2 **SBC-13STATE** will provide Virtual Collocation for comparable equipment as it provides to itself in the Central Office, wire center, CEV, hut or Cabinet, as the case may be.

4. COLLOCATOR RESPONSIBILITIES

- 4.1 The Collocator will provide, under this Section of this Appendix, at its expense, all facilities and equipment required to facilitate interconnection and access to **SBC-13STATE**'s Lawful UNEs. The Collocator will, at its expense, provide the following:
- 4.1.1 All plug-ins and/or circuit packs (working, spare, and replacements),
 - 4.1.2 All unique tools and test equipment,
 - 4.1.3 Any ancillary equipment and cabling used for remote monitoring and control,
 - 4.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment,
 - 4.1.5 All training as described in Section 12.4.16.
- 4.2 The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on **SBC-13STATE** property. Suitable replacements are to be immediately provided to **SBC-13STATE** to restore equipment.
- 4.3 The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to **SBC-13STATE** Central Office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

5. COOPERATIVE RESPONSIBILITIES

- 5.1 **SBC-13STATE** will work cooperatively with the Collocator to develop implementation plans including timelines associated with:
- 5.1.1 Placement of Collocator's fiber into the Central Office vault,
 - 5.1.2 Location and completion of all splicing,
 - 5.1.3 Completion of installation of equipment and facilities,
 - 5.1.4 Removal of above facilities and equipment,
 - 5.1.5 To the extent known, the Collocator can provide forecasted information to **SBC-13STATE** on anticipated additional Virtual Collocation requirements,
 - 5.1.6 To the extent known, the Collocator is encouraged to provide **SBC-13STATE** with a listing of the equipment types that they plan to virtually collocate in **SBC-13STATE**'s Central Offices or CEVs, huts and cabinets. This cooperative effort will insure that **SBC-13STATE** personnel are properly trained on Collocator equipment.

6. INTERVALS AND PROVISIONING

- 6.1 Quote Intervals
- 6.1.1 Upon receipt of the Collocator's application and initial Planning Fee payment, **SBC-13STATE** will begin development of the quotation. **SBC-13STATE** will notify the Collocator as to whether its request for a Virtual Collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) calendar days of submission of the completed application.
 - 6.1.2 In responding to an application request, **SBC-13STATE** shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) calendar days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) calendar days. After forty-five (45) calendar days, a new application and Planning Fee are required.
 - 6.1.3 Price quote intervals are as follows and will run concurrent with the ten (10) calendar day notification interval for availability of Virtual Collocation interconnection:

Number of Applications By One Collocator	Quotations Interval
1 - 5	10 Calendar Days
6 - 10	15 Calendar Days
11 - 15	20 Calendar Days
16 – 20	25 Calendar Days

- 6.1.4 Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.
- 6.1.5 A Collocator may obtain a shorter quote interval by scheduling a meeting with **SBC-13STATE** at least twenty (20) calendar days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications.
- 6.1.6 Once **SBC-13STATE** has completed its review of the Virtual Collocation application form inquiry, the entire completed quote package will be forwarded to the potential Collocator in writing with a cover letter. The Collocator has forty-five (45) calendar days to remit a signed confirmation form along with a check for fifty percent (50%) of all the applicable nonrecurring charges.

- 6.1.7 If the Collocator fails to respond within the forty-five (45) calendar day interval, should the Collocator decide at a later time to proceed with Virtual Collocation, a new application and Planning Fee will be required.

6.2 Implementation Intervals

- 6.2.1 A Virtual Collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, **SBC-13STATE** will allow the Collocator's vendor to begin equipment installation no later than ninety (90) calendar days from acceptance of the quotation. The Virtual Collocation interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the Virtual Collocation area.
- 6.2.2 The construction intervals for Virtual Collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of fifty (50) amps, either in a single or in multiple feeds of fifty (50) amps (maximum fifty (50) amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds fifty (50) amps from a single source (e.g., 100 amps) per feed, the construction interval is ninety (90) calendar days. These same construction intervals apply for Virtual Collocation in Eligible Structures such as CEVs (Vaults), huts and cabinets.
- 6.2.3 When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Table 2-1

<u>Type</u>	<u>Description</u>	<u>Interval</u>	<u>Exception</u>
Virtual	Active Collocation space	90 calendar days	With SBC-13STATE installation of bays/racks/frames
Virtual	Active Collocation space	90 calendar days	With CLEC installation of bays/racks/frames

- 6.2.4 Where space is not suitable for Central Office equipment (e.g., it is not Active collocation space), **SBC-13STATE** shall have an additional thirty (30) calendar days to prepare the space. Virtual Collocation space is not reserved until the quotation is accepted.
- 6.2.5 When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, **SBC-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The Virtual Collocation construction interval ends when roughed in, unterminated DC power and interconnection cabling is provided to the collocation area. **SBC-13STATE** will complete construction of Active Collocation Space requests for Virtual Collocation in ninety (90) calendar days from the receipt of the Collocator's acceptance of the quotation where **SBC-13STATE** will be installing all or some of the bays. **SBC-13STATE** considers power to be available if sufficient power plant capacity exists, the Battery Distribution Fuse Bay (BDFB) (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or Battery Distribution Fuse Bay (BDFB) exists.
- 6.2.6 If a completion date outside the time period required herein is not agreed to by the Parties and not resolved through the Agreement's dispute resolution procedures, the issue may be presented by either Party to the appropriate Commission for determination.

6.3 Installation of Virtual Collocation Equipment

- 6.3.1 **SBC-13STATE** does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
- 6.3.2 **SBC-13STATE** will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.
- 6.3.3 In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the Collocator and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.
- 6.3.4 The Collocator and **SBC-13STATE** must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, **SBC-13STATE** will cooperatively test the collocated equipment and facilities with the Collocator.
- 6.3.5 **SBC-13STATE** will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print out of Actual Point of Termination/Connection Facilities Assignment (APOT/CFA) to the CLEC at collocation space turnover. This information is used to request access and line sharing services. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving APOT/CFA information.

6.4 Revisions

- 6.4.1 All Revisions to an initial request for a Virtual Collocation arrangement submitted by the Collocator must be in writing via a new application form.
- 6.4.1.1 Major Revisions include:
- adding telecommunications equipment that requires additional electrical power
 - adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.
- 6.4.1.1.1 If the revision is major, a new interval for the Virtual Collocation arrangement will be established which shall not exceed two months.
- 6.4.1.2 Minor Revisions include:
- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
 - adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
 - adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system
- 6.4.1.2.1 However, minor revisions will not require that a new interval be established. No additional Planning Fees shall be applicable if the revision is minor.
- 6.4.1.2.2 This list is not all-inclusive. Any revisions to the Collocator's application not specified above must be reviewed by **SBC-13STATE** to determine whether the revision is major or minor.

6.5 Augments

- 6.5.1 In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to **SBC-13STATE** Collocation Service Center (CSC) indicating in Section 3 of the

application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

- 6.5.2 SBC-13STATE will work cooperatively with Collocator to negotiate mutually agreeable implementation intervals for augments.

7. EQUIPMENT PROVISIONING

- 7.1 The Collocator will arrange to deliver to SBC-13STATE Central Office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.
- 7.2 For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.
- 7.3 SBC-13STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

8. REPAIR OF EQUIPMENT

- 8.1 Except in emergency situations, the Collocator-owned fiber optic facilities and Central Office terminating equipment will be repaired only upon the request of the Collocator. In an emergency, SBC-13STATE may perform necessary repairs without prior notification. The labor rates specified in Section 12.4.17 apply to SBC-13STATE Central Offices and SBC-13STATE CEVs, huts and cabinets and are applicable for all repairs performed by SBC-13STATE on the Collocator's facilities and equipment.
- 8.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide SBC-13STATE with the location and identification of the equipment and a detailed description of the trouble.
- 8.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SBC-13STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

9. MAINTENANCE OF EQUIPMENT

- 9.1 The Collocator will request any and all maintenance by SBC-13STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide SBC-13STATE with the location and identification of the equipment and a detailed description of the maintenance requested.
- 9.2 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SBC-13STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

10. ALARM COLLECTION

- 10.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.
- 10.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, SBC-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

11. TERMINATION OF VIRTUAL COLLOCATION

- 11.1 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SBC-13STATE to remove the Collocator's equipment and facilities from SBC-13STATE's property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Central Office. SBC-13STATE is not responsible for and

will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the Virtual Collocation arrangement, unless a different time period is mutually agreed upon. SBC-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC-13STATE or its contractors during the removal process. However, Collocator will indemnify and hold SBC-13STATE harmless for any damage done to virtually collocated equipment if SBC-13STATE permits the Collocator to hire a contractor approved by SBC-13STATE to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non-Company location, at the expense of the Collocator. Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days after removal of CLEC Virtual Collocation equipment, SBC-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SBC-13STATE instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the Central Office.

12. RATE ELEMENTS (SBC-13STATE DOES ALL WORK)

- 12.1 This Section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to SBC-13STATE under section 251(c)(2) and for access to SBC-13STATE provided Lawful UNEs under 251(c)(3), when the Collocator provides the equipment.
- 12.2 There are two types of rates and charges that apply to the various rate elements for Virtual Collocation. These are non-recurring charges and monthly recurring rates.
- 12.3 Rates and charges specific to Virtual Collocation for interconnection with SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access under section 251(c)(2), and for access to SBC-13STATE provided Lawful UNEs under 251(c)(3) in SBC-13STATE's Central Offices are set forth on Attachment 2 (Rates and Charges for SBC-13STATE Central Offices). Rates and charges specific to Virtual Collocation for access to SBC-13STATE provided Lawful UNEs in SBC-13STATE CEVs, huts and cabinets are set forth on the Collocation Rate Summary (Rates and Charges for SBC-13STATE CEVs, huts and cabinets).

12.4 Rate Elements for SBC-13STATE Central Offices

Consistent with provisions in Section 6 of this Appendix, the following provides a list of the specific rate elements for Virtual Collocation for interconnection with SBC-13STATE for the transmission and routing of Telephone Exchange Service and Exchange Access, and for access to SBC-13STATE's provided Lawful UNEs to be used in conjunction with Virtual Collocation in SBC-13STATE's Central Offices.

12.4.1 Planning Fee

- 12.4.1.1 The Planning Fee recovers SBC-13STATE costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for the Collocator's request for a Virtual Collocation arrangement. The Planning Fee also provides for SBC-13STATE personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The Planning Fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a Virtual Collocation arrangement. The subsequent planning charge will apply to any additional

interconnection or power arrangements. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.2 Floor Space

12.4.2.1 This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in **SBC-13STATE**'s Central Offices expressed as a monthly rate. Charges for the sub-elements are specified on the Collocation Rate Summary.

12.4.3 Relay Rack (Optional)

12.4.3.1 This sub-element provides the cost per Standard Bay relay rack when provided by **SBC-13STATE** expressed as a monthly rate. **SBC-13STATE**'s Standard Bay dimensions are 7' 0" high, and have a 23" interior width, 25" exterior width, and up to 15" deep. In those cases where an individual relay rack and associated floor space are shared by **SBC-13STATE** and the Collocator or among Collocators, the floor space and relay rack associated will be apportioned on a quarter rack basis. When the standard bay relay rack is provided by the Collocator, this rate element will not apply. Charges for this element are specified on the Collocation Rate Summary.

12.4.4 Common Systems Materials

12.4.4.1 This sub-element provides the infrastructure installation and maintenance of ironwork, racking, and lighting above the equipment bays. Charges for the sub-elements are specified on the Collocation Rate Summary. The common systems sub-element is distinct for standard and non-standard. In those cases where common systems materials for an individual relay rack and associated floor space are shared with the Collocator or among Collocators, the common systems materials for the floor space and relay rack associated will be apportioned on a quarter rack basis.

12.4.5 Real Estate

12.4.5.1 These rate elements provide for **SBC-13STATE** to recover the costs associated with preparing the Eligible Structure for telecommunications equipment (Site Conditioning) and securing the space (Safety and Security).

12.4.5.2 Site Conditioning

12.4.5.2.1 Permits **SBC-13STATE** to recover costs associated with preparing space within the Eligible Structure for telecommunications equipment. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.5.3 Safety and Security

12.4.5.3.1 Permits **SBC-13STATE** to recover costs associated with securing the telecommunications area used for Virtual Collocation. The nonrecurring charge for this sub-element is specified on the Collocation Rate Summary.

12.4.6 Entrance Fiber Optic Arrangement

12.4.6.1 This sub-element provides for **SBC-13STATE** pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and Fiber Distribution Frame (FDF). (Note: virtually collocated equipment may also be connected to dedicated transport facilities provided as Lawful UNEs in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Appendix). Charges for this rate element are on the Collocation Rate Summary.

12.4.6.2 Entrance Conduit, per sheath

12.4.6.2.1 This sub-element represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the fiber optic cable is placed. Charges for this element are specified on the Collocation Rate Summary.

12.4.7 DC Power Arrangement Provisioning

12.4.7.1 This sub-element is the cable and cable rack including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate for either 2-20 AMP feeds or 2-50 AMP feeds. Fuse panels necessary for terminating power feeds at the Collocator's equipment bay are provided by the Collocator. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, **SBC-13STATE** will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on List 2 design loads. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8 DC Power Amperage Charge

12.4.8.1 DC Power per AMP

12.4.8.1.1 This is a monthly recurring charge which is determined by multiplying the per DC amp rate by the total amount of DC amps provided over one of the two power feeds ordered by the Collocator for its power arrangement. By way of example, where CLEC orders DC Power in a 20-amp increment, it will be considered to have ordered two 20-amp power feeds and SBC will provision two (2) twenty (20) AMP DC power leads that have been fused (for a combined total of forty (40) AMPs), but SBC shall only bill CLEC the monthly recurring charge applicable to DC Power for a total of twenty (20) AMPs. The DC power charge per amp consists of the use of: DC power plant, backup generator, batteries & rectifiers, Battery Distribution Fuse Bay (BDFB), associated hardware & cabling, and AC energy to convert to DC power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.2 Heating, Ventilating, and Air Conditioning (HVAC)

12.4.8.2.1 This sub-element consists of the elements necessary to provide HVAC within the Eligible Structure to the collocation arrangement and is based on the heat dissipation required for each 10 AMPS of DC Power. Charges for this sub-element are specified on the Collocation Rate Summary.

12.4.8.3 Ground Cable Arrangement

12.4.8.3.1 The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment per frame expressed as a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this element are specified on the Collocation Rate Summary.

12.4.9 DS0 Voice Grade Interconnection Cable Arrangement

12.4.9.1 This sub-element provides for the cost associated with providing DS0 voice grade (100 pairs) non-shielded or shielded between **SBC-13STATE**'s Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for these sub-elements are specified on the Collocation Rate Summary.

- 12.4.10 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)
 - 12.4.10.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between **SBC-13STATE**'s Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate.
 - 12.4.10.2 Charges for this sub-element are specified on the Collocation Rate Summary.
- 12.4.11 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)
 - 12.4.11.1 This sub-element provides for the cost associated with providing 28 DS-1 cabling arrangement between **SBC-13STATE**'s Digital System Cross-Connect Frame (DSX) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.
- 12.4.12 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)
 - 12.4.12.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between **SBC-13STATE**'s Digital Cross Connect System (DCS) functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.
- 12.4.13 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame (DSX)
 - 12.4.13.1 This sub-element provides for the cost associated with providing one DS-3 cabling arrangement between **SBC-13STATE**'s Digital System Cross-Connect Frame functionality purchased from the Collocator's Agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.
- 12.4.14 Fiber Interconnection Cable Arrangement
 - 12.4.14.1 This sub-element provides for the cost associated with providing 12 fibers pairs between **SBC-13STATE**'s FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified on the Collocation Rate Summary.
- 12.4.15 Timing Source Arrangement (Optional)
 - 12.4.15.1 **SBC-13STATE** provided single signal from **SBC-13STATE**'s timing source to provide synchronization between a Collocator's single network element and **SBC-13STATE**'s equipment expressed as a recurring and non-recurring rate. Charges for this sub-element, if requested by the Collocator are specified on the Collocation Rate Summary.
- 12.4.16 Training
 - 12.4.16.1 **SBC-13STATE** is responsible for determining when training is necessary and how many of **SBC-13STATE**'s employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for Virtual Collocation. **SBC-13STATE** will be limited to request training for four (4) of **SBC-13STATE**'s personnel per location, unless a different number is mutually agreed upon by **SBC-13STATE** and Collocator.

- 12.4.16.2 The Collocator may have **SBC-13STATE** arrange for the required training of **SBC-13STATE**'s personnel. The non-recurring charges applicable for training are listed on the Collocation Rate Summary.
- 12.4.16.3 If **SBC-13STATE** chooses not to coordinate the required training, the Collocator will assume the responsibility for providing the training. It is then the responsibility of the Collocator to:
 - 12.4.16.3.1 arrange and pay to the supplier all costs for training sessions, including the cost of the trainer(s), transportation and lodging of such trainer(s), and required course material, and
 - 12.4.16.3.2 arrange and pay to each individual supplier all costs associated with lodging and other than domestic transportation, such as airfare, required for **SBC-13STATE** employee training.
 - 12.4.16.3.3 arrange and pay all costs associated with **SBC-13STATE** employee(s) attendance at the training, including lodging and other than local transportation, such as airfare, and employee(s) labor rate for time away from the job, required for **SBC-13STATE** employee training.
- 12.4.16.4 **SBC-13STATE** will work cooperatively with the Collocator to schedule **SBC-13STATE**'s personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge for **SBC-13STATE**'s personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable Company contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in Collocation Rate Summary will be assessed to the Collocator.
- 12.4.17 Maintenance and Repair Labor Rates
 - 12.4.17.1 Maintenance of Equipment
 - 12.4.17.1.1 This rate element is a labor rate charged by **SBC-13STATE** to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis and are dependent upon day of week and time of day.
 - 12.4.17.1.2 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.
 - 12.4.17.2 Repair of Equipment
 - 12.4.17.2.1 This rate element is a labor rate charged by **SBC-13STATE** to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.
 - 12.4.17.2.2 Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/4 hour basis and are dependent upon day of week and time of day.
 - 12.4.17.2.3 For purposes of this Appendix, normal weekday is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays.

Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

12.4.18 Collocation-to-Collocation Connection

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

12.4.18.1 Fiber Cable (12 Fiber Pair)

12.4.18.1.1 This sub-element provides for direct cabling using fiber cable (12 fibers pairs) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.2 Copper Cable (28 DS1s)

12.4.18.2.1 This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.3 Coax Cable (1 DS3)

12.4.18.3.1 This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified on the Collocation Rate Summary.

12.4.18.4 Cable Racking and Hole

12.4.18.4.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

12.4.18.5 Route Design

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

12.4.19 Equipment Evaluation Cost

12.4.19.1 This rate element is a labor rate charged by **SBC-13STATE** to the Collocator for evaluating the Collocator's equipment when not meeting Level 1 Safety requirements as set forth in Telcordia Network Equipment - Building Systems (NEBS). Charges for this element are specified on the Collocation Rate Summary.

12.4.20 Test and Acceptance

12.4.20.1 This rate element is a labor rate charged by **SBC-13STATE** to the Collocator for cooperative assisting the Collocator's approved vendor in testing and accepting the installed virtually collocated equipment. Charges for this element are specified on the Collocation Rate Summary.

12.5 Rate Elements for **SBC-13STATE**'s CEVs, huts and cabinets

The following provides a list of the specific rate elements for Virtual Collocation for access to **SBC-13STATE**'s provided Lawful UNEs in **SBC-13STATE**'s CEVs, huts and cabinets.

12.5.1 Entrance Cable Fiber

12.5.1.1 This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the Eligible Structure, routing, securing and preparing the end for splicing or termination.

12.5.1.2 Charges for these sub-elements are specified on the Collocation Rate Summary.

12.5.2 Entrance Conduit

12.5.2.1 Any reinforced passage or opening placed for the Collocator provided facility in, on, under/over or through the ground between **SBC-13STATE** CEV, hut, or Cabinet and the Collocator structure. Rates and charges are as found on the Collocation Rate Summary.

12.5.3 DC Power Amperage Charge

12.5.3.1 This sub-element provides for the use of power in the hut, CEV, or cabinet based on the amount of mounting space that is used by the Collocator as measured in 2-inch increments. Charges for this sub-element are expressed as a recurring charge and can be found on the Collocation Rate Summary.

12.5.4 24-Foot CEV

12.5.4.1 This sub-element provides for the use of mounting space within a 24-foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.5 16-Foot CEV

12.5.5.1 This sub-element provides for the use of mounting space within a 16-Foot CEV. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.6 Maxi-Hut

12.5.6.1 This sub-element provides for the use of mounting space within a maxi-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.7 Mini-Hut

12.5.7.1 This sub-element provides for the use of mounting space within a mini-hut. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.8 Large Cabinet

12.5.8.1 This sub-element provides for the use of mounting space within a Large Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.9 Medium Cabinet

12.5.9.1 This sub-element provides for the use of mounting space within a Medium Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.10 Small Cabinet

- 12.5.10.1 This sub-element provides for the use of mounting space within a Small Cabinet. This element is expressed as a monthly rate. The charge for this sub-element is specified on the Collocation Rate Summary.

12.5.11 Project Coordination Fee

- 12.5.11.1 The project coordination fee provides for SBC-13STATE personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified on the Collocation Rate Summary.

13. ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION

- 13.1 Virtual Collocation wherein the Collocator maintains and repairs the virtually collocated equipment.
- 13.2 For purposes of virtually collocating equipment, SBC-13STATE shall determine which Eligible Structures require access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to SBC-13STATE and other Collocators.
- 13.3 After Collocator has been provided with written notification by SBC-13STATE that access to CEVs, huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocator may not enter an Eligible Structures without obtaining updated copies of drawings, schematics, or other engineering documents. Upon request, SBC-13STATE shall immediately make available to Collocator those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, SBC-13STATE shall not prevent the Collocator from entering the Eligible Structure. If SBC-13STATE does not immediately make the requested documents available to a Collocator and the Collocator enters the Eligible Structure, SBC-13STATE shall deliver the requested documents to Collocator immediately upon locating same.
- 13.4 SBC-13STATE will provide a security escort with the Collocator paying the expense for the escort. SBC-13STATE will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the Parties, at the time of notice. In the event the FCC determines that SBC-13STATE may not require a security escort paid for by the Collocator, then this Virtual Collocation maintenance alternative as described in this Section and in Section 1.24 of this Appendix is null and void, and all Virtual Collocation will be maintained by SBC-13STATE as described in Section 1.3 of this Appendix.
- 13.5 Prior to entering an Eligible Structure that requires drawings, schematics, or other engineering documents, Collocator must provide SBC-13STATE with reasonable notice of the entry. Notice will be provided to SBC-13STATE's Local Operations Center, which will be available to receive notice twenty-four (24) hours a day, seven (7) days a week. Collocator providing notice to SBC-13STATE's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the Eligible Structure.
- 13.6 The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SBC-13STATE security standards. Disciplinary procedures shall be established in accordance with Section 14.3 of this Appendix to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of SBC-13STATE or other Collocators in jeopardy.

- 13.7 SBC-13STATE may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.
- 13.8 SBC-13STATE shall be permitted to recover the cost of such security devices from the Collocator in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SBC-13STATE's equipment suppliers with equivalent access.
- 13.9 Provisioning of equipment required for Virtual Collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this Appendix.

14. OBLIGATIONS OF THE COLLOCATOR

14.1 Indemnification of SBC-13STATE

- 14.1.1 Except as otherwise provided, the indemnity provisions of the Agreement between SBC-13STATE and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this Section supersede or override the indemnification provisions contained in the Agreement between SBC-13STATE and Collocator. Additionally, in the event of a conflict between indemnification provisions in the Agreement and this Appendix, the provisions in the Agreement will control.
- 14.1.2 Collocator shall indemnify and hold harmless SBC-13STATE, the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against SBC-13STATE where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Appendix; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Appendix or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the negligence or willful or intentional misconduct of SBC-13STATE or its employees. The provisions in this Section are reciprocal and applicable also to SBC-13STATE.
- 14.1.3 SBC-13STATE shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SBC-13STATE and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SBC-13STATE and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

14.2 Insurance

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

- 14.2.1 Workers' Compensation insurance with benefits afforded under the laws of the State of SBC-13STATE and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-

each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

- 14.2.2 Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations.

14.2.2.1 Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. **SBC-13STATE** will be named as an Additional Insured on the Commercial General Liability policy.

- 14.2.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. All Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure.

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

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

- 14.2.6 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to **SBC-13STATE** as well. If a certificate is not received, **SBC-13STATE** will notify the Collocator and the Collocator will have five (5) business days to cure the deficiency.

- 14.2.7 If the Collocator does not cure the deficiency within five (5) business days, Collocator hereby authorizes **SBC-13STATE**, and **SBC-13STATE** may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. **SBC-13STATE** will invoice Collocator for the costs incurred to so acquire insurance.

- 14.2.8 The cancellation clause on the certificate of insurance will be amended to read as follows:

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

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

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

14.3 Conduct While in **SBC-13STATE** Eligible Structures

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

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

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

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

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

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

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

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

14.3.3 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of **SBC-13STATE** security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that **SBC-13STATE**'s own employees and authorized contractors must undergo. **SBC-13STATE** will not, however, require Collocator to receive security training from **SBC-13STATE**, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details shall be included in **SBC-13STATE**'s Interconnector's Collocation Services Handbook for Virtual Collocation in **SBC-13STATE**.

15. COOPERATIVE RESPONSIBILITIES

15.1 Qualification of Collocator

15.1.1 Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of **SBC-13STATE**'s security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that **SBC-13STATE**'s own employees and authorized contractors must undergo. **SBC-13STATE** will not, however, require Collocator to receive security training from **SBC-13STATE**, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with their own security training. Qualification program and security training details

shall be included in **SBC-13STATE**'s Interconnector's Collocation Services Handbook at <https://clec.sbc.com/clec/> for Virtual Collocation in 13-STATES.

16. RATE REGULATIONS

The rate element descriptions and rates and charges included in Section 14 preceding apply to this Virtual Collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

16.1 Rate Elements for **SBC-13STATE**'s Offices

16.1.1 This security escort charge consists of the charges for **SBC-13STATE** provided security escorts for Collocator Vendor's access to their Virtual Collocation space in staffed and unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ¼ hour basis and are dependent upon day of week and time of day. For purposes of this Appendix, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified on the Collocation Rate Summary.

16.2 Rate Element for **SBC-13STATE**'s CEV, Hut, and Cabinets

16.2.1 The security escort charge consists of the charges for **SBC-13STATE** provided security escorts for Collocator Vendor's access to their Virtual Collocation space in CEVs, huts and cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/4 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed upon meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call-out charge. Rates and charges are as found on the Collocation Rate Summary.

16.3 Application of Rates and Charges

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

17. CDOW (CLECs DOING OWN WORK) - COLLOCATOR RESPONSIBILITIES

When the Collocator selects the option to provide, install, and terminate its interconnection and power cabling with an **SBC-13STATE** Approved Vendor, the following Sections will apply. However, the terms and conditions within CDOW are not comprehensive. There are terms and conditions from the preceding Sections of this same Appendix that still apply for CDOW for rate elements that are not specifically addressed within Section 17 following.

17.1 Interconnection Cable

17.1.1 The Collocator has the option to provide, install and terminate its interconnection cabling between the Collocator's dedicated space and **SBC-13STATE** Main Distribution Frame (MDF) or its equivalent by **SBC-13STATE** Approved Vendor. This option is only available if Collocator does all three (3) activities associated with interconnection cabling: provide, install and terminate. The Collocator may not elect to do some but not all the activities. Collocator

must indicate on its Virtual Collocation application that it has selected this option to apply to all interconnection cabling requested on the application. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its power cable leads described in Section 17.2. If Collocator selects this option, SBC-13STATE will install and stencil termination blocks or panels at SBC-13STATE Main Distribution Frame (MDF) or its equivalent for the handoff of the Actual Point of Termination (APOT) Connection(s) to the Collocator's SBC-13STATE Approved Vendor. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's SBC-13STATE Approved Vendor must obtain an approved Method Procedure (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.2 DC Power Arrangement Provisioning

- 17.2.1 The Collocator has the option to provide, install and terminate its power cable leads between the Collocator's Dedicated Space and SBC-13STATE's Battery Distribution Fuse Bay (BDFB) by SBC-13STATE Approved Power Installation Vendor. When SBC-13STATE designated power termination point is at the Power Plant Primary Distribution, the Collocator's SBC-13STATE Approved Power Installation Vendor will provide and install the power cable leads, but not terminate.
- 17.2.2 The Collocator must contact SBC-13STATE project manager five (5) business days prior to scheduling a request for the termination of the Collocator's power cable leads to SBC-13STATE Power Plant Primary Distribution, which will be performed by SBC-13STATE. This option is only available if the Collocator does all three (3) activities associated with the power cable lead unless described otherwise within this Section.
- 17.2.3 The Collocator may not elect to do some but not all the activities unless otherwise permitted in this Section. If Collocator selects this option, the Collocator must also select the option to provide, install and terminate its interconnection cabling described in Section 17.1. Intervals and provisioning for this offering are found in Section 17.3.1 through 17.3.5. The Collocator's SBC-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow SBC-13STATE's Technical Publication TP 76300MP for installation of equipment and cable facilities.

17.3 Intervals and Provisioning

- 17.3.1 Implementation Intervals when CLEC hires SBC-13STATE Approved Vendor Installs Interconnection and Power Cabling.
 - 17.3.1.1 SBC-13STATE will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by SBC-13STATE. SBC-13STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If SBC-13STATE determines that Collocator's Virtual Collocation Application is unacceptable, SBC-13STATE shall advise Collocator of any deficiencies within this ten (10) calendar day period. SBC-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and

a new delivery interval. The delivery intervals set forth in this Section 17.3 is for new and augment Virtual Collocation Applications apply only when the Collocator installs interconnection and power cabling.

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

Table 1

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

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

- 17.3.1.4 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals

assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

- 17.3.1.5 If Applications (1-4) are for Virtual Collocation Space where overhead racking exists, the delivery intervals assigned will be sixty (60) days. If Applications (5-11) are for Virtual Collocation Space where overhead racking does not exist, the delivery intervals assigned to Applications (5-10) will be eighty (80) calendar days and Application (11) will be assigned eighty five (85) calendar days. The Virtual Collocation Application (12) was requested in an Eligible Structure that needs additional HVAC added and would be assigned one hundred and eight five (185) calendar days.
- 17.3.2 Payment
- 17.3.2.1 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator's **SBC-13STATE** Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's **SBC-13STATE** Approved Vendor by **SBC-13STATE**.
- 17.3.3 Cable Augments
- 17.3.3.1 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:
- 17.3.3.1.1 168 DS1 connections and/or
- 17.3.3.1.2 48 DS3 connections and/or
- 17.3.3.1.3 400 Copper (shielded or nonshielded) cable pair connections and/or
- 17.3.3.1.4 12 fiber pair connections
- 17.3.3.2 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.
- 17.3.3.3 The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

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

- 17.3.3.4 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) days for every five (5) additional application or fraction thereof. Any material revision to a Virtual Collocation Application for cabling Augments will be treated as a new application and the cabling Augment delivery

intervals set forth in Table (2) above. All cabling Augment applications received by **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

- 17.3.3.5 For example, but not by way of limitation, if a Collocator submits twelve (12) Virtual Collocation Applications for cabling Augments in a state, the delivery intervals assigned will depend on which variables apply within each Eligible Structure requested:
- 17.3.3.6 If Applications (1-4) are for Virtual Collocation cabling Augments where necessary elements such as overhead racking and power exists, the delivery interval assigned will be thirty (30) calendar days. If Applications (5-12) are for Physical Collocation where necessary elements such as overhead racking and power does not exists, the delivery interval assigned to Applications (5-10) will be sixty (60) calendar days and for Applications (11-12) sixty five (65) calendar days.
- 17.3.4 All Other Augments
 - 17.3.4.1 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.
- 17.3.5 Walk-Through Visit
 - 17.3.5.1 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Virtual Collocation job requested along with the 50% payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.
- 17.4 Rates Elements for **SBC-13STATE** Central Offices
 - 17.4.1 DC Power Arrangement Provisioning
 - 17.4.1.1 When the Collocator selects the option to install the power cable by **SBC-13STATE** Approved Power Installation vendor, only the rack occupancy and on-going maintenance of the rack charge will apply. This is expressed as a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.2 DS0 Voice Grade Cable Arrangement
 - 17.4.2.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the DS0 Voice Grade Terminal blocks at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.3 DS-1 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)
 - 17.4.3.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.4 DS-1 Interconnection Cable Arrangement to Digital System Cross-Connect Frame
 - 17.4.4.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply.

This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.

- 17.4.5 DS-3 Interconnection Cable Arrangement to Digital Cross Connect System (DCS)
 - 17.4.5.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the DS-3 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.6 DS-3 Interconnection Cable Arrangement to Digital System Cross-Connect Frame
 - 17.4.6.1 When the Collocator selects the option to provide and install the interconnection cabling by **SBC-13STATE** approved vendor, the Digital System Cross-Connect Frame at the MDF, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.7 Fiber Interconnection Cable Arrangement
 - 17.4.7.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the Fiber terminating panel at the FDF-1 Port, rack occupancy, and on-going maintenance charges will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
- 17.4.8 Collocation to Collocation Connection
 - 17.4.8.1 This rate element include virtual to virtual and virtual to physical connection options.
 - 17.4.8.1.1 Fiber Cable (12 Fiber Pair)
 - 17.4.8.1.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.8.2.1 Copper Cable
 - 17.4.8.2.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance of the rack will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.8.3.1 Coax Cable
 - 17.4.8.3.1.1 When the Collocator selects the option to provide and install the interconnection cabling by a **SBC-13STATE** approved vendor, the charge for on-going maintenance will apply. This is expressed as a combination of a non-recurring charge and a monthly rate as specified on the Collocation Rate Summary.
 - 17.4.8.4.1 Cable Racking and Hole
 - 17.4.8.4.1.1 This sub-element provides for cable rack space and hole for copper, coax and optical cabling between two collocation arrangements and the required terminations at each Virtual Collocation arrangement(s) at an Eligible Structure. This

sub-element is expressed as a monthly rate specified on the Collocation Rate Summary.

17.4.8.5.1 Route Design

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

SBC-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/METROPOLITAN TELECOMMUNICATIONS
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
2	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
3	REAL ESTATE				
4	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$9.28
5	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$19.56
6	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$5.97	
7	COMMON SYSTEMS				
8	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.44	\$59.86
9	PLANNING				
10	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
11	Planning	Per Request	NRFC D		\$5,244.43
12	Planning - Subsequent Inter. Cabling	Per Request	NRFC E		\$2,267.04
13	Planning - Subsequent Power Cabling	Per Request	NRFC F		\$2,306.10
14	Planning - Subs. Inter./Power Cabling	Per Request	NRFC G		\$2,884.60
15	Planning - Non-Standard	Per Request	NRFC H		\$1,436.00
16	POWER PROVISIONING				
17	Power Panel:				
18	50 Amp	Per Power Panel (CLEC Provided)	NONE		
19	200 Amp	Per Power Panel (CLEC Provided)	NONE		
20	Power Cable and Infrastructure:				
21	Power Cable Rack	Per Four Power Cables or Quad	NONE		
22	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
23	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
24	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
25	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
26	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
27	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
28	Equipment Grounding:				
29	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8FCR	\$0.03	\$0.92
30	DC POWER AMPERAGE CHARGE				
31	HVAC	Per 10 Amps	S8GCS	\$14.62	
32	Per Amp	Per Amp	S8GCR	\$10.61	
33	FIBER CABLE PLACEMENT				
34	Central Office:				
35	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
36	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
37	MISCELLANEOUS & OPTIONAL COST:				
38	MISCELLANEOUS COSTS				
39	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
40	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
41	Space Availability Report	Per Premise	NRFCQ		\$168.04
42	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
43	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
44	CAGE COMMON COSTS				
45	AC Circuit Placement	Per Sq. Ft. (CLEC provides cage)	NRL6O		\$5.29
46	INTERCONNECTION COSTS:				
47	ILEC TO CLEC CONNECTION				
48	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$3.86	\$156.02
49	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$3.86	\$156.02
50	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8FQM	\$295.42	\$3,105.79
51	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F46	\$6.07	\$486.89
52	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F47	\$115.30	\$1,809.40
53	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8FQN	\$5.69	\$116.67
54	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8FQR	\$3.76	\$495.49
55	CLEC TO CLEC CONNECTION				
56	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
57	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
58	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
59	Route Design		NRFCX		\$424.88
60	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFH	\$0.18	
61	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFJ	\$0.12	
62	Connection for Optical	Per Cable (CLEC provides cable)	S8GFK	\$0.31	
63	TIME SENSITIVE ACTIVITIES				
64	PRE-VISITS				
65	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
66	Comm. Tech - Craft	Per 1/4 Hour	NRFC S		\$19.60
67	CO Manager - 1st Level	Per 1/4 Hour	NRFC T		\$19.72
68	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
69	CONSTRUCTION VISITS				
70	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
71	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23

SBC-13STATE
COLLOCATION RATE SUMMARY
February 28, 2005

13-STATE/METROPOLITAN TELECOMMUNICATIONS
EFFECTIVE DATE:

	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
72					
73	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED				
74	REAL ESTATE				
75	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8GCE		\$9.28
76	Safety & Security	Per Sq. Ft. of space used by CLEC	S8GCF		\$19.56
77	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8GCD	\$5.97	
78	COMMON SYSTEMS				
79	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8GCG	\$0.44	\$59.86
80	PLANNING				
81	Planning - Central Office	Per Sq. Ft. of space used by CLEC	S8GCA	\$0.09	\$7.55
82	Planning	Per Request	NRFCF		\$5,244.43
83	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
84	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
85	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
86	Planning - Non-Standard	Per Request	NRFCF		\$1,436.00
87	POWER PROVISIONING				
88	Power Panel:				
89	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
90	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
91	Power Cable and Infrastructure:				
92	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	\$5.83	\$1,378.83
93	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCU	\$7.74	\$1,570.84
94	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	\$8.35	\$1,700.70
95	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	\$8.96	\$1,830.56
96	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCV	\$9.57	\$1,954.85
97	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCW	\$11.39	\$2,344.44
98	Equipment Grounding:				
99	Ground Cable Placement	Per Sq. Ft. of space used by CLEC	S8GDA	\$0.03	\$0.92
100	DC POWER AMPERAGE CHARGE				
101	HVAC	Per 10 Amps	S8GCS	\$14.62	
102	Per Amp	Per Amp	S8GCR	\$10.61	
103	FIBER CABLE PLACEMENT				
104	Central Office:				
105	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
106	Entrance Conduit to Vault	Per Fiber Cable Sheath	S8GDD	\$8.76	
107	MISCELLANEOUS & OPTIONAL COST:				
108	MISCELLANEOUS COSTS				
109	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
110	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
111	Space Availability Report	Per Premise	NRFCQ		\$168.04
112	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
113	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
114	CAGE COMMON COSTS				
115	Cage Preparation	Per Sq. Ft. of space used by CLEC	S8GCH	\$0.27	\$19.70
116	INTERCONNECTION COSTS:				
117	ILEC TO CLEC CONNECTION				
118	Voice Grade Arrangement	100 Copper Pairs	S8GD4	\$4.92	\$1,027.16
119	Voice Grade Arrangement	100 Shielded Pairs	S8GD5	\$4.92	\$1,027.16
120	DS1 Arrangement - DCS	28 DS1	S8GDK	\$297.44	\$3,613.06
121	DS1 Arrangement - DSX	28 DS1	S8GDP	\$9.79	\$1,346.48
122	DS3 Arrangement - DCS	1 DS3	S8GDV	\$115.58	\$2,181.58
123	DS3 Arrangement - DSX	1 DS3	S8GDZ	\$7.14	\$603.89
124	Fiber Arrangement	12 Fiber Pairs (24 Fiber strands)	S8GED	\$6.55	\$1,779.78
125	CLEC TO CLEC CONNECTION				
126	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
127	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
128	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
129	Route Design		NRFCX		\$424.88
130	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
131	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
132	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
133	TIME SENSITIVE ACTIVITIES				
134	PRE-VISITS				
135	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
136	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
137	CO Manager - 1st Level	Per 1/4 Hour	NRFCF		\$19.72
138	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
139	CONSTRUCTION VISITS				
140	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
141	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
142					

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
143	CAGELESS				
144	REAL ESTATE				
145	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
146	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
147	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8F9C	\$64.21	
148	COMMON SYSTEMS				
149	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8FWE	\$9.35	\$760.45
150	PLANNING				
151	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
152	Planning	Per Request	NRFCJ		\$4,601.93
153	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
154	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
155	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
156	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
157	POWER PROVISIONING				
158	Power Panel:				
159	50 Amp	Per Power Panel (CLEC Provided)	NONE		
160	200 Amp	Per Power Panel (CLEC Provided)	NONE		
161	Power Cable and Infrastructure:				
162	Power Cable Rack	Per Four Power Cables or Quad	NONE		
163	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
164	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
165	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
166	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
167	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
168	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
169	Equipment Grounding:				
170	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
171	DC POWER AMPERAGE CHARGE				
172	HVAC	Per 10 Amps	S8GCS	\$14.62	
173	Per Amp	Per Amp	S8GCR	\$10.61	
174	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
175	FIBER CABLE PLACEMENT				
176	Central Office:				
177	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
178	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	
179	CEV, HUT & Cabinets:				
180	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
181	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
182	MISCELLANEOUS & OPTIONAL COST:				
183	MISCELLANEOUS COSTS				
184	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
185	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
186	Space Availability Report	Per Premise	NRFCQ		\$168.04
187	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
188	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
189	CAGELESS / POT BAY OPTIONS				
190	Standard Equipment Bay	Each (CLEC Provided)	NONE		
191	Non-Standard Cabinet Bay	Each (CLEC Provided)	NONE		
192	VF/DS0 Termination Panel	Each (CLEC Provided)	NONE		
193	VF/DS0 Termination Module	Each (CLEC Provided)	NONE		
194	DDP-1 Panel	Each (CLEC Provided)	NONE		
195	DDP-1 Jack Access Card	Each (CLEC Provided)	NONE		
196	DS3/STS-1 Interconnect Panel	Each (CLEC Provided)	NONE		
197	DS3 Interconnect Module	Each (CLEC Provided)	NONE		
198	Fiber Optic Splitter Panel	Each (CLEC Provided)	NONE		
199	Fiber Termination Dual Module	Each (CLEC Provided)	NONE		
200	CEV, HUT, CABINET				
201	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
202	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
203	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
204	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
205	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
206	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
207	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
208	INTERCONNECTION COSTS:				
209	ILEC TO CLEC CONNECTION				
210	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
211	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
212	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
213	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
214	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
215	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
216	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
217	CLEC TO CLEC CONNECTION				
218	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
219	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
220	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
221	Route Design		NRFCX		\$424.88
222	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFL	\$0.18	\$0.00
223	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFM	\$0.12	\$0.00
224	Connection for Optical	Per Cable (CLEC provides cable)	S8GFN	\$0.31	\$0.00
225	PROJECT MANAGEMENT				
226	CEV, HUT & CABINET				
227	Project Coordination	Per CLEC Application	NRFCCK		\$631.17
228	TIME SENSITIVE ACTIVITIES				
229	PRE-VISITS				
230	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
231	Comm. Tech - Craft	Per 1/4 Hour	NRFCSS		\$19.60
232	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT		\$19.72
233	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
234	CONSTRUCTION VISITS				
235	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
236	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
237					
238	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGELESS				
239	REAL ESTATE				
240	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8GCL		\$92.81
241	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8GCN		\$195.57
242	Floor Space Usage	Per Frame (Standard Bay=10 sq ft)	S8GCK	\$64.21	
243	COMMON SYSTEMS				
244	Common Systems - Cageless	Per Frame (Standard Bay=10 sq ft)	S8GCM	\$9.35	\$760.45
245	PLANNING				
246	Planning - Central Office	Per Frame (Standard Bay=10 sq ft)	S8GCB	\$1.13	\$75.54
247	Planning	Per Request	NRFCJ		\$4,601.93
248	Planning - Subsequent Inter. Cabling	Per Request	NRFCCE		\$2,267.04
249	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
250	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
251	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
252	POWER PROVISIONING				
253	Power Panel:				
254	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
255	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
256	Power Cable and Infrastructure:				
257	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	\$5.83	\$2,100.33
258	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GCX	\$7.74	\$2,262.52
259	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	\$8.35	\$2,424.71
260	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	\$8.96	\$2,586.91
261	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GCY	\$9.57	\$2,749.10
262	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GCZ	\$11.39	\$3,236.32
263	Equipment Grounding:				
264	Ground Cable Placement	Per Frame	S8GDB	\$0.33	\$15.32
265	DC POWER AMPERAGE CHARGE				
266	HVAC	Per 10 Amps	S8GCS	\$14.62	
267	Per Amp	Per Amp	S8GCR	\$10.61	
268	CEV, HUT & Cabinets	Per 2 inch mounting space	S8GCT	\$1.27	
269	FIBER CABLE PLACEMENT				
270	Central Office:				
271	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
272	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
273	CEV, HUT & Cabinets:				
274	Fiber Cable Placement	Per Fiber Cable Sheath	S8GDH		\$53.58
275	Entrance Conduit	Per Fiber Cable Sheath	S8GDJ	\$2.61	
276	MISCELLANEOUS & OPTIONAL COST:				
277	MISCELLANEOUS COSTS				
278	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
279	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
280	Space Availability Report	Per Premise	NRFCQ		\$168.04
281	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
282	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
283	CAGELESS / POT BAY OPTIONS				
284	Standard Equipment Bay	Each	NRFCO	\$8.89	\$721.28
285	Non-Standard Cabinet Bay	Each	NRFCP	\$17.78	\$3,470.81
286	VF/DS0 Termination Panel/Module	Each	S8GE5	\$3.10	\$605.64
287	DDP-1 Panel/Jack Access Card	Each	S8GE6	\$8.08	\$1,576.65
288	DS3/STS-1 Interconnect Panel	Each	S8GE7	\$2.38	\$465.47
289	DS3 Interconnect Module	Each	S8GE8	\$0.45	\$87.35
290	Fiber Optic Splitter Panel	Each	S8GE9	\$1.52	\$297.00
291	Fiber Termination Dual Module	Each	S8GFA	\$1.37	\$267.88

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
292	CEV, HUT, CABINET				
293	24 Foot CEV	2 Inch Mounting Space	S8GE3	\$1.64	
294	16 Foot CEV	2 Inch Mounting Space	S8GE4	\$1.77	
295	Maxi-Hut	2 Inch Mounting Space	S8GE1	\$0.77	
296	Mini-Hut	2 Inch Mounting Space	S8GE2	\$1.33	
297	Large Cabinet	2 Inch Mounting Space	S8GEX	\$1.63	
298	Medium Cabinet	2 Inch Mounting Space	S8GEY	\$2.19	
299	Small Cabinet	2 Inch Mounting Space	S8GEZ	\$3.29	
300	INTERCONNECTION COSTS:				
301	ILEC TO CLEC CONNECTION				
302	Voice Grade Arrangement	100 Copper Pairs	S8GD6	\$4.92	\$1,027.16
303	Voice Grade Arrangement	100 Shielded Pairs	S8GD7	\$4.92	\$1,027.16
304	DS1 Arrangement - DCS	28 DS1	S8GDL	\$297.44	\$3,613.06
305	DS1 Arrangement - DSX	28 DS1	S8GDQ	\$9.79	\$1,346.48
306	DS3 Arrangement - DCS	1 DS3	S8GDW	\$115.58	\$2,181.58
307	DS3 Arrangement - DSX	1 DS3	S8GD1	\$7.14	\$603.89
308	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEE	\$6.55	\$1,779.78
309	CLEC TO CLEC CONNECTION				
310	Cable Racking and Hole for Optical	Per Cable	S8GFE	\$0.82	
311	Cable Racking and Hole for DS1	Per Cable	S8GFF	\$0.57	
312	Cable Racking and Hole for DS3	Per Cable	S8GFG	\$0.50	
313	Route Design		NRFCX		\$424.88
314	Connection for DS1	Per 28 Circuits	S8GFC	\$1.41	\$982.35
315	Connection for DS3	Per Circuit	S8GFD	\$1.30	\$433.86
316	Connection for Optical (Fiber)	Per Cable	S8GFB	\$1.38	\$1,404.07
317	PROJECT MANAGEMENT				
318	CEV, HUT & CABINET				
319	Project Coordination	Per CLEC Application	NRFCCK		\$631.17
320	TIME SENSITIVE ACTIVITIES				
321	PRE-VISITS				
322	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCR		\$23.23
323	Comm. Tech - Craft	Per 1/4 Hour	NRFCS		\$19.60
324	CO Manager - 1st Level	Per 1/4 Hour	NRFCCT		\$19.72
325	Floor Space Planning - 1st Level	Per 1/4 Hour	NRFCU		\$19.24
326	CONSTRUCTION VISITS				
327	Project Manager - 1st Level	Per 1/4 Hour	NRFCV		\$19.24
328	Colloc. Ser. Mgr. - 2nd Level	Per 1/4 Hour	NRFCZ		\$23.23
329					
330	CLEC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON				
331	REAL ESTATE				
332	Site Conditioning	Per Frame (Standard Bay=10 sq ft)	S8FWC		\$92.81
333	Safety & Security	Per Frame (Standard Bay=10 sq ft)	S8FWG		\$195.57
334	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
335	COMMON SYSTEMS				
336	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
337	PLANNING				
338	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
339	Planning	Per Request	NRFCJ		\$4,601.93
340	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
341	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
342	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
343	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
344	POWER PROVISIONING				
345	Power Panel:				
346	50 Amp	Per Power Panel (CLEC provides)	NONE		
347	200 Amp	Per Power Panel (CLEC provides)	NONE		
348	Power Cable and Infrastructure:				
349	Power Cable Rack	Per Four Power Cables or Quad	NONE		
350	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
351	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GF1	\$0.25	\$48.23
352	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
353	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	Under Development	\$0.25	\$48.23
354	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GF2	\$0.25	\$48.23
355	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC Provided)	S8GF3	\$0.25	\$48.23
356	Equipment Grounding:				
357	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
358	DC POWER AMPERAGE CHARGE				
359	HVAC	Per 10 Amps	S8GCS	\$14.62	
360	Per Amp		S8GCR	\$10.61	
361	FIBER CABLE PLACEMENT				
362	Central Office:				
363	Fiber Cable	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8FQ9	\$4.85	\$809.13
364	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$8.76	

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
365	MISCELLANEOUS & OPTIONAL COST:				
366	MISCELLANEOUS COSTS				
367	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.08	\$14.81
368	Bits Timing	Per two circuits	S8FQT	\$3.58	\$698.82
369	Space Availability Report	Per Premise	NRFCQ		\$168.04
370	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
371	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
372	CAGE COMMON COSTS				
373	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
374	INTERCONNECTION COSTS:				
375	ILEC TO CLEC CONNECTION				
376	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3E	\$3.86	\$156.02
377	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWV	\$3.86	\$156.02
378	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2J	\$295.42	\$3,105.79
379	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2P	\$6.07	\$486.89
380	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F21	\$115.30	\$1,809.40
381	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F25	\$5.69	\$116.67
382	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F49	\$3.76	\$495.49
383					
384	SBC-PROVISIONED FACILITIES & EQUIPMENT: CAGED COMMON				
385	REAL ESTATE				
386	Site Conditioning	Per Bay	S8GCL		\$92.81
387	Safety & Security	Per Frame	S8GCN		\$195.57
388	Floor Space Usage	Per Linear Foot	S8GCO	\$24.87	
389	COMMON SYSTEMS				
390	Common Systems - Common	Per Linear Foot	S8GCP	\$3.62	\$294.37
391	PLANNING				
392	Planning - Central Office	Per Linear Foot	S8GCC	\$0.44	\$29.24
393	Planning	Per Request	NRFCJ		\$4,601.93
394	Planning - Subsequent Inter. Cabling	Per Request	NRFCF		\$2,267.04
395	Planning - Subsequent Power Cabling	Per Request	NRFCF		\$2,306.10
396	Planning - Subs. Inter./Power Cabling	Per Request	NRFCG		\$2,884.60
397	Planning - Non-Standard	Per Request	NRFCH		\$1,436.00
398	POWER PROVISIONING				
399	Power Panel:				
400	50 Amp	Per Power Panel	S8GC8	\$15.77	\$3,079.47
401	200 Amp	Per Power Panel	S8GC9	\$18.75	\$3,659.46
402	Power Cable and Infrastructure:				
403	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	\$5.83	\$1,378.83
404	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8GC1	\$7.74	\$1,570.84
405	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	\$8.35	\$1,700.70
406	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	\$8.96	\$1,830.56
407	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8GC2	\$9.57	\$1,954.85
408	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC3	\$11.39	\$2,344.44
409	Equipment Grounding:				
410	Ground Cable Placement	Per Linear Foot	S8GDC	\$0.13	\$5.93
411	DC POWER AMPERAGE CHARGE				
412	HVAC	Per 10 Amps	S8GCS	\$14.62	
413	Per Amp	Per Amp	S8GCR	\$10.61	
414	FIBER CABLE PLACEMENT				
415	Central Office:				
416	Fiber Cable	Per Fiber Cable Sheath	S8GDE	\$4.85	\$1,619.88
417	Entrance Conduit	Per Fiber Cable Sheath	S8GDD	\$8.76	
418	MISCELLANEOUS & OPTIONAL COST:				
419	MISCELLANEOUS COSTS				
420	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8GEK	\$0.08	\$14.81
421	Bits Timing	Per two circuits	S8GEJ	\$3.58	\$698.82
422	Space Availability Report	Per Premise	NRFCQ		\$168.04
423	Security Access / ID Cards	Per Five Cards	NRFCM		\$123.35
424	Security Access / ID Cards/Expedite	Per Five Cards	NRFCN		\$203.35
425	CAGE COMMON COSTS				
426	Cage Preparation	Per Linear Foot	S8GCJ	\$1.00	\$157.00
427	INTERCONNECTION COSTS:				
428	ILEC TO CLEC CONNECTION				
429	Voice Grade Arrangement	100 Copper Pairs	S8GD8	\$4.92	\$1,027.16
430	Voice Grade Arrangement	100 Shielded Pairs	S8GD9	\$4.92	\$1,027.16
431	DS1 Arrangement - DCS	28 DS1	S8GDM	\$297.44	\$3,613.06
432	DS1 Arrangement - DSX	28 DS1	S8GDR	\$9.79	\$1,346.48
433	DS3 Arrangement - DCS	1 DS3	S8GDY	\$115.58	\$2,181.58
434	DS3 Arrangement - DSX	1 DS3	S8GD2	\$7.14	\$603.89
435	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEF	\$6.55	\$1,779.78
436					
437	CLEC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
438	REAL ESTATE				
439	Site Conditioning	Per Frame	S8FX5		\$92.81
440	Safety & Security	Per Frame	S8FX6		\$195.57
441	Floor Space Usage	Per Frame	S8F62	\$28.91	

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
442	COMMON SYSTEMS				
443	Common Systems - Standard	Per Frame	S8F64	\$10.75	
444	Common Systems - Non-Standard	Per Cabinet	S8F65	\$19.36	
445	PLANNING				
446	Planning	Per Request	NRM99		\$5,555.76
447	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
448	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
449	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
450	POWER PROVISIONING				
451	Power Cable and Infrastructure:				
452	Power Cable Rack	Per Four Power Cables or Quad	NONE		
453	2-10 Amp Feeds	Per 2-10 Amp Power Feeds (CLEC Provided)	Under Development	\$0.52	
454	2-20 Amp Feeds	Per 2-20 Amp Power Feeds (CLEC Provided)	S8GFO	\$0.52	
455	2-30 Amp Feeds	Per 2-30 Amp Power Feeds (CLEC Provided)	Under Development	\$0.52	
456	2-40 Amp Feeds	Per 2-40 Amp Power Feeds (CLEC Provided)	Under Development	\$0.52	
457	2-50 Amp Feeds	Per 2-50 Amp Power Feeds (CLEC Provided)	S8GFP	\$0.52	
458	Equipment Grounding:				
459	Ground Cable Placement	Per Frame	S8F69	\$0.36	
460	DC POWER AMPERAGE CHARGE				
461	HVAC	Per 10 Amps	S8FXO	\$14.62	
462	Per Amp	Per Amp	S8FXN	\$10.61	
463	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
464	FIBER CABLE PLACEMENT				
465	Central Office:				
466	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
467	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
468	CEV, HUT & Cabinets:				
469	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
470	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
471	MISCELLANEOUS & OPTIONAL COST:				
472	MISCELLANEOUS COSTS				
473	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
474	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82
475	VIRTUAL FRAME OPTIONS				
476	Standard Equipment Bay	Each (CLEC Provided)	NONE		
477	CEV, HUT, CABINET				
478	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
479	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
480	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
481	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
482	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
483	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
484	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	
485	INTERCONNECTION COSTS:				
486	ILEC TO CLEC CONNECTION				
487	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F82	\$3.86	\$225.02
488	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8F83	\$3.86	\$225.02
489	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F8X	\$295.42	\$3,496.22
490	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F8Y	\$6.07	\$651.13
491	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F8Z	\$115.30	\$2,186.12
492	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F81	\$5.69	\$204.42
493	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F84	\$10.47	\$152.71
494	VIRTUAL TO VIRTUAL CONNECTION				
495	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
496	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
497	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
498	Route Design		NRLWF		\$463.36
499	Connection for DS1	Per 28 Circuits (CLEC provides cable)	S8GFQ	\$0.41	\$0.00
500	Connection for DS3	Per Circuit (CLEC provides cable)	S8GFR	\$0.27	\$0.00
501	Connection for Optical	Per Cable (CLEC provides cable)	S8GFS	\$0.81	\$0.00
502	PROJECT MANAGEMENT				
503	CEV, HUT & CABINET				
504	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
505	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
506	CENTRAL OFFICE TYPE				
507	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
508	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35
509	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
510	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
511	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35
512	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
513	CEV, HUT & CABINET				
514	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35
515	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
516	ADDITIONAL LABOR ELEMENTS				
517	TRAINING				
518	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
519	CO Manager	Per 1/2 Hour	NRME9		\$39.45
520	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
521	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
522	EQUIPMENT EVALUATION COST				
523	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
524	TEST AND ACCEPTANCE				
525	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
526					
527	SBC-PROVISIONED FACILITIES & EQUIPMENT: VIRTUAL				
528	REAL ESTATE				
529	Site Conditioning	Per Frame	S8FX5		\$92.81
530	Safety & Security	Per Frame	S8FX6		\$195.57
531	Floor Space Usage	Per Frame	S8FX1	\$28.91	
532	COMMON SYSTEMS				
533	Common Systems - Standard	Per Frame	S8FX3	\$10.75	
534	Common Systems - Non-Standard	Per Frame	S8FX4	\$19.36	
535	PLANNING				
536	Planning	Per Request	NRM99		\$5,555.76
537	Planning - Subsequent Inter. Cabling	Per Request	NRMA3		\$2,224.49
538	Planning - Subsequent Power Cabling	Per Request	NRMAA		\$2,303.84
539	Planning - Subs. Inter./Power Cabling	Per Request	NRMAX		\$2,882.61
540	POWER PROVISIONING				
541	Power Cable and Infrastructure:				
542	2-10 Amp Feeds	Per 2-10 Amp Power Feeds	Under Development	\$5.83	\$1,378.83
543	2-20 Amp Feeds	Per 2-20 Amp Power Feeds	S8FX7	\$7.74	\$1,570.84
544	2-30 Amp Feeds	Per 2-30 Amp Power Feeds	Under Development	\$8.35	\$1,700.70
545	2-40 Amp Feeds	Per 2-40 Amp Power Feeds	Under Development	\$8.96	\$1,830.56
546	2-50 Amp Feeds	Per 2-50 Amp Power Feeds	S8FX8	\$9.57	\$1,954.85
547	Equipment Grounding:				
548	Ground Cable Placement	Per Frame	S8FX9	\$0.36	
549	DC POWER AMPERAGE CHARGE				
550	HVAC	Per 10 Amps	S8FXO	\$14.62	
551	Per Amp	Per Amp	S8FXN	\$10.61	
552	CEV, HUT & Cabinets	Per 2 inch mounting space	S8FXP	\$1.27	
553	FIBER CABLE PLACEMENT				
554	Central Office:				
555	Fiber Cable	Per Fiber Cable Sheath	S8F8F	\$11.01	\$1,971.42
556	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$8.17	
557	CEV, HUT & Cabinets:				
558	Fiber Cable Placement	Per Fiber Cable Sheath	S8FXQ		\$53.58
559	Entrance Conduit	Per Fiber Cable Sheath	S8FXR	\$2.61	
560	MISCELLANEOUS & OPTIONAL COST:				
561	MISCELLANEOUS COSTS				
562	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8FXT	\$0.08	\$14.81
563	Bits Timing	Per two circuits	S8FXS	\$3.58	\$698.82
564	VIRTUAL FRAME OPTIONS				
565	Standard Equipment Bay	Each	S8FX2	\$22.19	
566	CEV, HUT, CABINET				
567	24 Foot CEV	2 Inch Mounting Space	S8FXZ	\$1.64	
568	16 Foot CEV	2 Inch Mounting Space	S8FY6	\$1.77	
569	Maxi-Hut	2 Inch Mounting Space	S8FXX	\$0.77	
570	Mini-Hut	2 Inch Mounting Space	S8FXY	\$1.33	
571	Large Cabinet	2 Inch Mounting Space	S8FXU	\$1.63	
572	Medium Cabinet	2 Inch Mounting Space	S8FXV	\$2.19	
573	Small Cabinet	2 Inch Mounting Space	S8FXW	\$3.29	

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
574	INTERCONNECTION COSTS:				
575	ILEC TO CLEC CONNECTION				
576	Voice Grade Arrangement	100 Copper Pairs	S8FXC	\$4.94	\$1,481.37
577	Voice Grade Arrangement	100 Shielded Pairs	S8FXD	\$4.94	\$1,481.37
578	DS1 Arrangement - DCS	28 DS1	S8FXE	\$297.44	\$4,067.27
579	DS1 Arrangement - DSX	28 DS1	S8FXF	\$9.79	\$1,800.69
580	DS3 Arrangement - DCS	1 DS3	S8FXG	\$115.59	\$2,635.79
581	DS3 Arrangement - DSX	1 DS3	S8FXH	\$7.14	\$1,058.10
582	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8FXJ	\$6.55	\$1,996.19
583	VIRTUAL TO VIRTUAL CONNECTION				
584	Cable Racking and Hole for Optical	Per Cable	S8FY7	\$0.90	
585	Cable Racking and Hole for DS1	Per Cable	S8FY8	\$0.49	
586	Cable Racking and Hole for DS3	Per Cable	S8FY9	\$0.35	
587	Route Design		NRML9		\$463.36
588	Connection for DS1	Per 28 Circuits	S8FXL	\$3.34	\$930.53
589	Connection for DS3	Per Circuit	S8FXM	\$3.26	\$706.77
590	Connection for Optical	Per Cable	S8FXK	\$3.32	\$1,095.09
591	PROJECT MANAGEMENT				
592	CEV, HUT & CABINET				
593	Project Coordination	Per CLEC Application Augment	NRFCCK		\$631.17
594	EQUIPMENT MAINTENANCE AND SECURITY ESCORT				
595	CENTRAL OFFICE TYPE				
596	Staffed CO During Normal Business Hours	Per 1/4 Hour	NRMHK		\$15.15
597	Staffed CO During Outside Normal Business Hours	4 Hour Minium - Initial	NRMHN		\$242.35
598	Staffed CO During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRMJ7		\$15.15
599	Not Staffed CO/RT During Normal Business Hours	Per 1/4 Hour	NRMJ8		\$15.15
600	Not Staffed CO/RT During Outside Normal Business Hours	4 Hour Minium - Initial	NRMJ9		\$242.35
601	Not Staffed CO/RT During Outside Normal Business Hours	Per 1/4 Hour - Additional	NRML7		\$15.15
602	CEV, HUT & CABINET				
603	Per Visit	4 Hour Minium - Initial	NRMJ9		\$242.35
604	Per Visit	Per 1/4 Hour - Additional	NRML7		\$15.15
605	ADDITIONAL LABOR ELEMENTS				
606	TRAINING				
607	Communications Tech	Per 1/2 Hour	NRMCD		\$39.21
608	CO Manager	Per 1/2 Hour	NRME9		\$39.45
609	Power Engineer	Per 1/2 Hour	NRMF9		\$38.47
610	Equipment Engineer	Per 1/2 Hour	NRMHJ		\$38.47
611	EQUIPMENT EVALUATION COST				
612	Equipment Engineer	Per 1/2 Hour	NRMO9		\$38.47
613	TEST AND ACCEPTANCE				
614	Communications Tech	Per 1/2 Hour	NRMP2		\$39.21
615					
616	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
617	ADJACENT ON-SITE PLANNING				
618	Planning - Initial	Per Request	NRFA1		\$9,268.73
619	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
620	REAL ESTATE				
621	Land Rental	Per Square Foot	S8GEN	\$0.44	
622	POWER PROVISIONING				
623	Power Cable and Infrastructure:				
624	2-100 Amp Feeds	Per 2-100 Amp Power Feeds (CLEC provides cable)	NONE		
625	2-200 Amp Feeds	Per 2-200 Amp Power Feeds (CLEC provides cable)	NONE		
626	2-300 Amp Feeds	Per 2-300 Amp Power Feeds (CLEC provides cable)	NONE		
627	2-400 Amp Feeds	Per 2-400 Amp Power Feeds (CLEC provides cable)	NONE		
628	AC Service:				
629	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
630	AC Usage	Per KWH	S8GEO	\$0.05	

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1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
631	DC POWER AMPERAGE CHARGE				
632	Per Amp	Per Amp	S8GCR	\$10.61	
633	FIBER CABLE PLACEMENT				
634	Fiber Installation	Per Fiber Cable Sheath (CLEC Vendor Pulls Cable)	S8GF4	\$2.13	\$488.48
635	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
636	CABLE RACK				
637	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
638	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
639	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
640	CONDUIT PLACEMENT				
641	DC Power Cable Rack	Per Rack	S8GES		\$7,386.71
642	Fiber Cable Rack	Per Rack	S8GET		\$4,711.89
643	Interconnection Arrangement (Copper) Racking	Per Rack	S8GEU		\$5,545.50
644	INTERCONNECTION COSTS:				
645	ILEC TO CLEC CONNECTION				
646	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F3G	\$3.86	\$156.02
647	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FVW	\$3.86	\$156.02
648	DS1 Arrangement - DCS	28 DS1 (CLEC provides cable)	S8F2L	\$295.42	\$3,105.79
649	DS1 Arrangement - DSX	28 DS1 (CLEC provides cable)	S8F2R	\$6.07	\$486.89
650	DS3 Arrangement - DCS	1 DS3 (CLEC provides cable)	S8F23	\$115.30	\$1,809.40
651	DS3 Arrangement - DSX	1 DS3 (CLEC provides cable)	S8F27	\$5.69	\$116.67
652	Fiber Arrangement	12 Fiber Pairs (CLEC provides cable)	S8F3N	\$3.76	\$495.49
653					
654	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT ON-SITE				
655	PLANNING				
656	Planning - Initial	Per Request	NRFA1		\$9,268.73
657	Planning - Subsequent	Per Request	NRFA2		\$1,606.77
658	REAL ESTATE				
659	Land Rental	Per Square Foot	S8GEN	\$0.44	
660	POWER PROVISIONING				
661	Power Cable and Infrastructure:				
662	2-100 Amp Feeds	Per 2-100 Amp Power Feeds	S8GC4	\$13.84	\$7,853.86
663	2-200 Amp Feeds	Per 2-200 Amp Power Feeds	S8GC5	\$13.84	\$14,584.00
664	2-300 Amp Feeds	Per 2-300 Amp Power Feeds	S8GC6	\$13.84	\$20,338.00
665	2-400 Amp Feeds	Per 2-400 Amp Power Feeds	S8GC7	\$13.84	\$28,143.00
666	AC Service:				
667	Extension of 100 Amp AC Service (Opt.)	Per Request	NRFCW		\$6,447.00
668	AC Usage	Per KWH	S8GEO	\$0.05	
669	DC POWER AMPERAGE CHARGE				
670	Per Amp	Per Amp	S8GCR	\$10.61	
671	FIBER CABLE PLACEMENT				
672	Fiber Installation	Per Fiber Cable Sheath	S8GDF	\$2.13	\$976.96
673	Entrance Fiber Racking	Per Rack/Conduit Duct	S8GDG	\$1.55	
674	CABLE RACK				
675	DC Power Cable Rack	Per Rack	S8GEP	\$13.64	\$2,667.22
676	Fiber Cable Rack	Per Rack	S8GEQ	\$20.63	
677	Interconnection Arrangement (Copper) Racking	Per Rack	S8GER	\$30.63	
678	CONDUIT PLACEMENT				
679	DC Power Cable Rack	Per 2-Duct	S8GES		\$7,386.71
680	Fiber Cable Rack	Per 1-Duct	S8GET		\$4,711.89
681	Interconnection Arrangement (Copper) Racking	Per 2-Duct	S8GEU		\$5,545.50
682	INTERCONNECTION COSTS:				
683	ILEC TO CLEC CONNECTION				
684	Voice Grade Arrangement	100 Copper Pairs	S8GEA	\$6.19	\$1,371.93
685	Voice Grade Arrangement	100 Shielded Pairs	S8GEB	\$6.19	\$1,371.93
686	DS1 Arrangement - DCS	28 DS1	S8GDN	\$439.98	\$2,341.45
687	DS1 Arrangement - DSX	28 DS1	S8GDS	\$35.04	\$2,341.45
688	DS3 Arrangement - DCS	1 DS3	S8GDY	\$242.36	\$598.33
689	DS3 Arrangement - DSX	1 DS3	S8GD3	\$12.36	\$598.33
690	Fiber Arrangement	12 Fiber Pairs(24 Fiber Strands)	S8GEG	\$8.25	\$3,751.22
691					

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	A	B	C	D	E
1	Product Type	Rate Element Description	USOC	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)
	CLEC-PROVISIONED FACILITIES & EQUIPMENT:				
692	ADJACENT OFF-SITE				
693	PLANNING				
694	Planning	Per Request	NRFA3		\$1,254.32
695	CONDUIT				
696	Conduit Space	Per Innerduct	S8GEW	\$1.17	
697	INTERCONNECTION COSTS:				
698	ILEC TO CLEC CONNECTION				
699	Voice Grade/DS0 Arrangement	900 DS0 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF5	\$311.43	
700	DS1 Arrangement - DCS	28 DS1 (Hole, Racking, DCS) (CLEC Vendor Pulls and Installs Cable)	S8GF6	\$439.96	
701	DS1 Arrangement - DSX	28 DS1 (Hole, Racking, DSX) (CLEC Vendor Pulls and Installs Cable)	S8GF7	\$35.03	
702	DS1 Arrangement - MDF	450 DS1 (Hole, Racking, MDF) (CLEC Vendor Pulls and Installs Cable)	S8GF8	\$311.43	
703	Fiber Arrangement	12 Fiber Pairs (Hole, Racking, FDF) (CLEC Vendor Pulls and Installs Cable)	S8GF9	\$9.02	
704					
	SBC-PROVISIONED FACILITIES & EQUIPMENT: ADJACENT				
705	OFF-SITE				
706	PLANNING				
707	Planning	Per Request	NRFA3		\$1,254.32
708	CONDUIT				
709	Conduit Space	Per Innerduct	S8GEW	\$1.17	
710	INTERCONNECTION COSTS:				
711	ILEC TO CLEC CONNECTION				
712	Voice Grade/DS0 Arrangement	900 DS0	S8GEC	\$311.43	\$485.31
713	DS1 Arrangement - DCS	28 DS1	S8GDO	\$439.96	\$1,830.99
714	DS1 Arrangement - DSX	28 DS1	S8GDT	\$35.03	\$1,830.99
715	DS1 Arrangement - MDF	450 DS1	S8GDU	\$311.43	\$485.31
716	Fiber Arrangement	12 Fiber Pairs (24 Fiber Strands)	S8GEH	\$9.02	\$3,370.20

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

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.1.1 Southern New England Telephone (**SBC CONNECTICUT**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.

- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Automated Message Accounting” (AMA)** – Billing detail recordings in the switch.
- 2.2 **“Call Processing Data Link” (CPDL)** - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
- 2.3 **“Data Terminating Equipment” (DTE)** - A terminal attached to a data network as an End User node.
- 2.4 **“Nortel Digital Multiplexing Switch” (DMS 200)** - DMS performs base call processing functions and supports service capabilities.

- 2.5 **“IBM RISC 6000 Processor”** – The IBM platform that enables database search capabilities.
- 2.6 **“Nortel Directory One” (D1)** - D1 offers directory search applications built on a standard operating software environment.
- 2.7 **“Nortel Directory One Call Control”** - Allows bi-directional call control capability between the TOPS switch and the D1 network.
- 2.8 **“Electronic White Pages” (EWP)** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 **“Nortel Interactive Voice System” (IVS)** - Peripheral off the switch that provides interactive audio.
- 2.10 **“Nortel Multi Purpose Position” (MP, MPX or MPX-IWS)** - Operator Workstations.
- 2.11 **“Non-Published Number” (NP)** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 **“Operator Service Center” (OSC)** - Physical location of the Operators/workstations.
- 2.13 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling an **SBC-12STATE** DA Operator.
- 2.14 **“Nortel Queue Management System” (QMS)** - Supports up to 255 unique queues on calls to operator positions.
- 2.15 **“Nortel Traffic Operating Position System” (TOPS)** - Performs base call processing functions and support service capabilities.
- 2.16 **“Nortel/IBM Protocol”** – Allows communication between Nortel Switch and IBM database.
- 2.17 **“IBM Platform”** – Offers directory search applications built on a standard operating software environment.

3. **SERVICE**

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

4. **RESPONSIBILITIES OF SBC-12STATE**

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

5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall submit requests for Direct Access in writing to **SBC-12STATE**. Requests for Direct Access will be pursuant to the Individual Case Basis (ICB) Process as outlined in the attached procedures.
- 5.2 When CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. **SBC-7STATE** shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. **SBC-7STATE** shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.
 - 5.2.1 **SBC MIDWEST REGION 5-STATE** – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

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

7. LIABILITY

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

8. BILLING

- 8.1 **SBC-12STATE** - For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

9. USE OF SUBSCRIBER LISTING INFORMATION

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

10. ASSIGNMENT

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

11. TERM OF CONTRACT AND RATE STRUCTURE

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

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

11.2.1 **Service Establishment**

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

11.2.2 **Direct Access Database Service**

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

11.2.3 **Direct Access Per Search**

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

APPENDIX DA

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APPENDIX DA (DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
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- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:
 - 2.1.1 **DIRECTORY ASSISTANCE (DA)**
 - 2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of “non-published status”) for the home NPA and/or local/intraLATA serving area where available to CLEC’s End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.
 - 2.1.2 **DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)**
 - 2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC’s End User, utilizing an automated voice system or with operator assistance.
 - 2.1.3 **NATIONAL DIRECTORY ASSISTANCE (NDA)**
 - 2.1.3.1 **SBC-10STATE/SBC CALIFORNIA** - A service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
 - 2.1.3.2 **SBC NEVADA/SBC CONNECTICUT** – NDA is not technically feasible and/or available.

2.1.4 **BUSINESS CATEGORY SEARCH (BCS)**

2.1.4.1 **SBC SOUTHWEST REGION 5-STATE and SBC OHIO** - A service which will provide CLEC End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses. A maximum of two requested telephone numbers will be provided for each BCS call. When this service is used in connection with Resale services the applicable wholesale discount will apply. When this service is used in connection with switched-based and facilities-based services, no discount will apply.

2.1.4.2 **SBC INDIANA; SBC MICHIGAN; SBC ILLINOIS; SBC WISCONSIN** – BCS is not available.

2.1.4.3 **SBC-2STATE/SBC CONNECTICUT** – BCS is not available.

2.1.5 **REVERSE DIRECTORY ASSISTANCE (RDA)**

2.1.5.1 **SBC-10 STATE/SBC CALIFORNIA – An informational service.** Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End Users provides.

2.1.5.2 **SBC NEVADA/SBC CONNECTICUT** - RDA is not technically feasible and/or available.

3. **DEFINITIONS**

3.1 The following terms are defined as set forth below:

3.1.1 **“Non-List Telephone Number or DA only Telephone Number”** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available from a DA operator.

3.1.2 **“Non-Published Number”** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor available from a DA operator.

3.1.3 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling a DA operator.

4. **CALL BRANDING**

4.1 Call Branding is the procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each DA Services call.

4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand DA in CLEC's name based upon the criteria outlined below:

4.1.1.1 Where **SBC-12STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-12STATE** is only providing DA service on behalf of the CLEC, the calls will be branded.

4.1.1.1.1 **SBC CONNECTICUT** – Where **SBC CONNECTICUT** provides Operator Services (OS) and DA services on behalf of CLEC, the CLEC must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where **SBC CONNECTICUT** is only providing DA service on behalf of the CLEC, the CLEC's calls will be branded.

4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.

4.1.1.3 **SBC-13STATE** - CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.1.4 A CLEC purchasing **SBC-13STATE** Lawful unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information

Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges:

4.1.1.5.1 **SBC SOUTHWEST REGION 5-STATE** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC SOUTHWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC SOUTHWEST REGION 5-STATE** Lawful unbundled local switching.

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

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

4.1.1.5.4 **SBC MIDWEST REGION 5-STATE** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC MIDWEST REGION 5-STATE** Lawful unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

4.1.1.5.5 Silent branding has the same requirements and rates as the audible brand as addressed in 4.1.1.5.

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

5.1 Reference/Rater Information are SBC databases referenced by an SBC Operator for CLEC DA specific information as provided by the CLEC such as it's business office, repair and DA rates.

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

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

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

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

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

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

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 CLEC agrees that due to customer quality and work force scheduling, **SBC-13STATE** will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period.
- 6.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange DA Service from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 6.4 CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 6.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 6.6 CLEC will send the DA listing records to **SBC-13STATE** for inclusion in **SBC-13STATE** DA database via electronic gateway as described in Appendix WP.
- 6.7 CLEC agrees that **SBC-13STATE** may utilize CLEC's End User's listings contained in **SBC-13STATE** directory assistance database in providing existing and future **SBC-13STATE** directory assistance or DA related services.
- 6.8 CLEC further agrees that **SBC-13STATE** can release CLEC's directory assistance listings stored in **SBC-13STATE** directory assistance database to competing providers.

7. METHODS AND PRACTICES

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

8. PRICING

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

9. MONTHLY BILLING

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

10. LIABILITY

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

11. TERMS OF APPENDIX

- 11.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached, or twelve months, whichever ever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 11.2 If CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC SOUTHWEST REGION 5-STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by **SBC-13STATE** pursuant to this Appendix prior to its termination.

APPENDIX DAL

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APPENDIX DAL

(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in **SBC SOUTHWEST REGION 5-STATE**, Directory Assistance Listing Information Service (DALIS) in SBC California and Dialing Parity Directory Listings in **SBC MIDWEST REGION 5-STATE** (herein after collectively referred to as DAL):
 - 2.1.1 **SBC-13STATE** owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.
 - 2.1.2 **SBC-13STATE** uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call **SBC-13STATE**'s DA to obtain such information.
 - 2.1.3 Inasmuch as **SBC-13STATE** provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), **SBC-13STATE**'s database also contains directory assistance listing information for other ILEC and CLEC End Users.

- 2.1.4 CLEC, or its agent, wishes to provide DA service to CLEC's End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listings contained in **SBC-13STATE**'s DA database.
- 2.1.5 **SBC-13STATE** agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:
 - 2.1.5.1 **SBC-13STATE** shall license its directory assistance listing information as defined in Exhibit A.
 - 2.1.5.2 **SBC-13STATE** shall provide directory assistance listing information in a mutually acceptable format.
 - 2.1.5.3 **SBC-13STATE** shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **SBC13-STATE** will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.
- 2.2 Use of Directory Assistance Listing Information
 - 2.2.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.
 - 2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC-13STATE**, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.
 - 2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

- 3.1 The directory assistance listings provided by SBC shall remain the property of **SBC-13STATE**. CLEC, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures CLEC uses for its own listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

- 4.1 In the event a Party is found to have materially breached this Appendix, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching party's license, without terminating its own rights hereunder, upon fourteen (14) calendar days notice, until the other Party's breach is remedied. Further should CLEC breach this agreement, it shall immediately cease use of **SBC-13STATE**'s directory assistance listing information.

5. LIABILITY

- 5.1 **SBC-13STATE** makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. **SBC-13STATE** makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.
- 5.2 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.3 CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** (or **SBC-13STATE**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to **SBC-13STATE** Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of CLEC, in which event CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. CLEC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of **SBC-13STATE**.

6. TERM OF APPENDIX

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

APPENDIX 911

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APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions by which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) will provide CLEC with access to the applicable SBC-owned ILEC's 911 and E911 Databases and provide interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **“911 System”** means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 **“911 Trunk”** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from CLEC's End Office to the E911 system.
- 2.3 **“Automatic Location Identification” or “ALI”** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.4 **“Automatic Number Identification” or “ANI”** means the telephone number associated with the access line from which a call to 911 originates.
- 2.5 **“Company Identifier” or “Company ID”** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

- 2.6 **“Database Management System” or “DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.7 **“E911 Customer”** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.8 **“E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service”** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.9 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.10 **“Emergency Service Number” or “ESN”** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.11 **“National Emergency Number Association” or “NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.12 **“Public Safety Answering Point” or “PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.13 **“Selective Routing” and “Selective Router” or “SR”** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.
- 2.14 **“Service Provider”** means an entity that provides one or more of the following 911 elements; network, database, or CPE.

3. **SBC-13STATE RESPONSIBILITIES**

- 3.1 **SBC-13STATE** shall provide and maintain such equipment at the 911 SR and the DBMS as is necessary to provide CLEC access to the 911 SR and DBMS set forth herein in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and when **SBC-13STATE** provides the 911 System component. In such situations, **SBC-13STATE** shall provide CLEC access to the **SBC 13-STATE** 911 System as described in this section in.
- 3.2 Call Routing
 - 3.2.1 **SBC-13STATE** will route 911 calls from the **SBC-13STATE** SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

- 3.2.2 **SBC-13STATE** will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, **SBC-13STATE** will report this "No Record Found" condition to the CLEC in accordance with NENA standards.
- 3.3 Facilities and Trunking
- 3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 3.3.2 **SBC-13STATE** will provide facilities to interconnect the CLEC to the **SBC-13STATE** SR, as specified in the applicable **SBC-13STATE** Access tariff. Additionally, when diverse facilities are requested by CLEC, **SBC-13STATE** will provide such diversity where technically feasible, at standard **SBC-13STATE** Access Tariff rates.
- 3.3.3 **SBC-13STATE** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **SBC-13STATE** SR(s).
- 3.4 Database
- 3.4.1 Where **SBC-13STATE** manages the 911 and E911 Databases, **SBC-13STATE** shall provide CLEC access to the 911 and E911 Databases to store CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 Where **SBC-13STATE** manages the 911 and E911 Databases, **SBC-13STATE** shall coordinate access to the **SBC-13STATE** DBMS for the initial loading and updating of CLEC End User 911 Records.
- 3.4.3 Where **SBC-13STATE** manages the E911 Database, **SBC-13STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that the DBMS is not functioning properly.

4. CLEC RESPONSIBILITIES

- 4.1 Call Routing
- 4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the **SBC-13STATE** SR office of the 911 System, where **SBC-13STATE** is the 911 System Service Provider.
- 4.1.2 CLEC will forward the ANI information of the party calling 911 to the **SBC-13STATE** 911 Selective Router.
- 4.2 Facilities and Trunking
- 4.2.1 CLEC shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to interconnect to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required

by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.3.1 In **SBC MIDWEST REGION 5-STATE** only, CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that CLEC serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.4 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CLEC switch and the **SBC-13STATE** SR.

4.2.5 CLEC shall provide sufficient trunking to interconnect with the designated **SBC-13STATE** 911 SR to route CLEC's originating 911 calls to the designated **SBC-13STATE** 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 interconnection

4.2.6 CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch(es) to interconnect with the **SBC-13STATE** 911 SR.

4.2.7 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

4.2.8 CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 trunks for interconnection with **SBC-13STATE**.

4.2.9 CLEC will cooperate with **SBC-13STATE** to promptly test all 911 interconnection trunks and facilities between CLEC's network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning. CLEC agrees that it will not pass live traffic until successful testing is completed by both Parties.

4.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the **SBC-13STATE** 911 SR(s). CLEC is responsible for advising **SBC-13STATE** of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to CLEC if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Once the 911 interconnection between CLEC and all appropriate **SBC-13STATE** SR(s) has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s DBMS on a timely basis.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 CLEC is responsible for providing **SBC-13STATE** updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the **SBC-13STATE** 911 DBMS.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from the CLEC's POI to the designated SBC-13STATE 911 Selective Router(s).

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of SBC-13STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and provide interconnection and call routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 7.2 The Parties agree that the 911 System is provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC-13STATE and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to SBC-13STATE not later than forty-five (45) days prior to the passing of live traffic. SBC-13STATE shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located CLEC shall provide documentation of all requisite approval(s) to SBC-13STATE prior to use of CLEC's E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 In SBC-2STATE, and SBC MIDWEST REGION 5-STATE; the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to 911 and E911 Databases, interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in SBC-13STATE's Appendix Pricing or applicable SBC-13STATE Commission-approved access tariff.

9. LIABILITY

- 9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **SBC-13STATE**, CLEC shall not be liable to **SBC-13STATE**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.
- 9.3 CLEC agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE** providing CLEC access to the 911 System hereunder or out of CLEC's End Users' use of the 911 System, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.
- 9.4 CLEC also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 System provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only, **SBC-13STATE** is defined as one of the following ILECs, as appropriate, in those geographic areas where the referenced SBC-owned Company is the ILEC: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P., d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.1.1 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.3 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.1.4 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.5 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.2 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions to the extent that particular conditions have not yet terminated (sunset) and which are specifically addressed herein or relate to any provisions set forth herein.
- 1.3 Each of the obligations set forth in this Appendix terminates the earlier of: (1) the date this Agreement itself terminates without reference to this Appendix; or (2) the date such obligation terminates under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.
- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:
- 2.2.1 the Merger Closing Date is October 8, 1999; and
- 2.2.2 the Offering Window begins November 7, 1999.

- 2.3 8"FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. PROMOTIONAL DISCOUNTS ON RESALE

- 3.1 The promotional resale discount ("Resale Discount") on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers sunset (terminated) in each **SBC-13STATE** on November 8, 2002. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for such Resale Discount before November 8, 2002. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, CLEC shall not be entitled to this Resale Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for this Resale Discount before November 8, 2002; and (2) even then, only with respect to those underlying resold lines the Adopting CLEC ordered prior to November 8, 2002 for this resale discount with a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions.
- 3.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with **SBC-13STATE** that provided for such Resale Discount before November 8, 2002, such CLEC shall continue to receive this promotional discount only for those underlying resold lines CLEC ordered during the Offering Window for this resale discount that has/had a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions. Any resold services (such as Call Waiting) provided over a resold customer line that is/was placed in service after December 7, 2002 shall not be eligible for the Resale Discount. Resold services (such as Call Waiting) added to a resold line that qualifies for the Resale Discount (i.e., which was ordered by CLEC during the offering window and has/had a requested installation date of no later than December 7, 2002) shall be eligible for the Resale Discount for the duration of the Promotional Period for the underlying resold service regardless of whether such resold services were added after the end of the Offering Window (i.e., November 8, 2002). SBC/Ameritech is under no obligation to provide a service for resale at the Resale Discount outside the Promotional Period. For purposes of this subsection, Promotional Period is defined as a period of 36 months from the date a qualifying resold service was installed and operational, or the period during which the resold service remains in service at the same location and for the same telecommunications carrier, whichever is shorter.
- 3.3 If CLEC does not qualify for the Resale Discount, **SBC-13STATE**'s provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via the Resale Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of the Resale Discount in any state, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the rates, terms and conditions of the Agreement or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. CONFLICTING CONDITIONS

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

5. SUSPENSION OF CONDITIONS

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

APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR (Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 This Appendix provides descriptions of the trunking requirements between CLEC and **SBC-13STATE**. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Meet Point" Traffic, Mass Calling, E911, Operator Services and Directory Assistance traffic.
- 1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.
- 1.4 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.5 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.6 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.7 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.11 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.12 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.

- 1.13 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.14 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.15 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.16 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.17 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.18 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.
- 1.19 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.20 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.21 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.22 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.23 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.24 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.25 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.26 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 “Access Tandem Switch” is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic in the **SBC SOUTHWEST REGION 5-STATE** as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic in **SBC-2STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-CONNECTICUT**.
- 2.2 “End Office” or “End Office Switch” is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.
- 2.3 “IntraLATA Toll Traffic” or “IntraLATA Toll” is defined as traffic between one **SBC-13STATE** local calling area and the local calling area of another **SBC-13STATE** or LEC within one LATA within the respective state.

- 2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.
- 2.5 "ISP-Bound Traffic" is as defined in Attachment: Inter-carrier Compensation.
- 2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and **SBC-12STATE** End Users. In **SBC-CONNECTICUT** these trunk groups will carry the same type of traffic, but they will be established and used as one-way.
- 2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.
- 2.8 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.
- 2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.
- 2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.
- 2.11 "Meet Point Trunk Group" carries traffic between CLEC's End Users and Interexchange Carriers (IXCs) via **SBC-13STATE** Access or Local/Access Tandem Switches.
- 2.12 "Offers Service" is defined as when CLEC opens an NPA-NXX, ports a number to serve an End User or pools a block of numbers to serve End Users.
- 2.13 "Section 251(b)(5) Traffic" is as defined in Attachment: Inter-carrier Compensation.
- 2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining local dialtone from **SBC-13STATE** where **SBC-13STATE** is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

- 3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. **SBC-13STATE** shall issue ASRs for one-way trunk groups originating at the **SBC-13STATE** switch.
- 3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Meet Point Trunk Groups can be established between CLEC's switch and the appropriate **SBC-13STATE** Tandem Switch as further provided in this Appendix ITR.
- 3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's switch and an **SBC-12STATE** Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between CLEC's switch and an **SBC-12STATE** Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.
- 3.4 Local Interconnection Trunk Groups in **SBC CONNECTICUT** must be ordered and provisioned as one-way to accommodate billing and technical limitations.
- 3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and

implementation schedule. **SBC-12STATE** agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 **SBC-13STATE** deploys in its network Local Only Tandem Switches (**SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches (**SBC SOUTHWEST REGION 5-STATE**) Local/Access Tandem Switches and Access Tandem Switches. In addition **SBC-13STATE** deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).
- 4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in **SBC CONNECTICUT**, **SBC MIDWEST REGION 5-STATE**, and **SBC-2STATE**. If CLEC Offers Service in a LATA in which there is no SBC Local Tandem, CLEC shall establish Local Interconnection Trunk Groups to each **SBC-13STATE** End Office Switch in that LATA in which it Offers Service. CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in **SBC SOUTHWEST REGION 5-STATE**. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the **SBC SOUTHWEST REGION 5-STATE**, CLEC shall establish a Local Interconnection Trunk Group to each **SBC-13STATE** End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective **SBC-13STATE** Local Tandem on the trunk groups defined below. **SBC-13STATE** shall route appropriate traffic to CLEC switches on the trunk groups defined below.
- 4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an **SBC-13STATE** End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group (one-way in **SBC-CONNECTICUT**) when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to **SBC-13STATE** must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate **SBC-13STATE** Local Tandem. If an **SBC-13STATE** End Office does not subtend an **SBC-13STATE** Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.
- 4.4 All traffic received by **SBC-13STATE** on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a Remote End Office Switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch. The number of digits to be received by the **SBC-13STATE** End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way (one-way in **SBC CONNECTICUT**).
- 4.5 Trunk Configuration
 - 4.5.1 Trunk Configuration – **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT**
 - 4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.
 - 4.5.1.2 Any **SBC-13STATE** switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).

4.5.2 Trunk Configuration – **SBC-2STATE**

- 4.5.2.1 When Interconnecting at **SBC-2STATE**'s digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.
- 4.5.2.2 When interconnecting at **SBC CALIFORNIA**'s DMS Access Tandem(s), 64CCC data and voice traffic may be combined on the same two-way Local Interconnection Trunk Group. 64 CCC data and voice traffic must be on separate two-way Local Interconnection Trunk Groups and not combined at **SBC CALIFORNIA**'s 4E Access Tandems.

5. TRUNK GROUPS

- 5.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and **SBC-13STATE** End Users.
- 5.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: **SBC SOUTHWEST REGION 5-STATE**.
 - 5.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each **SBC SOUTHWEST REGION 5-STATE** Local Only Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.
 - 5.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC switch and each **SBC SOUTHWEST REGION 5-STATE** Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.
 - 5.2.3 **SBC SOUTHWEST REGION 5-STATE** reserves the right to initiate a one-way IntraLATA Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which CLEC is interconnected.
 - 5.2.4 Where traffic from CLEC switch to an **SBC SOUTHWEST REGION 5-STATE** End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the **SBC SOUTHWEST REGION 5-STATE** End Office.
 - 5.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each **SBC SOUTHWEST REGION 5-STATE** End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.
 - 5.2.6 When **SBC SOUTHWEST REGION 5-STATE** has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the **SBC SOUTHWEST REGION 5-STATE** Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each **SBC SOUTHWEST REGION 5-STATE** Local Only Tandem Switch.
 - 5.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.
- 5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: **SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT**, **SBC-2STATE**
 - 5.3.1 Tandem Trunking – **SBC-2STATE** and **SBC MIDWEST REGION 5-STATE**
 - 5.3.1.1 In **SBC-2STATE** and **SBC MIDWEST REGION 5-STATE**:
 - 5.3.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all SBC Local Only Tandems in the LATA for calls destined to or from all **SBC MIDWEST REGION 5-STATE** End Offices that

subtend the designated tandem. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

- 5.3.1.1.2 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all SBC Local/IntraLATA, Local/Access, or Access Tandem Switch(es) (**SBC-2STATE** only) in the LATA for calls destined to or from all **SBC-2STATE** and **SBC MIDWEST REGION 5-STATE** End Offices that subtend the designated tandems. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.2 Tandem Trunking – **SBC CONNECTICUT**

- 5.3.2.1 In **SBC CONNECTICUT**, Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all SBC Local Tandems in the LATA for calls destined to or from all **SBC CONNECTICUT** End Offices that subtend the designated tandem. These trunk groups shall be one-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

- 5.3.3.1 The Parties shall establish Direct End Office Trunk Groups for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic where actual or projected traffic demand is or will be twenty-four (24) or more trunks.

5.4 Meet Point Trunk Group: **SBC-13STATE**

- 5.4.1 IXC carried traffic shall be transported between CLEC's switch and the **SBC-13STATE** Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and IXCs via a **SBC-13STATE** Access Tandem Switch or Local/Access Tandem Switch.
- 5.4.2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.
- 5.4.3 When **SBC-13STATE** has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to every **SBC-13STATE** Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s).
- 5.4.4 **SBC-13STATE** will not block switched access customer traffic delivered to any **SBC-13STATE** Access Tandem Switch or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC-13STATE** Access Tandem Switch or Local/Access Tandem Switch that CLEC's switch subtends in each LATA. In no event will **SBC-13STATE** be required to route such traffic through more than one of its tandem switches for connection to/from switched access customers. **SBC-13STATE** shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.
- 5.4.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **SBC-13STATE** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

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

- 5.5.1 If CLEC chooses **SBC-13STATE** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC) 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the **SBC-13STATE** Access or Local/Access Tandem Switch.
- 5.5.2 All originating Toll Free Service 800/(8YY) calls for which CLEC requests that **SBC-13STATE** perform the Service Switching Point ("SSP") function (e.g. perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 5.5.3 CLEC may handle its own 800/(8YY) database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/(8YY) call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to **SBC-13STATE** over the Local Interconnection Trunk Group. In such case, CLEC is to provide an 800/(8YY) billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY) number, CLEC will route the post-query inter-LATA call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to **SBC-13STATE**'s Access or Local/Access Tandem Switch. Calls will be routed to **SBC-13STATE** over the Local Only and/or Local Interconnection Trunk Groups or Meet Point Trunk Groups within the LATA in which the calls originate.
- 5.5.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to **SBC-13STATE**, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.6 E911 Trunk Group

- 5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC Offers Service. This trunk group shall be provisioned as one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunk groups per default PSAP or default ESN assignment dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the **SBC-13STATE** E911 Selective Router switch that serves a specified geographic rate area.
- 5.6.2 In **SBC CONNECTICUT** only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three separate dedicated trunk groups for each Connecticut NPA and default PSAP or default ESN assignment, from its switch to each of the Connecticut E911 Selective Routing tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 Selective Routing tandem. A second trunk group using SS7 will go to the Secondary E911 Selective routing tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 Selective Routing tandem and serve as a backup. These trunk groups shall be provisioned by CLEC as one-way outgoing only. CLEC will have administrative control for the purpose of issuing ASRs.

5.6.3 CLEC will cooperate with **SBC-13STATE** to promptly test all E911 trunks and facilities between CLEC's network and the **SBC-13STATE** E911 Selective Routing Tandem to assure proper functioning of E911 service. CLEC will not turn up live traffic until successful testing is completed by both Parties.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: **SBC-12STATE**

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

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

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify **SBC-12STATE** at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with **SBC-12STATE** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify **SBC-12STATE** a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. **SBC-12STATE** will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the **SBC-12STATE** Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.

5.7.5 In **SBC CONNECTICUT**, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 35 Network Maintenance and Management of the General Terms and Conditions.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 Terms and Conditions for Inward Assistance Operator Services are found in Appendix INW.

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

5.8.2.1 Directory Assistance (DA)

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate **SBC-13STATE** Operator Services Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC)

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each **SBC-13STATE** Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

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

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

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to **SBC-13STATE**'s Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling

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

5.8.2.6 OS QUESTIONNAIRE

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

6. TRUNK FORECASTING RESPONSIBILITIES: SBC-13STATE

6.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. **SBC-13STATE** shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **SBC-13STATE** General Trunk Forecast. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-

- MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.
- 6.2 The semi-annual forecasts shall include:
- 6.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Appendix for a minimum of three (current plus 2 future) years; and
 - 6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
 - 6.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.
 - 6.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.
- 6.3 CLEC shall be responsible for forecasting two-way trunk groups. **SBC-13STATE** shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to **SBC-13STATE**, unless otherwise specified in this Appendix.
- 6.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

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

- 7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

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

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

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

- 8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASRs on two-way trunk groups. In **SBC CONNECTICUT** where one-way trunks are provisioned, **SBC CONNECTICUT** will issue ASRs for trunk groups for traffic that originates from **SBC-CONNECTICUT** and terminates to CLEC.

- 8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.
- 8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.
- 8.3.1 In A Blocking Situation (Over-utilization)
- 8.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **SBC-13STATE** will issue a TSGR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.
- 8.3.1.2 In a blocking situation, **SBC-13STATE** is responsible for issuing ASRs on one-way SBC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TSGR. **SBC 13-STATE** will issue an ASR within three (3) business days after receipt and review of the TGSR.
- 8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR is sent to CLEC for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.
- 8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR shall be sent to CLEC.
- 8.3.2 Underutilization
- 8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
- 8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.
- 8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.
- 8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business

days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

- 8.3.2.1.4 If **SBC-13STATE** does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **SBC-13STATE** reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Meet Point Trunk Groups.

8.3.3 Trunk Servicing – **SBC SOUTHWEST REGION 5-STATE** Exceptions

- 8.3.3.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by **SBC SOUTHWEST REGION 5-STATE** trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

- 8.4 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

- 8.4.1 Orders that comprise a project, i.e. greater than four (4) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.5 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

- 8.5.1 **SBC-13STATE** will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. **SBC 13-STATE** will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in **SBC-13STATE** ceasing to deliver traffic until the ASR(s) are received and processed.

9. TRUNK DATA EXCHANGE: **SBC-13STATE**

- 9.1 The Parties agree to exchange traffic data on two-way trunk groups and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date is agreed to by the Parties.
- 9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. The Parties may agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). The Parties agree that twenty (20) business days is the

study period duration objective. However, on occasion a study period may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence. For SBC originated one-way, or for any two-way trunk groups, these reports can be made available weekly upon request.

- 9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in an MS-Excel format.

10. NETWORK MANAGEMENT: **SBC-13STATE**

10.1 Restrictive Controls

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

10.2 Expansive Controls

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

10.3 Mass Calling

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

11. OUT OF EXCHANGE TRAFFIC

- 11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-SBC incumbent exchange and consistent with the Appendix Out of Exchange Traffic.

12. SWITCHED ACCESS TRAFFIC

- 12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **SBC-13STATE**'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

- (iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

- 12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

APPENDIX INW

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APPENDIX INW (Inward Assistance Operator Services)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
 - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
 - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

- 3.1 **“General Assistance”** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a ‘no ring’ condition has been encountered.
- 3.2 **“Busy Line Verification”** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 3.3 **“Busy Line Verification/ Interrupt”** - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

- 3.4 **"Toll Center Code"** - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.
- 3.5 **"Operator Service Code"** - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:
- 4.1.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with **SBC-13STATE**'s Operator assistance switch(es). It is the responsibility of **SBC-13STATE** to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.
- 4.1.2 The CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the **SBC-13STATE** Operator assistance switch utilizing MF signaling. Likewise, **SBC-13STATE** will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to the CLEC's designated Operator assistance switch.
- 4.2 CLEC will furnish request for service in writing to **SBC-13STATE**, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by **SBC-13STATE**. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to **SBC-13STATE** to establish any new interconnection trunking arrangements.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the **SBC-13STATE** Operator assistance switches. These codes are specific to the various **SBC-13STATE** LATA's where **SBC-13STATE** Operator assistance switches are located.
- 5.2 **SBC-13STATE** Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the **SBC-13STATE** Operator to the CLEC Operator on an Inward basis.
- 5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

- 6.1 **SBC-12STATE** - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Appendix Pricing (Operator work seconds) and/or the applicable Commissioned ordered tariff where stated.

7. MONTHLY BILLING

- 7.1 **SBC-13STATE** will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to **SBC-13STATE** and remittance in full will be due within thirty (30) days of receipt.

8. LIABILITY

- 8.1 The CLEC agrees to defend and hold harmless **SBC-13STATE** from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both **SBC-13STATE** and carrier.
- 8.2 The CLEC also agrees to release, defend and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by **SBC-13STATE** employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay **SBC-13STATE**, within thirty (30) days of the issuance of any bills by **SBC-13STATE**, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by **SBC-13STATE** pursuant to this Appendix prior to its termination.
- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 **SBC-13STATE** shall provide, for CLEC's facilities and equipment, interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which **SBC-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **SBC-13STATE** provides interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.26 **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining interconnection which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 25(c)(2) of the Act.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

- 2.1 **SBC-13STATE's** network is partly comprised of End Office switches, Local Only Tandem Switches (**SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. **SBC-13STATE's** network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **SBC-13STATE's** End Office switch(es) and/or Tandem switch(es) to be

interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the interconnection facilities. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

- 2.2 **Points of Interconnection (POIs):** A Point of Interconnection (POI) is a point on the **SBC-13STATE** network (End Office or Tandem building) where the Parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.
- 2.3 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and **SBC-13STATE**.
- 2.4 **Types of Points of Interconnection**
 - 2.4.1 A "Tandem Serving Area" or "TSA" is an **SBC-13STATE** area defined by the sum of all local calling areas served by **SBC-13STATE** End Offices that subtend an **SBC-13STATE** tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.
 - 2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within **SBC-13STATE**'s network in the LATA where CLEC Offers Service.
 - 2.4.3 A "Single POI" is a single point of interconnection within a LATA on **SBC-13STATE**'s network that is established to interconnect **SBC-13STATE**'s network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.
 - 2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.
 - 2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:
 - (i) at an **SBC-13STATE** TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that **SBC-13STATE** TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or
 - (ii) at an **SBC-13STATE** End Office in a local calling area not served by an **SBC-13STATE** tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.
 - 2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.
- 2.5 Either Party, must provide thirty (30) days written notice of any intent to change to the physical architecture plan.
- 2.6 CLEC is solely responsible for the facilities that carry OS/DA, E911, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.
- 2.7 **Technical Interfaces**
 - 2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
 - 2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.
 - 2.7.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to a **SBC-13STATE** Tandem or End Office building and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation

3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to a **SBC-13STATE** Tandem or End Office building and wishes for **SBC-13STATE** to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Fiber Meet Point

3.3.1 Fiber Meet Point between **SBC-13STATE** and CLEC can occur at any mutually agreeable and technically feasible point at an **SBC-13STATE** Tandem or End Office building within each local exchange area (**SBC SOUTHWEST REGION 5-STATE**) or LATA (**SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT**, and **SBC-2STATE**).

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 CLEC will provide fiber cable to the last entrance (or **SBC-13STATE** designated) manhole at the **SBC-13STATE** Tandem or End Office building. **SBC-13STATE** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for **SBC-13STATE** to pull through to the **SBC-13STATE** cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. **SBC-13STATE** shall take the fiber from the manhole and terminate it inside **SBC-13STATE**'s office at the cable vault at **SBC-13STATE**'s expense. In this case the POI shall be at the **SBC-13STATE** designated manhole location.

3.4.9 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.4.10 CLEC and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning

facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.5 Other Interconnection Methods

- 3.5.1 The Parties may mutually agree to other methods of obtaining interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 For each local Interconnection within an **SBC-13STATE** area, CLEC shall provide written notice to **SBC-13STATE** of the need to establish Interconnection in each local exchange area (**SBC SOUTHWEST REGION 5-STATE**) or LATA (**SBC-2STATE**, **SBC CONNECTICUT** and **SBC MIDWEST REGION 5-STATE**). CLEC shall provide all applicable network information on forms acceptable to **SBC-13STATE** (as set forth in SBC's CLEC Handbook, published on the CLEC website).
- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.
- 4.3 Either party may add or remove additional switches. The parties shall provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.
- 4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

APPENDIX NUMBER PORTABILITY

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APPENDIX NP (NUMBER PORTABILITY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability mutually provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC owned ILEC doing business in California.
- 1.6 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.7 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.8 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC owned ILEC doing business in Nevada.
- 1.9 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. PERMANENT NUMBER PORTABILITY (PNP)

- 2.1 General Terms and Conditions
 - 2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

- 2.1.2 Other than as specifically set out elsewhere in this agreement, **SBC CONNECTICUT** does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.
- 2.2 The Parties shall:
- 2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and
- 2.2.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.
- 2.3 Obligations of **SBC-12STATE**
- 2.3.1 **SBC CALIFORNIA/SBC NEVADA/SBC-SBC MIDWEST REGION 5-STATE/SBC SOUTHWEST REGION 5-STATE** has deployed LRN in all of their switches.
- 2.3.2 **SBC-13STATE** will open unrestricted non portable codes within 180 days of the receipt of a BFR (bona fide request). A sample BFR is provided in Exhibit 1.
- 2.3.3 **SBC-12STATE** may cancel any line-based calling cards associated with telephone numbers ported from their switch.
- 2.4 Obligations of CLEC
- 2.4.1 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.
- 2.4.2 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a **SBC SOUTHWEST REGION 5-STATE** switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.
- 2.4.3 When CLEC requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, CLEC shall follow the industry standard LERG procedure.
- 2.4.4 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 2.4.5 CLEC shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.
- 2.5 Obligations of Both Parties
- 2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.
- 2.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 2.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
- 2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

2.5.8 Each party shall adhere to the reserved number terms and conditions pursuant to Appendix Numbering.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported only within **SBC CALIFORNIA/SBC NEVADA/SBC SOUTHWEST REGION 5-STATE** toll rate centers / **SBC MIDWEST REGION 5-STATE** rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.6.2 Telephone numbers in the following **SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; (ii) **SBC-12STATE** Official Communications Services (OCS) NXXs; and (iii) 555, 976, 950.

2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 3 of this Appendix.

2.7 Service Descriptions

2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.7.5 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

2.8.1 Except as set forth in Section 4, the parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP. Notwithstanding the foregoing, **SBC-12STATE** may charge CLEC LNP end user surcharges, provided that the conditions set forth in 47 CFR § 52.33 are met.

3. **MASS CALLING CODES**

3.1 General Terms and Conditions

3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by **SBC-12STATE** in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

3.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **SBC-12STATE** will provide mass calling code portability using a non-LRN solution.

3.2 Service Provided

3.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency)

trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

- 3.2.2 When a CLEC requests that a **SBC-12STATE** number with a mass calling NXX code be ported to its network, **SBC-12STATE** will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

3.3 Obligations of **SBC-12STATE**

- 3.3.1 **SBC-12STATE** will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the **SBC-12STATE** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.
- 3.3.2 **SBC-12STATE** will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, **SBC-12STATE** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

3.4 Obligations of CLEC

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

3.5 CLEC Mass Calling Codes

- 3.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a **SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SBC-12STATE**'s tandem and/or **SBC MIDWEST REGION 5-STATE** mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **SBC-12STATE** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.
- 3.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where **SBC-12STATE** and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

4. **SPNP QUERY SERVICE**

- 4.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 4.2 If CLEC chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, **SBC-12STATE** will charge and CLEC agrees to pay the default queries charges set forth in:
- 4.2.1 **SBC MIDWEST REGION 5-STATE** - Section 6 of the FCC No. 2 Access Services Tariff
- 4.2.2 **SBC NEVADA** - Section 19 of the FCC No. 1 Access Services Tariff
- 4.2.3 **SBC CALIFORNIA** - Section 13 of the FCC No. 1 Access Services Tariff

- 4.2.4 **SBC SOUTHWEST REGION 5-STATE** – Section 34 of the FCC No. 73 Access Services Tariff.
- 4.3 **SBC-12STATE** provides CLECs the optional use of the **SBC-12STATE** LNP database via the SPNP Query Service-Database. When CLEC orders SPNP Query Service-Database, **SBC-12STATE** shall charge and CLEC agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. The CLEC's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 4.4 When purchasing the SPNP Query Service - Database, CLEC will access **SBC-12STATE**'s facilities via an SS7 link to the **SBC-12STATE** STP.
- 4.5 When purchasing the SLNP Query Service - Database, CLEC will advise **SBC-12STATE** of the entry point(s) of queries to the **SBC-12STATE** network and provide a query forecast for each entry point.

EXHIBIT 1

PERMANENT NUMBER PORTABILITY (PNP) BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

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

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. **SBC-13STATE** is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

equipped remote switches within 30 days
hardware capable switches within 60 days
capable switches requiring hardware within 180 days
non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its **SBC-13STATE** Account Manager which shall specify the following:

The MSA in which requested switch(es) are located.

The switch(es), by CLLI code, that are to become PNP capable.

The date when PNP capability is requested with the FCC established time frames being the least amount of time.

The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.

An initial response from the **SBC-13STATE** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

**Local Number Portability (LNP)
Bona Fide Request (BFR)**

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):			
CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.
² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.
³ Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).
Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____	_____	_____
_____ (CLLI 2)	_____	_____	_____
_____ (CLLI 3)	_____	_____	_____
_____ (CLLI 4)	_____	_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1): _____

_____ (CLLI 2): _____

_____ (CLLI 3): _____

Authorized company representative signature/title: _____

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APPENDIX NUMBERING

1. INTRODUCTION

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

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and **SBC-13STATE** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.
- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
 - 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first

Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

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

APPENDIX OSS - RESALE & UNEs

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APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC/Ameritech POR for Uniform and Enhanced OSS (Uniform POR) as approved by FCC on September 22, 2000.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma, and/or SBC Texas, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma, the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE**, the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable SBC-owned ILEC doing business in Connecticut.

- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 **SBC-13STATE** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.
- 1.26 “**LSC**” means (i) the Local Service Center (LSC) for **SBC-12STATE**; (ii) Local Exchange Carrier Center (LECC) for **SBC CONNECTICUT**.
- 1.27 “**LOC**” means the Local Operations Center (LOC) for **SBC-13STATE**.
- 1.28 “**Service Bureau Provider**” - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing **SBC-13STATE**'s OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.
- 1.29 “**UNE**” is as described in Appendix Lawful UNE.

2. **LAWFUL UNBUNDLING REQUIREMENTS**

- 2.1 This Appendix is for OSS transactions related to UNEs (as provided in Appendix Lawful UNE), and Resold service which **SBC-13STATE** provides under this Interconnection Agreement (ICA service(s)). Should

SBC-13STATE no longer be obligated to provide a UNE under the terms of this Agreement, **SBC-13STATE** shall no longer be obligated to offer access and use of OSS for that ICA service.

3. GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and **SBC-13STATE** shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.
- 3.2 **Proper Use of OSS Interfaces**
 - 3.2.1 For **SBC-13STATE**, CLEC agrees to utilize **SBC-13STATE** electronic interfaces, as described herein, only for the purposes specifically provided herein. In addition, CLEC agrees that such use will comply with **SBC-13STATE**'s Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies **SBC-13STATE** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **SBC-13STATE**'s OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay **SBC-13STATE** for any and all damages caused by such unauthorized entry.
 - 3.3 Within **SBC-13STATE** regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization from the End User for release of CPNI.
 - 3.3.1 In **SBC-13STATE** regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
 - 3.3.2 This section applies to **SBC CALIFORNIA** ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of **SBC CALIFORNIA**, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless **SBC CALIFORNIA** against any claim made by a consumer End User or governmental entity against **SBC CALIFORNIA** or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.
 - 3.3.3 Throughout **SBC-13STATE** region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.
 - 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale services and UNEs, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, CLEC agrees to accept and pay all

- reasonable costs or expenses, including labor costs, incurred by **SBC-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-13STATE** to CLEC. In addition, CLEC agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of CLEC or other third parties against **SBC-13STATE** caused by or related to CLEC's use of any **SBC-13STATE** OSS.
- 3.5 In the event **SBC-13STATE** has good cause to believe that CLEC has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC-owned ILEC in whose territory CLEC is doing business shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to the Notice of Misuse, which shall be provided to **SBC-13STATE** within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with the allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event CLEC does not agree that the CLEC's use of **SBC-13STATE** OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by **SBC-13STATE** to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, **SBC-13STATE** shall have the right to conduct an audit of CLEC's use of the **SBC-13STATE** OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the **SBC-13STATE** OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. **SBC-13STATE** shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide **SBC-13STATE** with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at **SBC-13STATE**'s expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. **SBC-13STATE** agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within **SBC-13STATE**.
- 3.8 When Resale service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SBC-13STATE** and CLEC will use manual processes. Should **SBC-13STATE** develop electronic interfaces for these functions for itself, **SBC-13STATE** will make electronic access available to CLEC within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the **SBC-13STATE** region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.
- 3.10 The Parties will follow the final adopted guidelines of "SBC 13-State Competitive Local Exchange Carrier (CLEC) OSS Interface Change Management Process", developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.11 **SBC-13STATE** will and CLEC may participate in the Ordering and Billing Forum (OBF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning.

Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that **SBC-13STATE** may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and **SBC-13STATE** are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, **SBC-13STATE** has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

- 3.12 Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out as required by the Change Management Process.
- 3.13 CLEC is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions. All hardware and software requirements are specified in: "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures", or any other documents or interface requirements subsequently generated by **SBC-13STATE** for any of its regions.

4. PRE-ORDERING

- 4.1 **SBC-13STATE** will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.

4.2 Pre-Ordering Functions for Resale Services and UNEs Include

4.2.1 Feature/Service Availability

- 4.2.1.1 Feature Inquiry provides feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.

4.2.2 Customer Service Information - CSI Inquiry

Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. CLEC agrees that CLEC's representatives will not access the information specified in this subsection until after the CLEC has obtained authorization from the End User for release of CPNI which complies with conditions as described in section 3.3 of this Appendix.

4.2.3 Telephone Number Inquiry

SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, **SBC MIDWEST REGION 5-STATE** also provides a Telephone Number Confirmation Inquiry function.

4.2.4 Scheduling Inquiry/Availability

- 4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).
- 4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

- 4.2.5 Address Validation Inquiry
SBC-13STATE provides address validation function.
- 4.3 **The Following are Pre-Order Functions Specific to UNEs**
- 4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry
SBC-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.
- 4.3.2 Common Language Location Indicator (CLLI) Inquiry
SBC-13STATE provides CLLI code inquiry function.
- 4.3.3 Connecting Facility Assignment (CFA) Inquiry
SBC-13STATE provides a CFA inquiry function.
- 4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry
SBC-13STATE provides a NC/NCI inquiry function.
- 4.4 **Electronic Access to Pre-Order Functions**
- 4.4.1 **Resale and UNE Pre-Order Interface Availability**
- 4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **SBC-13STATE** to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.
- 4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **SBC-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, is the 13-state uniform pre-order application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.
- 4.4.1.3 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides CLEC access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** consumer Resale services.
- 4.4.1.4 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SBC SOUTHWEST REGION 5-STATE** provides CLEC access to the functions of pre-ordering to order **SBC SOUTHWEST REGION 5-STATE** business Resale services.
- 4.5 **Other Pre-Order Function Availability**
- 4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.
- 4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-13STATE** will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.
- Data Validation Files:
- SAG (Street Address Guide)
- Feature/Service Availability by Switch
- Directory Names
- Class of Service Codes

USOC (Universal Service Order Codes)
 Community Names
 Yellow Page Headings
 PIC/LPIC (InterLATA/IntraLATA)

5. ORDERING/PROVISIONING

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

5.2 Service Order Request System Availability

5.2.1 **SBC-13STATE** makes available to CLEC an Electronic Data Interchange (EDI) application-to-application interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with **SBC-13STATE** Local Service Ordering Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale services or UNEs, CLEC and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 For **SBC-13STATE**, web-based LEX is the 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale services and UNEs. Web-based LEX is accessible via a web-based Toolbar.

5.2.3 For **SBC SOUTHWEST REGION 5-STATE** region, C-EASE is available for the ordering of consumer Resale services.

5.2.4 For **SBC SOUTHWEST REGION 5-STATE** region, B-EASE is available for the ordering of business Resale services.

5.2.5 For **SBC SOUTHWEST REGION 5-STATE** region, SORD interface provides CLECs with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).

5.2.5.1 For **SBC SOUTHWEST REGION 5-STATE** region, SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following **SBC SOUTHWEST REGION 5-STATE** OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.

5.2.6 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and **SBC-13STATE** will utilize industry ASR guidelines developed by OBF based upon **SBC-13STATE** ordering requirements.

5.3 Provisioning for Resale Services and UNEs in **SBC-13STATE**

SBC-13STATE will provision Resale services and UNEs as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

- 5.3.1 For **SBC-13STATE**, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in **SBC SOUTHWEST REGION 5-STATE**, pending orders can be viewed in SORD.
- 5.3.2 For EDI ordering, **SBC-13STATE** will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
- 5.3.3 For **SBC SOUTHWEST REGION 5-STATE**, as detailed in section 5.2.5.1, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:
 - 5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;
 - 5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
 - 5.3.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3.
 - 5.3.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an **SBC-13STATE** issued FOC.

6. MAINTENANCE/REPAIR

- 6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:
 - 6.1.1 In **SBC-13STATE**, Electronic Bonding Trouble Administration - Graphical User Interface (EBTA-GUI) is the 13-state uniform GUI interface that allows CLEC to perform Mechanized Loop Testing (MLT), issue trouble tickets, view status, and view trouble history on-line.
 - 6.1.2 In **SBC-13STATE**, Electronic Bonding Trouble Administration (EBTA) is the 13-state uniform application-to-application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1.227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and **SBC-13STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 **SBC-13STATE** will bill CLEC for Resold services and UNEs. **SBC-13STATE** will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum **SBC-13STATE** will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as agreed to between CLEC and **SBC-13STATE**. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
 - 7.2.1 In **SBC-13STATE**, CLEC may receive a mechanized bill format via the EDI 811 transaction set.

- 7.2.2 For Resale Services in **SBC SOUTHWEST REGION 5-STATE**, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, **SBC SOUTHWEST REGION 5-STATE**'s Local Exchange Tariff.
- 7.2.3 For Resale Services in **SBC CALIFORNIA**, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
- 7.2.4 For Resale Services in **SBC MIDWEST REGION 5-STATE**, CLEC may elect to receive its bill on CD.
- 7.2.5 For Resale Services in **SBC SOUTHWEST REGION 5-STATE**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.
- 7.2.6 In **SBC-13STATE**, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.7 **SBC-13STATE** will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application-to-application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, LEX.
- 7.2.8 In **SBC CONNECTICUT**, CLEC may receive a Billing Detail File on 18-track magnetic tape.
- 7.2.9 In **SBC MIDWEST REGION 5-STATE**, CLEC may receive a mechanized bill for Resale services via the **SBC MIDWEST REGION 5-STATE** Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNEs will also be available via the following interfaces:
 - 7.3.1 **SBC-13STATE** makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.
 - 7.3.2 In **SBC SOUTHWEST REGION 5-STATE**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SBC SOUTHWEST REGION 5-STATE** Classic Toolbar.
 - 7.3.3 In **SBC-13STATE**, CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
 - 7.3.4 In **SBC-13STATE**, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, LEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing **SBC-13STATE** ports, change their Competitive Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the **SBC SOUTHWEST REGION 5-STATE** region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the **SBC-2STATE** region. The ARAF, located in Chicago, IL, serves **SBC MIDWEST REGION 5-STATE** and the SRAF in New Haven, CT, handles the **SBC CONNECTICUT** region. Each of these four xRAFs will provide CLECs dedicated access to the uniform application-to-application and Graphical User Interfaces. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions in any **SBC-13STATE** where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

- 8.2 For **SBC-13STATE**, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," the connecting CLEC is responsible for providing CLEC router, and all network equipment (including Channel Service Units/Data Service Units(CSU/DSU)) and circuit connection(s) up to the SBC ILEC company point of demarcation. The demarcation point shall be the interface at the LRAF, PRAF, ARAF, or SRAF according to **SBC-13STATE** "CLEC OSS Interconnection Procedures". Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the **SBC SOUTHWEST REGION 5-STATE** LRAF, **SBC-2STATE** PRAF, **SBC MIDWEST REGION 5-STATE** ARAF, and **SBC CONNECTICUT** SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to **SBC-13STATE** OSS via the public internet.
- 8.3 For **SBC-13STATE**, CLEC shall use TCP/IP to access **SBC-13STATE** OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user ID / password unique to each individual for accessing a **SBC-13STATE** OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For **SBC-13STATE**, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**'s "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.
- 9.2 **Joint Security Requirements**
- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 CLEC shall immediately notify the ISCC when a employee user ID is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or **SBC-13STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or

device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.
- 9.3 Additional Responsibilities of Both Parties**
- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the "Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures" document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.
- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, CLEC and **SBC-13STATE** will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel**
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or **SBC-13STATE**, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems,

networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 General Policies

- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
- 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
- 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.
- 9.6.3 User IDs will be revalidated on a monthly basis.

9.7 User Authentication

- 9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.
- 9.7.2 Passwords must not be stored in script files.
- 9.7.3 Passwords must be entered by the user.
- 9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.
- 9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).
- 9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.
- 9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

- 9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.
- 9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.

9.10 Software and Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring and Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**SBC-13STATE** or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. OSS TRAINING COURSES

11.1 Prior to live system usage, CLEC must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region are posted on the CLEC website in the CLEC Education section. CLEC training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650

9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

- 11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by **SBC-13STATE** and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.
- 11.3 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among CLEC, the CLEC's **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.
- 11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.
- 11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.
- 11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **SBC-13STATE**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of the Confidentiality provisions of the General Terms and Conditions.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

- 12.1 To the extent **SBC-13STATE** seeks to recover costs associated with OSS System Access and Connectivity, **SBC-13STATE** shall not be foreclosed from seeking recovery of such costs via negotiation, arbitration, or generic proceeding during the term of this agreement.

13. MISCELLANEOUS CHARGES

- 13.1 For **SBC SOUTHWEST REGION 5-STATE** region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 For **SBC-12STATE**, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.6 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For **SBC-13STATE**, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 14.1 **SBC-13STATE** shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:
- 14.2.1 CLEC shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service

Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC-13STATE** to allow Service Bureau Provider to establish access to and use of **SBC-13STATE**'s OSS.

14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.

14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

14.3 **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to **SBC-13STATE**'s OSS) which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

APPENDIX OS

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APPENDIX OS (OPERATOR SERVICES)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) for switched-based CLEC's or CLEC's leasing Lawful unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following OS:
 - 2.1.1 **Fully Automated Call Processing**
 - 2.1.1.1 Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator."
 - 2.1.1.2 **SBC-10STATE** and **SBC CALIFORNIA/SBC CONNECTICUT** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.
 - 2.1.1.3 **SBC NEVADA** – This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.
 - 2.1.2 **Operator-Assisted Call Processing**
 - 2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

- 3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:
- 3.1.1 Fully Automated Calling Card Service.
- 3.1.1.1 **SBC-13STATE** - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.
- 3.1.2 Fully Automated Collect and Bill to Third Number Services.
- 3.1.2.1 **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.
- 3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:
- 3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.
- 3.2.2 Semi-Automated Collect and Bill to Third Number Services. **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.
- 3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 Busy Line Verification (BLV)/Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line Verification Interrupt (BLVI). A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

- 4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.
- 4.1.1 Where technically feasible and/or available, **SBC-13STATE** will brand OS in CLEC's name based upon the criteria outlined below:

- 4.1.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.
- 4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
- 4.1.1.3 **SBC-13STATE** - CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC's specific branding announcement for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.1.4 A CLEC purchasing **SBC-13STATE** Lawful unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.
- 4.1.1.5 Branding Load Charges
 - 4.1.1.5.1 **SBC SOUTHWEST REGION 5-STATE** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC SOUTHWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC SOUTHWEST REGION 5-STATE** Lawful unbundled local switching.
 - 4.1.1.5.2 **SBC MIDWEST REGION 5-STATE** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC MIDWEST REGION 5-STATE** Lawful unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
 - 4.1.1.5.3 **SBC-2STATE** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
 - 4.1.1.5.4 **SBC CONNECTICUT** - An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

- 5.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria.
 - 5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC OS Rate/Reference Information based upon the criteria outlined below:
 - 5.1.1.1 CLEC will furnish OS Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).
 - 5.1.1.2 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

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

5.1.2 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

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

6. INTRALATA MESSAGE RATING

6.1 **SBC SOUTHWEST REGION 5-STATE** - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC SOUTHWEST REGION 5-STATE** Operator assisted intraLATA calls. With this service, **SBC SOUTHWEST REGION 5-STATE** will compute the applicable charges for each message based on CLEC's schedule of rates provided to **SBC SOUTHWEST REGION 5-STATE**.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

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

8. RESPONSIBILITIES OF THE PARTIES

- 8.1 CLEC agrees that due to quality of service and work force scheduling, **SBC-13STATE** will be the sole provider of OS for CLEC's local serving area(s) for a minimum of a one (1) year period.
- 8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange OS from **SBC-13STATE**, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.
- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 8.4 CLEC will furnish to **SBC-13STATE** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to **SBC-13STATE**, default emergency agency numbers.

9. METHODS AND PRACTICES

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

10. PRICING

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

11. MONTHLY BILLING

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

12. LIABILITY

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

13. TERMS OF APPENDIX

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

APPENDIX OUT OF EXCHANGE TRAFFIC

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APPENDIX OUT OF EXCHANGE TRAFFIC

1. DEFINITIONS

- 1.1 This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4).
- 1.2 **SBC Communications Inc. (SBC-13STATE)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 For purposes of this Appendix only, "Out of Exchange LEC" (OE-LEC) means <«CLECLegalName»> operating within **SBC-13STATE**'s incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with **SBC-13STATE**.
- 1.4 For purposes of this Appendix only, "**Out of Exchange Traffic**" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:
 - (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an **SBC-13STATE** end user located in an **SBC-13STATE** local exchange area or;
 - (ii) Originates from an **SBC-13STATE** end user located in an **SBC-13STATE** local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

2. INTRODUCTION

- 2.1 For purposes of this Appendix, OE-LEC intends to operate and/or provide telecommunications services outside of **SBC-13STATE** incumbent local exchange areas and desires to interconnect OE-LEC's network with **SBC- 13STATE**'s network(s).
- 2.2 For purposes of this Appendix, OE-LEC agrees to interconnect with **SBC-13STATE** pursuant to Section 251(a) of the Act.
- 2.3 Other attachments in this Agreement set forth the terms and conditions pursuant to which **SBC-13STATE** agrees to provide CLEC with access to lawful unbundled network elements (Lawful UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in **SBC-13STATE**'s incumbent local exchange areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that **SBC-13STATE** is only obligated to make available Lawful UNEs and access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to CLEC in **SBC-13STATE**'s incumbent local exchange areas. **SBC-13STATE** has no obligation to provide such Lawful UNEs, Collocation, Interconnection and/or Resale to CLEC for the purposes of CLEC providing and/or extending service outside of **SBC-13STATE**'s incumbent local exchange areas. In addition, **SBC-13STATE** is not obligated to provision Lawful UNEs or to provide access to Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act,

Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than SBC-13STATE's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, and any associated provisions set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Lawful UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to CLEC for provisioning telecommunication services within an SBC-13STATE incumbent local exchange area(s) in the State in which CLEC's current Interconnection Agreement with SBC-13STATE has been approved by the relevant state Commission and is in effect.

3. NETWORK MANAGEMENT

- 3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 connections exist, each Party will include the Calling Party Number (CPN) that truly and accurately reflect the location of the end user that originated and/or dialed the call in the information transmitted to the other for each call being terminated on the other's network. If one Party is passing CPN but the other Party is not properly receiving CPN, the Parties will work cooperatively to correct the problem. Where SS7 connections exist and the percentage of calls passed with CPN is greater than ninety percent (90%), all calls without CPN exchanged between the Parties will be billed as either Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.
- 3.2 The Parties will work cooperatively to implement this Appendix. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for network traffic management issues to the other's surveillance management center.
- 3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.
- 3.6 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

- 3.7 The Parties agree that, unless otherwise mutually negotiated, the quality of such network connections shall be equal to that of the existing facilities that are jointly provided by each Party.
- 3.8 Joint planning and forecasting responsibilities shall be governed by the underlying agreement.

4. NETWORK CONNECTIONS FOR OUT OF EXCHANGE TRAFFIC

- 4.1 OE-LEC represents that it operates as a CLEC within SBC-13STATE exchange areas and has a Point of Interconnection ("POI") located within SBC-13STATE exchange areas for the purpose of providing telephone exchange service and exchange access in such SBC-13STATE exchange areas. Based upon the foregoing, the Parties agree that SBC-13STATE's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. SBC-13STATE will accept OE-LEC's Out of Exchange Traffic at its tandem switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of exchange areas to or from SBC-13STATE's end offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the end users of OE-LEC and SBC-13STATE, the Parties agree to establish a direct end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an SBC-13STATE End Office.
- 4.2 The Parties agree, that at a minimum, OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each SBC-13STATE serving tandem in a LATA. This requirement may be waived upon mutual agreement of the parties.
- 4.3 Transport facilities for 911, mass calling, OS/DA and Meet Point trunking are the responsibility of OE-LEC from OE-LEC to the serving tandem or platform that provides each such service type.
- 4.4 OE-LEC shall route originating Out of Exchange Traffic to the serving tandem as defined by the tandem owner in the LERG.
- 4.5 If SBC-13STATE is not the serving tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving SBC-13STATE End Office.
- 4.6 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC-13STATE terminated traffic or SBC-13STATE originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 4.7 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (as reflected in the LERG). Any compensation due SBC-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC-13STATE serving tandems are reflected by SBC-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE tandem. SBC-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 4.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- 4.9 Connection of a trunk group from OE-LEC to SBC-13STATE's tandem(s) will provide OE-LEC accessibility to End Offices, IXC's, LEC's, WSP's and NXX's which subtend that tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party accessibility only to the NXX's served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXX's that are served by that End Office(s).

- 4.10 SBC-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, in SBC-13STATE Tandems and End Offices using SBC-13STATE's standard code opening timeframes.

5. INTERCARRIER COMPENSATION

- 5.1 The compensation arrangement for Out of Exchange traffic exchanged between the Parties shall be as set forth in the Appendix Intercarrier Compensation.

6. INTERLATA SECTION 251(B)(5) TRAFFIC

- 6.1 SBC-13STATE will exchange SBC-13STATE InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. SBC-13STATE will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), (iii) via a mutually agreed to meet point facility within the SBC-13STATE exchange area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an SBC-13STATE exchange, SBC-13STATE shall exchange such traffic using a two-way DF trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. SBC-13STATE will not provision or be responsible for facilities located outside of SBC-13STATE exchange areas.
- 6.2 The Parties agree that the associated traffic from each SBC-13STATE End Office will not alternate route.
- 6.3 OE-LEC must provide SBC-13STATE a separate ACTL and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 6.4 Except as otherwise provided in this Appendix, for OE-LEC originated/SBC-13STATE terminated traffic or SBC-13STATE originated/OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to other party and/or not routed in accordance with this Appendix, the Parties will work cooperatively to correct the problem.
- 6.5 SBC-13STATE shall not compensate any Third Party local exchange carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to SBC-13STATE (as reflected in the LERG). Any compensation due SBC-13STATE for such misrouted traffic shall be paid by OE-LEC. The appropriateness of such routing and the correct SBC-13STATE serving tandems are reflected by SBC-13STATE in the LERG. This also includes traffic that is destined to End Offices that do not subtend SBC-13STATE-tandem. SBC-13STATE shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- 6.6 SBC-13STATE will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-SBC-13STATE exchange areas, in SBC-13STATE Tandems and End Office(s) using SBC-13STATE's standard code opening timeframes.
- 6.7 The compensation arrangement for InterLATA Section 251(b)(5) Traffic shall be governed by the compensation terms and conditions for Section 251(b)(5) Traffic in the Appendix Intercarrier Compensation.

APPENDIX INTERCARRIER COMPENSATION

**(AFTER FCC ORDER NO. 01-131, AGREEING TO
EXCHANGE ALL ISP-BOUND and SECTION
251(b)(5) TRAFFIC AT THE FCC RATES IN
CERTAIN STATES, WHERE APPLICABLE)**

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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

- 1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable SBC Communications Inc (SBC) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s).
- 1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local switching purchased by CLEC from **SBC-13STATE** on a wholesale basis.
- 1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. **SBC-13STATE** will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an end user that is served by a carrier providing telecommunications services utilizing **SBC-13STATE**'s Resale Service.
- 1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 2.2 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 2.3 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri and SBC Oklahoma, the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 2.4 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.6 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE**, the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.7 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.8 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT**, the applicable SBC-owned

ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 2.9 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 2.10 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 2.11 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 2.12 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 2.13 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 2.14 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 2.15 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.16 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 2.17 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 2.18 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 2.19 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 2.20 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 2.21 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas, the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.22 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 2.23 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either party identifies

- improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.
- 3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC CONNECTICUT**, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.
- 3.4 For those usage based charges where actual charge information is not determinable by **SBC-2STATE** because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges to be billed to the terminating party in accordance with Section 13.2 below.
- 3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation any where CLEC originates traffic to or terminates traffic from an end user being served by a third party telecommunications carrier who has purchased local switching from **SBC-13STATE** on a wholesale basis by which such telecommunications carrier uses such services to offer wireline local telephone exchange service to its end users. In no event will **SBC-13STATE** have any liability to CLEC or any third party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless **SBC-13STATE** against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. **SBC-13STATE** will not be required to function as a billing intermediary, e.g., clearinghouse. **SBC-13STATE** may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.
- 3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.
- 3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs. In **SBC CONNECTICUT**, when CLEC purchases local switching from **SBC CONNECTICUT** on a wholesale basis to provide service to its end users, all Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic originated by CLEC's end users are not subject to intercarrier compensation as addressed in Section 4.7.3 below.
- 3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks) and is capable of fully supporting originating and terminating end user customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.
- 3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether

the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by SBC 13STATE pursuant to this agreement.

3.9.1 More specifically, and without limiting the foregoing Section 3.9, the parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within **SBC-13STATE**'s incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with **SBC-13STATE**. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, IntraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

- (i) Originates from an OE-LEC end user located in another ILEC's incumbent local exchange area and terminates to an **SBC-13STATE** end user located in an **SBC-13STATE** local exchange area or;
- (ii) Originates from an **SBC-13STATE** end user located in an **SBC-13STATE** local exchange area and terminates to an OE-LEC end user located in another ILEC's incumbent local exchange area.

4. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

4.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

4.2 **SBC-12STATE** made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

SBC-13STATE and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by **SBC-13STATE** in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

4.2.1 Should a regulatory agency, court or legislature change or nullify the **SBC-13STATE**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to

all traffic among **SBC-13STATE**, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

- 4.2.2 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among **SBC-13STATE**, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 4.3 In **SBC-12STATE** the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1 and ISP-Bound Traffic, as defined in Section 5.1 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5.3.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that **SBC-12STATE** has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004. Until and unless **SBC CONNECTICUT** chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Section 4 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic as for that particular state.
- 4.4 Tandem Serving Rate Elements are applicable to Tandem Routed Traffic on a terminating MOU basis and includes compensation for the following sub-elements:
- 4.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.
- 4.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.
- 4.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.5 End Office Serving Rate Elements:
- 4.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.
- 4.6 CLEC shall only be paid End Office Serving Rate Elements.
- 4.7 Intercarrier Compensation for Wholesale Local Switching Traffic
- 4.7.1 Where CLEC purchases local switching from **SBC-12STATE** on a wholesale basis, CLEC will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or

terminated to the end users served by such arrangements. **SBC-12STATE** is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

- 4.7.2 The following reciprocal compensation terms shall apply to all traffic exchanged between **SBC-12STATE** and CLECs when CLEC purchases local switching from **SBC-12STATE** on a wholesale basis:

4.7.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **SBC-12STATE** and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

4.7.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **SBC-12STATE** and CLEC where CLEC's end user originates a call that is terminated to a **SBC-12STATE** end user, such traffic shall be paid for reciprocally at the FCC Plan rate set forth in Section 5.3.2 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.

- 4.7.3 In **SBC CONNECTICUT**, when CLEC purchases local switching from **SBC CONNECTICUT** on a wholesale basis to provide service to its end users, **SBC CONNECTICUT** will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's end users. When CLEC purchases local switching from **SBC CONNECTICUT** on a wholesale basis, CLEC can not seek intercarrier compensation from **SBC CONNECTICUT** for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an **SBC CONNECTICUT** end user or a third party carrier's end user.

5. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

- 5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and **SBC-13STATE** in which the originating End User of one Party and the ISP served by the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

In states in which **SBC-13STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.4 of this Appendix.

- 5.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) **SBC-13STATE** has made an offer as described in Section 4 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.

- 5.3 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic
- 5.3.1 The rates, terms, and conditions in Section 5 apply to the termination of all Section 251(b)(5) Traffic as defined in Section 4.1 and ISP-Bound Traffic as defined in Section 5.1 and ISP-Bound Traffic is subject to the rebuttable presumption.
- 5.3.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at \$.0007 per minute of use.
- 5.3.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.
- 5.4 ISP-Bound Traffic Rebuttable Presumption
- 5.4.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.4. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 5.3.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.
- 5.5 For purposes of this Section 5.5, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below.
- 5.5.1 Each party will invoice the other party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties each at the rate set forth in Section 5.3.2.

6. OTHER TELECOMMUNICATIONS TRAFFIC

- 6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.
- 6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the end user is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:
- 6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an end user's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the end user physically located in one exchange to be assigned telephone numbers

resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

- 6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient end user's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an end user physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service end users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.
- 6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in **SBC-2STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT**, **SBC ARKANSAS**, **SBC KANSAS**, **SBC MISSOURI** and **SBC TEXAS**.
- 6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.
- 6.2.4 Pursuant to the Oklahoma Commission Arbitration Award in Docket 449960, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6.2 above.
- 6.2.5 Pursuant to the Connecticut Commission Arbitration Award in Docket. 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic, except ISP-Bound Traffic, that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6.2 above in **SBC CONNECTICUT**.
- 6.2.5.1 To the extent ISP-Bound Traffic is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6.2 above, such traffic is subject to a Bill and Keep arrangement.
- 6.2.6 Segregating and Tracking FX Traffic
- 6.2.6.1 For **SBC-12STATE**, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.
- 6.2.6.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in **SBC-2STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC ARKANSAS**, **SBC KANSAS**, **SBC MISSOURI** and **SBC TEXAS** where such traffic is subject to a Bill and Keep arrangement.
- 6.2.6.3 Originating carrier will apply the appropriate originating access charges to both the Voice FX MOU and ISP FX MOU **SBC OKLAHOMA**.
- 6.2.6.4 For **SBC CONNECTICUT**, FX traffic must be identified as voice FX and ISP FX. **SBC CONNECTICUT** will work with CLEC in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. The parties may

agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate the percentage of minutes of use that is attributable to FX traffic. For **SBC CONNECTICUT** ISP FX percentage will be assigned ("PIFX") and voice FX percentage will be assigned ("PVFX"). The PIFX and PVFX ("FX factor") will be used in lieu of providing the actual minutes of use data. This plan will be applied on an individual CLEC basis.

6.2.6.4.1 The FX factor will be applied to the measured local usage minutes of use ("MOU") and result in the following billing adjustments:

- (i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.
- (ii) Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU.
- (iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic, and ISP-Bound Traffic, as set forth in Section 5.3.2 above.
- (iv) Terminating carrier will not assess compensation charges to the ISP FX MOU in **SBC CONNECTICUT** where such traffic is subject to a Bill and Keep Arrangement.
- (v) Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in **SBC CONNECTICUT**.

6.2.6.4.2 The FX factor may be adjusted by the Parties on a quarterly basis.

6.2.6.5 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.2.6.5.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line for voice, data, video and multimedia.

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic

- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- MCA Traffic

6.5 The Parties agree that, for the purposes of this Appendix, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b) Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 12; and/or (f) MCA Traffic are set forth in Section 8.

7. **OPTIONAL CALLING AREA TRAFFIC – SBC ARKANSAS, SBC KANSAS, AND SBC TEXAS**

- 7.1 Compensation for Optional Calling Area (OCA) Traffic, (also known as Optional Extended Area Service and Optional EAS) is for the termination of intercompany traffic to and from the Commission approved one-way or two-way optional exchanges(s) and the associated metropolitan area, except mandatory extended traffic as addressed in Sections 4.1 and 5.1 above. The transport and termination rate applies when **SBC ARKANSAS**, **SBC KANSAS** or **SBC TEXAS** transports traffic and terminates it at its own switch.
- 7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Arkansas, Kansas and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and **SBC ARKANSAS**, **SBC KANSAS**, and **SBC TEXAS** are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.
- 7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. **MCA TRAFFIC -- SBC MISSOURI**

- 8.1 For compensation purposes in the state of Missouri, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a Section 251(b)(5) Traffic based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Section 251(b)(5) Traffic and ISP-Bound Traffic that is not defined as MCA Traffic.
- 8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
- 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call.
- 8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least forty-five (45) days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.
- 8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by **SBC SOUTHWEST REGION 5-STATE**.

9. PRIMARY TOLL CARRIER ARRANGEMENTS

- 9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own end user customers and potentially for a third party ILEC's end user customers. In this ILEC arrangement, the PTC would receive the ILEC end user IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those SBC-13STATEs where Primary Toll Carrier arrangements are mandated and for the IntraLATA toll traffic which is subject to a PTC arrangement and where SBC-13STATE is functioning as the PTC for a third party ILEC's end user customers:
- (i) SBC-13STATE shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. SBC-13STATE shall pay the CLEC on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the CLEC's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in the SBC-13STATE Intrastate Access Service Tariff in the respective state; and/or
 - (ii) SBC-13STATE shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay SBC-13STATE for the use of its facilities at the rates set forth in SBC-13STATE's Intrastate Access Service Tariff. CLEC shall pay the ILEC for the termination of such traffic originated from CLEC.

10. INTRALATA 800 TRAFFIC

- 10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.
- 10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

11. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

- 11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.
- 11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via

the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

- 11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 11.8 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12. INTRALATA TOLL TRAFFIC COMPENSATION

- 12.1 For intrastate IntraLATA toll traffic, compensation for termination of such traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an **SBC-13STATE**'s tariff in whose exchange area the End User is located.
- 12.2 For interstate IntraLATA toll traffic, compensation for termination of such traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the **SBC-13STATE**'s tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

13. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC, OPTIONAL EAS TRAFFIC, ISP-BOUND TRAFFIC AND INTRALATA TOLL TRAFFIC

- 13.1 In **SBC-13STATE**, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.
 - 13.1.1 Where a terminating CLEC is not technically capable of billing the originating carrier through the use of terminating records, **SBC-13STATE** will provide the appropriate category of originating records to CLEC for the purposes of billing intercarrier compensation.
 - 13.1.2 Where CLEC is using terminating recordings to bill intercarrier compensation, **SBC-12STATE** will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an end user being served by a third party telecommunications carrier using an **SBC-12STATE** non-resale offering whereby **SBC-12STATE** provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.
- 13.2 For those usage based charges where actual charge information is not determinable by **SBC-2STATE** because the jurisdiction (i.e., intrastate vs. local) or origin of the traffic is unidentifiable, the Parties will

jointly develop a Percent Local Usage (PLU) factor in order to determine the appropriate charges PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination.

- 13.2.1 CLEC and **SBC-2STATE** agree to exchange such reports and/or data as provided in this Attachment to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the usage reports from the other Party and may not be requested more than twice per year, once per calendar year for each call detail type unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.
- 13.3 In states in which **SBC-13STATE** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.4 of this Appendix.
- 13.4 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 13.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.
- 13.6 If either Party pursues dispute resolution under the applicable provisions set forth in the General Terms and Conditions of this Agreement, on any portion of an amount due to a Party (the "Billing Party") arising from Intercarrier Compensation charges, such disputed amounts will remain unpaid by the Party billed (the "Non-Paying Party") and are not subject to interest during the pendency of such Intercarrier Compensation dispute.
- 13.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

14. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 14.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period provided in the order, shall occur within one hundred and twenty (120) days of the

effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

15. SWITCHED ACCESS TRAFFIC

15.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in **SBC-13STATE**'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an SBC end user that obtains local dial tone from SBC where SBC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;
- (iii) Switched Access Traffic delivered to SBC from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or
- (iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

15.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

16. ALTERNATE TANDEM PROVIDER

- 16.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no end users, that provides tandem switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with **SBC-13STATE** to only **SBC-13STATE**'s end user.
- 16.2 Third Party Originating Carrier shall mean CLEC as a Competitive Local Exchange Carrier (CLEC), that sends traffic originated by its end users to **SBC-13STATE**'s end users via an Alternate Tandem Provider.
- 16.3 Third Party Terminating Carrier shall mean **SBC-13STATE** as the Incumbent Local Exchange Carrier (ILEC), to which traffic is terminated when CLEC uses an Alternate Tandem Provider.
- 16.4 When Alternate Tandem Provider sends Traffic originated by the end users of CLEC functioning as the Third Party Originating Carrier to an end user of **SBC-13STATE** who is functioning as the Third Party Terminating Carrier, CLEC is responsible for all Minutes of Use ("MOUs") billed by **SBC-13STATE** for the termination of such traffic.

APPENDIX RECORDING

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APPENDIX RECORDING (Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will provide recording, message processing and message detail services to a Facility-Based Provider as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference. The terms and conditions under this Appendix will also apply when the Facility-Based Provider is the Recording Company.
- 1.1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.1.2 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.4 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.1.5 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. DEFINITIONS

- 2.1 **“Access Usage Record” (AUR)** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 **“Assembly and Editing”** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 **“Billing Company”** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 **“Billable Message”** - a message record containing details of a completed IXC transported call which is used to bill an end user.

- 2.5 **“Centralized Message Distribution System” (CMDS)** - the national network of private line facilities used to exchange Exchange Message Interface (EMI) formatted billing data between **SBC-13STATE** and the Billing Company.
- 2.6 **“Data Transmission”** - the forwarding by **SBC-13STATE** of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message Interface” (EMI)** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.
- 2.8 **“Interexchange Carrier” (IXC)** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area” (LATA)** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMI formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **SBC-13STATE**'s internal network or national CMDS.
- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the data files.
- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format converted to EMI layout.
- 2.16 **“Service Switching Point” (SSP)** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **“Switching Control Point” (SCP)** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record” (SCP Record)** - a summary record which contains information concerning the quantity and types of queries launched to an **SBC-13STATE** SCP.
- 2.20 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 **SBC-13STATE** will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to **SBC-13STATE** provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **SBC-13STATE** -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **SBC-13STATE**.
- 3.2 **SBC-13STATE** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **SBC-13STATE**.
- 3.3 **SBC-13STATE** will provide access usage records that are generated by **SBC-13STATE**.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by **SBC-13STATE**, during the billing period established by **SBC-13STATE** and selected by CLEC.
- 3.5 Standard EML record formats for the provision of billable message detail and access usage record detail will be established by **SBC-13STATE** and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 **SBC-13STATE** will provide message detail to CLEC in data files, (a File Transfer Protocol or Connect:Direct “NDM”), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided, except for **SBC-2STATE**. For **SBC-2STATE**, CLEC will identify the location and number of times each month the information should be provided via Appendix Data Exchange's Technical Requirements Form document. **SBC-13STATE** reserves the right to limit the frequency of transmission to existing **SBC-13STATE** processing and work schedules, holidays, etc.
- 3.9 **SBC-13STATE** will determine the number data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to CLEC except on an individual case basis at a cost determined by **SBC-13STATE**.
- 3.11 When **SBC-13STATE** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, **SBC-13STATE** will forward those messages to CLEC.
- 3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.
- 3.13 When CLEC is the Recording Company, the CLEC agrees to provide its recorded billable messages detail and access usage record detail data to **SBC-13STATE** under the same terms and conditions of this Appendix.

4. BASIS OF COMPENSATION

- 4.1 **SBC-13STATE** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this Appendix on a reciprocal, no-charge basis. CLEC, as the Recording Company, agrees to provide any and all Access Usage Records (AURs) required by **SBC-13STATE** on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company shall have no further obligation to recover the data and shall have no further liability to the non-Recording Company.
- 5.3 If, despite timely notification by the non-Recording Company, message detail is lost and unrecoverable as a direct result of the Recording Company having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, both Parties will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, the Recording Company's liability shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data.
- 5.5 Each Party agrees to defend, indemnify, and hold harmless the other Party from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the other Party, its customers or end users.
- 5.6 Each Party also agrees to release, defend, indemnify and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the Party's employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 Each Party also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this Agreement should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 Each Party makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, each Party assumes no responsibility with regard to the correctness of the data supplied when this data is accessed and used by a third party.

EXHIBIT I SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #1:** This option has been withdrawn.
- Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the CLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9:** This option has been withdrawn.
- Option #10:** Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option #11:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #12:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #13:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #14:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option #15:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

EXHIBIT II**INVOICE DESIGNATION**

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive billable messages daily, Monday-Friday excluding holidays.)☐ Bill period (Please choose a maximum of five dates for **SBC SOUTHWEST REGION 5-STATE** . A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

AUR INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive AURs daily, Monday-Friday except holidays.)☐ Bill period (Please choose a maximum of five dates for **SBC SOUTHWEST REGION 5-STATE** . A file will be created approximately 3 to 5 workdays after the chosen bill date(s):

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 Resale services are available in accordance with section 251(C)(4) of the Act and consistent with Section 2.12.1.3 of the General Terms and conditions of the Agreement.
- 2.2 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC-13STATE**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.
 - 2.2.1 This section applies only to **SBC KANSAS**:
 - 2.2.1.1 CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll. The three-tier discount structure will be made available upon written request from CLEC negotiating an interconnection agreement with **SBC KANSAS**.
- 2.3 **SBC-13STATE** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.4 Telecommunications Services will be offered by **SBC-13STATE** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

- 2.5 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC-13STATE** provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **SBC-13STATE** to **SBC-13STATE**'s End Users through tariff(s), the rules and regulations associated with **SBC-13STATE**'s retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **SBC-13STATE** to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC-13STATE** retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in **SBC-13STATE**'s corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.3.1 This section applies only to **SBC TEXAS**:
- 3.3.1.1 Within the State of Texas, based upon the Texas Commission's arbitration order, **SBC TEXAS** will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **SBC-13STATE** offers such services (for example, residence service shall not be resold to business End Users).
- 3.4.1 **SBC-13STATE** - CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC-13STATE** tariffs.
- 3.4.2 This section applies only to **SBC SOUTHWEST REGION 5-STATE: SBC WISCONSIN, SBC OHIO and SBC INDIANA**
- 3.4.2.1 Where available for resale according to associated retail state specific tariffs, CLEC may only resell **SBC SOUTHWEST REGION 5-STATE, SBC WISCONSIN, SBC OHIO and SBC INDIANA** low income assistance services, (e.g. LifeLine and Link-Up services), to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC SOUTHWEST REGION 5-STATE, SBC WISCONSIN, SBC OHIO and SBC INDIANA** tariffs.
- 3.4.3 This section applies only to **SBC CALIFORNIA, SBC CONNECTICUT and SBC ILLINOIS**:
- 3.4.3.1 **SBC CALIFORNIA, SBC CONNECTICUT and SBC ILLINOIS** LifeLine and Link-Up services are not available for resale.

3.4.3.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.4 This section applies only to **SBC NEVADA**:

3.4.4.1 **SBC NEVADA** low income assistance services, (e.g., LifeLine and Link-Up services) are available for resale for a maximum period of 90 days from contract approval date. The CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish the CLEC's own low income assistance service(s). At the end of the 90 day period, CLEC is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. CLEC will be responsible for designating its own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to **SBC NEVADA** and **SBC MISSOURI**:

3.5.2.1 Promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.2.2 Promotions of ninety (90) days or more are available to CLEC for resale at the applicable wholesale discount, state specific.

3.5.3 This section applies only to **SBC CALIFORNIA**, **SBC MIDWEST REGION 5-STATE**, **SBC CONNECTICUT** and **SBC ARKANSAS**

3.5.3.1 Promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.3.2 Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.

3.5.4 This section applies only to **SBC KANSAS**, **SBC TEXAS** and **SBC OKLAHOMA**:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE's** corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

- 3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC-13STATE** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.
- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC-13STATE** as the incumbent local exchange carrier.
- 3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If CLEC is in violation of any provision of this Appendix, **SBC-13STATE** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will bill CLEC a sum equal (i) the charges that would have been billed by **SBC-13STATE** to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify **SBC-13STATE** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **SBC-13STATE** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.13 **SBC-13STATE**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.

3.14 This section applies only to **SBC SOUTHWEST REGION 5-STATE**:

3.14.1 CLEC may convert current **SBC SOUTHWEST REGION 5-STATE** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the state of Kansas or Texas, and

3.14.2 **SBC SOUTHWEST REGION 5-STATE** and any other reseller of **SBC SOUTHWEST REGION 5-STATE** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the states of Arkansas, Kansas, Texas, Oklahoma or Missouri.

3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and **SBC SOUTHWEST REGION 5-STATE** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.

3.14.4 Responsibilities of CLEC in connection with Assumption of CSP Contract Conversions.

3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SBC SOUTHWEST REGION 5-STATE** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Arkansas and Kansas and 5.62% in Texas. CLECs may assume tariffed volume and term contracts at the wholesale discount of 8.0% in the states of Arkansas and Kansas and 8.04% in the state of Texas.

3.14.4.2 **SBC OKLAHOMA** and **SBC MISSOURI** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.

3.14.4.3 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to **SBC SOUTHWEST REGION 5-STATE** or any other local service provider reselling **SBC SOUTHWEST REGION 5-STATE** local service.

3.14.4.4 If another reseller of **SBC SOUTHWEST REGION 5-STATE** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that **SBC SOUTHWEST REGION 5-STATE** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **SBC SOUTHWEST REGION 5-STATE** in connection with any conversion by another reseller of **SBC SOUTHWEST REGION 5-STATE** local service of any CLEC End User(s) that has an existing CSP contract.

3.14.5 Responsibilities of **SBC SOUTHWEST REGION 5-STATE** in connection with Assumptions of CSP Contract Conversions:

3.14.5.1 **SBC SOUTHWEST REGION 5-STATE** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.

3.14.5.2 **SBC SOUTHWEST REGION 5-STATE** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **SBC SOUTHWEST REGION 5-STATE**.

3.15 This section applies only to **SBC MIDWEST REGION 5-STATE**:

3.15.1 **SBC MIDWEST REGION 5-STATE** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:

3.15.2.1 **SBC ILLINOIS** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.

- 3.15.2.2 **SBC MICHIGAN** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.42%.
 - 3.15.2.3 **SBC OHIO**, and **SBC WISCONSIN** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.
 - 3.15.2.4 **SBC INDIANA** tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost study.
 - 3.15.2.5 **SBC MIDWEST REGION 5-STATE** Non-Standard Service contracts may be assumed, but receive no wholesale discount.
- 3.15.3 If CLEC elects to terminate a **SBC MIDWEST REGION 5-STATE** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. **ANCILLARY SERVICES**

- 4.1 Where available, **SBC-13STATE** will afford CLEC's End Users the ability to make 911 calls. In the areas served by **SBC-8STATE**, CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by **SBC-13STATE**, CLEC shall provide **SBC-13STATE** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration. In the areas served by **SBC MIDWEST REGION 5-STATE**, any 911 fees or surcharges associated with Resale accounts shall be included by **SBC MIDWEST REGION 5-STATE** on CLEC's invoice and CLEC agrees to pay Ameritech all such fees and surcharges. **SBC MIDWEST REGION 5-STATE** shall then be responsible for submitting or retaining such fees and surcharges in accordance with the appropriate 911 cost recovery plan applicable to the local jurisdiction.
 - 4.1.1 Should any CLEC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.
- 4.2 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.
- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
 - 4.4.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
 - 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information,

including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.

- 4.5 Each CLEC subscriber will receive one copy per primary End User listing of **SBC-13STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-13STATE**'s subscribers.
 - 4.5.1 If CLEC's End User already has a current **SBC-13STATE** local White Pages directory, **SBC-13STATE** shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 4.7 At its request, CLEC may purchase one one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than **SBC-8STATE** "Informational Page". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.
- 4.8 Subject to any blocking that may be ordered by CLEC for its End Users, to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide CLEC's End Users access to **SBC-13STATE** Directory Assistance services. CLEC shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by CLEC's End Users.
- 4.9 Subject to any blocking that may be ordered by CLEC for its End Users', **SBC-13STATE** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.10 **SBC-13STATE** offers CLEC the opportunity to customize route its End Users' OS/DA calls where technically feasible.
- 4.11 OS/DA Branding
 - 4.11.1 Where technically feasible and/or available, **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:
 - 4.11.2 Call Branding
 - 4.11.2.1 **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:
 - 4.11.3 **SBC-13STATE** – CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

- 4.11.4 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
- 4.12 Branding Load Charges:
- 4.12.1 **SBC SOUTHWEST REGION 5-STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC SOUTHWEST REGION 5-STATE** on behalf of CLEC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the “OTHER (Resale)” category.
- 4.12.1.1 **SBC MIDWEST REGION 5-STATE** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC MIDWEST REGION 5-STATE** on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
- 4.12.1.2 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
- 4.12.1.3 **SBC CONNECTICUT** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OS/DA RATE/REFERENCE INFORMATION

- 5.1 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC-12STATE** will quote the applicable OS/DA rates as provided by the CLEC.
- 5.2 **SBC CONNECTICUT** - until technically feasible and/or available, when a **SBC CONNECTICUT** Operator receives a rate request from a CLEC end user, **SBC CONNECTICUT** will quote the surcharge rate only.
- 5.3 CLEC will furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 5.4 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-12STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 5.5 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.
- 5.6 **Payphone Services**
- 5.6.1 CLEC may provide certain local Telecommunications Services to payphone service providers (“PSPs”) for PSPs’ use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling **SBC-13STATE**'s services offered pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as “Payphone Lines.” In its Common Carrier Docket No. 96-128, the FCC ordered **SBC-13STATE** to compensate PSP customers of CLECs that resell **SBC-13STATE**'s services for

certain calls originated from pay telephones. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

- 5.6.2 The Parties desire that **SBC-13STATE** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 5.6.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC-13STATE** will pay Payphone Compensation to CLEC only for:
 - 5.6.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and
 - 5.6.3.2 IntraLATA calls placed using **SBC-13STATE**'s prepaid calling card platform and carried by **SBC-13STATE**.
- 5.6.4 **SBC-13STATE** will not be required to pay any Payphone Compensation for non-sent paid calls.
- 5.6.5 **SBC-13STATE** will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **SBC-13STATE** deems it necessary to investigate a call or calls for possible fraud.
- 5.6.6 **SBC-13STATE** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **SBC-13STATE** will not automatically issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.
- 5.6.7 Nothing in this Appendix entitles CLEC to receive or obligates **SBC-13STATE** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 5.6.8 CLEC represents and warrants that the only **SBC-13STATE** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **SBC-13STATE** offers pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix.
- 5.6.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **SBC-13STATE** pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **SBC-13STATE**.
- 5.6.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:
 - 5.6.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or
 - 5.6.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

5.6.10.3 False representation by CLEC.

5.7 Suspension of Service

5.7.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

5.7.2 **SBC-13STATE** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **SBC-13STATE** state specific retail tariff rate for company initiated suspension of service. Carrier Disconnect Service is the provider initiated suspension service available to CLECs in **SBC MIDWEST REGION 5-STATE**. Service specifics may be obtained in state specific CLEC Handbooks.

5.7.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

5.7.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

5.7.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

6. **USE OF SBC BRAND**

6.1 Except where otherwise required by law, CLEC shall not, without **SBC-13STATE**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to CLEC's customers.

7. **RESPONSIBILITIES OF SBC-13STATE**

7.1 **SBC-13STATE** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **SBC-13STATE** shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces, as outlined in Appendix OSS.

7.2 **SBC-13STATE** shall implement CLEC service orders within the same time intervals **SBC-13STATE** uses to implement service orders for similar services for its own End Users.

7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.

7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **SBC-13STATE** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **SBC-13STATE** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.

- 7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.4 **SBC-13STATE** will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay **SBC-13STATE** the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."
- 7.5 **SBC-13STATE** shall make Telecommunications Services that **SBC-13STATE** provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **SBC-13STATE** will notify CLEC of any changes in the terms and conditions under which **SBC-13STATE** offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.
- 7.5.1 **SBC-13STATE** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.
- 7.6 CLEC's End User's activation of Call Trace shall be handled by the **SBC-13STATE** operations centers responsible for handling such requests. **SBC-13STATE** shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.
- 7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.
- 7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify **SBC-13STATE** against any Claim that insufficient information led to inadequate prosecution.
- 7.6.2 **SBC-13STATE** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 7.7 This section applies only to **SBC CALIFORNIA**:
- 7.7.1 Cooperation on Fraud
- 7.7.1.1 Traffic Alert Referral Service
- 7.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order **SBC CALIFORNIA**'s TARS. In providing TARS to CLEC, **SBC CALIFORNIA** notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that **SBC CALIFORNIA** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide **SBC CALIFORNIA** with the correct email

address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **SBC CALIFORNIA** grants to CLEC a non-exclusive right to use the information provided by **SBC CALIFORNIA**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay **SBC CALIFORNIA** a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."

7.7.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. **SBC CALIFORNIA** takes no responsibility, will not investigate, and will make no adjustments to CLEC's account(s) in cases of fraud or any other related End User dispute.

7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **SBC CALIFORNIA** shall not be liable for any damages to CLEC or to any other person or entity for **SBC CALIFORNIA**'s actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold **SBC CALIFORNIA** harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC's use of **SBC CALIFORNIA**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **SBC CALIFORNIA** or its employees.

7.8 This section applies only to **SBC CALIFORNIA**:

7.8.1 **SBC CALIFORNIA** will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, **SBC CALIFORNIA** will provide a recorded announcement of the CLEC name and number and **SBC CALIFORNIA** will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to **SBC CALIFORNIA** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **SBC-13STATE** shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SBC-13STATE** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

8.2.1 **SBC-13STATE** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to **SBC-13STATE** upon request and at no charge.

- 8.2.1.1 The following applies to **SBC MICHIGAN** only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.
- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, **SBC-13STATE** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If **SBC-13STATE**, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."
- 8.5 Should **SBC-13STATE** receive an order from CLEC for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another local service provider for the same End User, CLEC agrees that **SBC-13STATE** may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from **SBC-13STATE**.
- 8.5.1 If **SBC-13STATE** receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **SBC-13STATE** shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from **SBC-13STATE**.
- 8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. **SBC-13STATE** will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number ("WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay **SBC-13STATE** for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC agrees that **SBC-13STATE** may change the per WTN charge, at **SBC-13STATE**'s sole discretion, so long as **SBC-13STATE** provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **SBC-13STATE** grants to CLEC a non-exclusive right to use the LDR information provided by **SBC-13STATE**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.
- 8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.
- 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **SBC-13STATE** for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by **SBC-13STATE**.
- 8.7 **SBC-13STATE** shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for

services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.

8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

- 8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems. Charges for Alternatively Billed Calls shall be paid by CLEC at the rated value of the call less the appropriate State discount.
- 8.9 CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 CLEC shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
- 8.10.1 In the event that CLEC's End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call CLEC and may provide CLEC's contact number.
- 8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 CLEC will provide forecasts to **SBC-13STATE** every January and July using the **SBC-13STATE** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

APPENDIX FOR ACCESS
TO SBC COMMUNICATION INC.'S STRUCTURE
(POLES, CONDUITS, AND RIGHTS OF WAYS)

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APPENDIX FOR ACCESS TO SBC COMMUNICATION INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS OF WAYS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.1.2 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.1.4 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.1.5 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. DEFINITIONS

- 2.1 **Definitions in general.** As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.14 except as the context otherwise requires.
- 2.2 **Conduit.** The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.
- 2.3 **Conduit system.** The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" does not include (a) cables and other telecommunications equipment located within conduit structures or (b)

central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.

- 2.4 **Duct.** The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.5 **Handhole.** The term "handhole" refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term "handhole" refers only to handholes which are part of **SBC-13STATE**'s conduit system and does not refer to handholes which provide access to buried cables not housed within **SBC-13STATE** ducts or conduits. As used in this Appendix, the term "handhole" refers only to handhole structures owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment located within handhole structures.
- 2.6 **Occupancy Permit.** The term "occupancy permit" refers to a written instrument confirming that **SBC-13STATE** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.
- 2.7 **Maintenance Duct.** The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term "maintenance duct" does not include ducts and conduits extending from an **SBC-13STATE** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 2.8 **Make-ready work.** The term "make-ready work" refers to all work performed or to be performed to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party's facilities.
- 2.9 **Manhole.** The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in ducts or conduits which are parts of **SBC-13STATE**'s conduit system. As used in this Appendix, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.
- 2.10 **Other User.** The term "Other User" refers to entities, other than the Attaching Party, with facilities on an **SBC-13STATE** pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include **SBC-13STATE**, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in **SBC-13STATE**'s poles, ducts, conduits or rights-of-ways).
- 2.11 **Overlashing.** The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.
- 2.12 **Pole.** The term "pole" refers to poles (and associated anchors) which are owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment attached to pole structures.
- 2.13 **Rights-of-way.** The term "rights-of-way" refers to **SBC-13STATE** owned or controlled legal rights to pass over or through property of another party and used by **SBC-13STATE** for its telecommunications distribution system. For purposes of this Appendix, "rights-of-way" includes property owned by **SBC-13STATE** and used by **SBC-13STATE** for its telecommunications distribution facilities. Rights-of-way does not include:
 - 2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,
 - 2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or
 - 2.13.3 any space which is owned and controlled by a third-party property owner and occupied by **SBC-13STATE** with permission from such owner rather than as a matter of legal right.

2.14 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF APPENDIX

- 3.1 This Appendix establishes the rates, terms, conditions, and procedures by which **SBC-13STATE** shall provide non-discriminatory access to **SBC-13STATE**'s Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix:
- 3.1.1 **SBC-13STATE**'s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **SBC-13STATE**'s central offices;
 - 3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;
 - 3.1.3 ducts and conduits located within buildings owned by **SBC-13STATE**; and
 - 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **SBC-13STATE** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **SBC-13STATE**'s network distribution operations.
- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.
- 3.3 No Effect on **SBC-13STATE**'s Right to Abandon, Convey or Transfer Structure. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect **SBC-13STATE**'s right to abandon, convey, or transfer to any other person or entity **SBC-13STATE**'s interest in any of **SBC-13STATE**'s Structure. **SBC-13STATE** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

- 4.1 Effective Date. This Appendix shall be effective as of the _____ day of _____, 2004, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection Appendix between the parties, the date of approval by the State Commission of the interconnection Appendix, whichever date first occurs.
- 4.2 Initial Term. Unless sooner terminated as herein provided, the initial term of this Appendix shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Appendix is entered into as a part of an Interconnection Appendix, this Appendix shall terminate upon the termination of the Interconnection Appendix of which this is apart.
- 4.3 Automatic Renewal. Unless sooner terminated as herein provided, this Appendix shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the Interconnection Appendix renews, if a part of the Interconnection Appendix.
- 4.4 Elective Termination. Either party may terminate this Appendix by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given.
- 4.5 Elective Termination by **SBC-13STATE**. Attaching Party shall, within 60 days after the effective date of the elective termination by **SBC-13STATE**, either initiate negotiations for continued access to **SBC-13STATE**'s

poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Appendix.

- 4.6 Effect of Elective Termination. Elective termination of this Appendix by Attaching Party, as permitted under Section 4 of this Appendix, shall not affect Attaching Party's liabilities and obligations incurred under this Appendix prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to **SBC-13STATE** under this Appendix. Elective termination of this Appendix by **SBC-13STATE** shall not affect **SBC-13STATE**'s obligations to afford access to **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way owned or controlled by **SBC-13STATE** as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

5. GENERAL PROVISIONS

- 5.1 Entire Appendix. This Appendix, together with the interconnection Appendix, if any, of which this Appendix is a part, and the Guidelines for Access to **SBC-13STATE** Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and Appendix of the parties.
- 5.2 Prior Agreements Superseded. This Appendix supersedes all prior Agreements and understandings, whether written or oral, between Attaching Party and **SBC-13STATE** relating to the placement and maintenance of Attaching Party's facilities on and within **SBC-13STATE**'s poles, ducts, and conduits within this State.
- 5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Appendix, the terms and conditions of this Appendix shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.
- 5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Appendix, any obligations of either party under provisions of this Appendix relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Appendix which, by their terms, are contemplated to survive (or be performed after) termination of this Appendix, will survive the termination of this Appendix.
- 5.5 Multiple Counterparts. This Appendix may be executed in multiple counterparts.
- 5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Appendix, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.
- 5.7 Force Majeure. Except as otherwise specifically provided in this Appendix, neither party will be liable for any delay or failure in performance of any part of this Appendix caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.
- 5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Appendix as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Appendix shall be administered as if it did not contain the invalid provision.
- 5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Appendix, the validity of this Appendix, the construction and enforcement of its terms, and the interpretation of the rights and duties of

the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.

- 5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Appendix to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.
- 5.11 The parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. DISCLAIMER OF WARRANTIES

- 6.1 **SBC-13STATE** MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SBC-13STATE'S** POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **SBC-13STATE'S** POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

- 7.1 In the event that this Appendix is a part of an Interconnect Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this Appendix.

8. INDEMNIFICATION

- 8.1 Definitions. The term "Claims" as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.
- 8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any Claims arising out of:
- 8.2.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties' interconnection Appendix, if any;
 - 8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;
 - 8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or
 - 8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.
- 8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of **SBC-13STATE's** Structure.
- 8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.

- 8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.
- 8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.
- 8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.
- 8.8 Indemnification for Environmental Claims.
- 8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of
- 8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or
- 8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.
- 8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way.
- 8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any **SBC-13STATE** pole, duct, conduit, or right-of-way.
- 8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.
- 8.9 Miscellaneous Claims. Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, of every kind and character, made, brought, or sought against **SBC-13STATE** by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:
- 8.9.1 Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on **SBC-13STATE** due to the placement or presence of Attaching Party's facilities on or within **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way; or

- 8.9.2 Claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 8.10 Attaching Party's General Indemnity Obligations to **SBC-13STATE**. This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against **SBC-13STATE** pursuant to this Appendix or other provisions in the parties' interconnection Appendix, if any. Except as otherwise expressly provided in this Appendix to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Appendix, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.
- 8.11 **SBC-13STATE**'s General Indemnity Obligations to Attaching Party. This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **SBC-13STATE**'s enforcement of its rights against Attaching Party pursuant to this Appendix or other provisions in the parties' interconnection Agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, **SBC-13STATE** shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with **SBC-13STATE**'s access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, **SBC-13STATE**'s performance of any acts authorized under this Appendix, or the presence or activities of **SBC-13STATE**'s employees or other personnel acting on **SBC-13STATE**'s behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

- 9.1 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.
- 9.2 **SBC-13STATE** Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to **SBC-13STATE** Structure **SBC-13STATE** does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.4 of this Appendix, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to **SBC-13STATE**'s poles or placed in **SBC-13STATE**'s Structure and **SBC-13STATE** shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.4. In no event shall **SBC-13STATE** be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way in any capacity other than as a **SBC-13STATE** employee or person acting on **SBC-13STATE**'s behalf. In no event shall **SBC-13STATE** be

liable to Attaching Party under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on **SBC-13STATE**'s behalf, cable cuts by persons other than **SBC-13STATE**'s employees or persons acting on **SBC-13STATE**'s behalf, or other causes beyond **SBC-13STATE**'s control which occur at sites subject to this Appendix.

- 9.3 Damage to Facilities. Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.
- 9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

10. INSURANCE

- 10.1 At all times in which the Attaching Party has attachments to **SBC-13STATE** poles, or is occupying **SBC-13STATE** conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Appendix.
- 10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.
- 10.1.2 Commercial General Liability insurance with minimum limits of: \$10,000,000 General Aggregate limit; \$5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$10,000,000 Products/Completed Operations Aggregate limit, with a \$5,000,000 each occurrence sub-limit for Products/Completed Operations.
- 10.1.3 Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with coverage extending to all owned, hired and non-owned vehicles.
- 10.2 Attaching Party agrees to name **SBC-13STATE** as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.
- 10.3 **SBC-13STATE** agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to **SBC-13STATE** its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Appendix or the employer's state of hire; and
- 10.3.2 Automobile liability: Attaching Party shall submit to **SBC-13STATE** a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and
- 10.3.3 General liability: Attaching Party must provide evidence acceptable to **SBC-13STATE** that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 10.4 All insurance required in accordance with this section must be in effect before **SBC-13STATE** will issue pole attachment or conduit occupancy permits under this Appendix.

- 10.5 Attaching Party agrees to provide **SBC-13STATE** with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

11. ASSIGNMENT OF RIGHTS

- 11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.
- 11.1.1 **SBC-13STATE** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **SBC-13STATE** or which acquires or succeeds to ownership of substantially all of **SBC-13STATE**'s assets.
- 11.1.2 Overlapping of Attaching Party's facilities on **SBC-13STATE** poles by a third party will be allowed under the following conditions:
- 11.1.2.1 The Overlapping entity must enter into an Appendix with **SBC-13STATE** for access to **SBC-13STATE** Structures and abide by the terms and conditions of such an Occupancy Permit.
- 11.1.2.2 The Overlapping entity must obtain written approval from the Attaching Party and provide a copy to **SBC-13STATE** prior to submitting a request for access to structure.
- 11.1.2.3 The Overlapping party must submit a written request for access to structure, and indicate on the request that the request is for Overlapping of an existing attachment of the Attaching Party.
- 11.1.2.4 The Overlapping entity is responsible for paying the fees for Overlapping in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.
- 11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without **SBC-13STATE**'s consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to **SBC-13STATE** that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Attaching Party under the Agreement, including liability to **SBC-13STATE** for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.
- 11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured **SBC-13STATE**'s prior written consent to the assignment or transfer, if necessary, and given **SBC-13STATE** notice of the assignment or transfer pursuant to Section 11.3.

- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.
- 11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by **SBC-13STATE** in writing, no assignment permitted by **SBC-13STATE** under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. **SBC-13STATE** may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.
- 11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS; REMEDIES FOR BREACHES

- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Appendix and all occupancy permits subject to this Appendix shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to **SBC-13STATE**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **SBC-13STATE**'s Structure shall not materially interfere with or impair service over any facilities of **SBC-13STATE** or any Other User, cause material damage to **SBC-13STATE**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **SBC-13STATE** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **SBC-13STATE** may limit, terminate or refuse access if Attaching Party violates this provision.
- 12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.
- 12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and
 - 12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

- 12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

- 13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

- 14.1 Information Provided by Attaching Party to **SBC-13STATE**. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to **SBC-13STATE** in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **SBC-13STATE** facilities. This article does not limit the use by **SBC-13STATE** of aggregate information relating to the occupancy and use of **SBC-13STATE**'s Structure by firms other than **SBC-13STATE** (that is, information submitted by Attaching Party and aggregated by **SBC-13STATE** in a manner that does not directly or indirectly identify Attaching Party).
- 14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **SBC-13STATE** in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.
- 14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **SBC-13STATE** and persons acting on **SBC-13STATE**'s behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 14.3.1 posting information, as necessary, to **SBC-13STATE**'s outside plant records;
 - 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **SBC-13STATE**'s Structure and any **SBC-13STATE** facilities located on, within, or in the vicinity of such Structure;
 - 14.3.3 performing **SBC-13STATE**'s obligations under this Agreement and similar agreements with third parties;
 - 14.3.4 determining which of **SBC-13STATE**'s Structure are (or may in the future be) available for **SBC-13STATE**'s own use, and making planning, engineering, construction, and budgeting decisions relating to **SBC-13STATE**'s Structure;
 - 14.3.5 preparing cost studies;
 - 14.3.6 responding to regulatory requests for information;
 - 14.3.7 maintaining **SBC-13STATE**'s financial accounting records; and

14.3.8 complying with other legal requirements relating to Structure.

- 14.4 Defense of Claims. In the event of a dispute between **SBC-13STATE** and any person or entity, including Attaching Party, concerning **SBC-13STATE**'s performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, **SBC-13STATE** may utilize confidential or proprietary information submitted by Attaching Party in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:

14.4.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

- 14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding **SBC-13STATE** from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:

14.5.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;

14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or

14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

- 15.1 To the extent **SBC-13STATE** has the authority to do so, **SBC-13STATE** grants Attaching Party a right to use any right-of-way for **SBC-13STATE** poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on **SBC-13STATE**'s poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the **SBC-13STATE** pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by **SBC-13STATE**. **SBC-13STATE** does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.

- 15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.

- 15.3 Access to Rights-of-Way Generally. At locations where **SBC-13STATE** has access to third-party property pursuant to non-exclusive rights-of-way, **SBC-13STATE** shall not interfere with Attaching Party's

negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where **SBC-13STATE** has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, **SBC-13STATE** shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits **SBC-13STATE** to provide such access, and provided further that **SBC-13STATE**'s charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by **SBC-13STATE** to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by **SBC-13STATE** in obtaining the right-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

- 16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.
 - 16.1.1 **SBC CALIFORNIA ONLY**- In addition to the terms and conditions included in this Appendix, **SBC CALIFORNIA** shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.
- 16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:
 - 16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
 - 16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");
 - 16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");
 - 16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,
 - 16.2.5 the **SBC-13STATE** Structure Access Guidelines
- 16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **SBC-13STATE**'s manholes and access to **SBC-13STATE**'s conduit system.
 - 16.3.1 Attaching Party will notify **SBC-13STATE** not less than 5 business days in advance before entering **SBC-13STATE**'s conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.
 - 16.3.2 An authorized employee or representative of **SBC-13STATE** may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within **SBC-13STATE**'s conduit system. Attaching Party shall reimburse **SBC-13STATE** for costs associated with the presence of **SBC-13STATE**'s authorized employee or representative.
 - 16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

- 17.1 **SBC-13STATE** will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of **SBC-13STATE**'s Structure. Upon request, **SBC-13STATE** will meet with the Attaching

- Party to clarify matters relating to maps, records or additional information. **SBC-13STATE** does not warrant the accuracy or completeness of information on any maps or records.
- 17.2 Maps, records or information are and remain the proprietary property of **SBC-13STATE**, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to **SBC-13STATE**'s Structure, and may not be resold, reproduced or disseminated by the Attaching Party.
- 17.3 **SBC-13STATE** will provide information currently available on the **SBC-13STATE**'s maps and/or records regarding:
- 17.3.1 the location of Structure and street addresses for manholes and poles as shown on **SBC-13STATE**'s maps;
 - 17.3.2 the footage between manholes or lateral ducts lengths, as shown on **SBC-13STATE**'s maps;
 - 17.3.3 the footage between poles, if shown on **SBC-13STATE**'s maps;
 - 17.3.4 the total capacity of the Structure
 - 17.3.5 the existing utilization of the Structure.
- 17.4 **SBC-13STATE** will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by **SBC-13STATE**.
- 17.5 **SBC-13STATE** will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

- 18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified **SBC-13STATE** poles or placing facilities within specified **SBC-13STATE** ducts, conduits, or rights-of-way.
- 18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to **SBC-13STATE** the appropriate **SBC-13STATE** request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific **SBC-13STATE** Structure.
- 18.3 Make-Ready Survey. A Make-Ready survey must be completed by **SBC-13STATE** or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable **SBC-13STATE** to
- 18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to **SBC-13STATE** structures;
 - 18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare **SBC-13STATE**'s poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and
 - 18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

- 19.1 Selection of Space. **SBC-13STATE** will select or approve the Attaching Party's selection of the space Applicant will occupy on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit systems. Maintenance ducts shall not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by **SBC-13STATE**, Attaching Party, and other parties entitled to access under applicable law.

19.2 Pole, Duct, and Conduit Space Assignments.

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **SBC-13STATE**, the pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 **SBC CALIFORNIA**: The pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in **SBC CALIFORNIA** only as detailed by the California Public Utility Commission.

19.2.3 **SBC-13STATE** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **SBC-13STATE** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **SBC-13STATE** record if **SBC-13STATE** has not occupied such assigned space within such 12 month period.

19.2.4 **SBC CALIFORNIA**: Space assignment is 9 months in California.

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

20. **ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)**

20.1 Response Within 45 Days. Within 45 days of Attaching Party's submission of a request for access to **SBC-13STATE** Structure, **SBC-13STATE** shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied. If denial of access is proposed, **SBC-13STATE** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. **SBC-13STATE** will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

20.2 If access is granted the response will further advise Attaching Party in writing of:

20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare **SBC-13STATE**'s Structure, and

20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.

20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either

20.3.1 submit payment for the estimate authorizing **SBC-13STATE** or its contractor to complete the make-ready work; or

20.3.2 advise **SBC-13STATE** of its willingness to perform the proposed make-ready work itself if permissible in the application area.

20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with **SBC-13STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **SBC-13STATE** or **SBC-13STATE**'s contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **SBC-13STATE**'s Structures or interferes with any existing use of **SBC-13STATE**'s facilities or the facilities of any Other User.

20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment

- or placement of Attaching Party's facilities to or in **SBC-13STATE**'s poles, ducts, conduits and rights of ways.
- 20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to **SBC-13STATE** for the use of such additional capacity. If **SBC-13STATE** utilizes additional space or capacity created at Attaching Party's expense, **SBC-13STATE** will reimburse Attaching Party on a pro-rata basis for **SBC-13STATE**'s share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. **SBC-13STATE** will notify the Attaching Party if any entity, including **SBC-13STATE**, attaches facilities to additional capacity on **SBC-13STATE**'s Structure created at the Attaching Party's expense. **SBC-13STATE** shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.
- 20.7 If Attaching Party utilizes space or capacity on any **SBC-13STATE** Structure created at **SBC-13STATE**'s expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of **SBC-13STATE**'s capacity creation costs.
- 20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, **SBC-13STATE** will issue an occupancy permit confirming that Attaching Party may attach specified facilities to **SBC-13STATE**'s Structure.
- 20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by **SBC-13STATE** or Other User.
- ***SBC CALIFORNIA** only: Space assignment shall not exceed nine (9) months in California.
- 20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by **SBC-13STATE** to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to **SBC-13STATE**'s poles and the placement of such facilities in **SBC-13STATE**'s ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SBC-13STATE** with a construction schedule and thereafter keep **SBC-13STATE** informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within **SBC-13STATE**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.
- 22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by **SBC-13STATE**. A person or entity using the maintenance duct for

non-emergency maintenance or repair activities shall immediately notify **SBC-13STATE** of such use and must either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 23.1 Notification of Planned Modifications. Attaching Party shall notify **SBC-13STATE** in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a **SBC-13STATE** Structure. The notice shall contain sufficient information to enable **SBC-13STATE** to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.
- 23.2 Replacement of Facilities and Overlapping Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same **SBC-13STATE** Structure, and may overlap additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

- 24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with **SBC-13STATE** and other users in making rearrangements to **SBC-13STATE** Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 24.2 Whenever feasible, **SBC-13STATE** shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, **SBC-13STATE** will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.
- 25.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- 25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify **SBC-13STATE** within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the **SBC-13STATE** conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.

- 25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.
- 25.2 Designation of Emergency Repair Coordinators and Other Information. For each **SBC-13STATE** construction district, Attaching Party shall provide **SBC-13STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify **SBC-13STATE** of changes to such information.
- 25.3 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, **SBC-13STATE**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.
- 25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.
- 25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
- 25.3.3 **SBC-13STATE** shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by **SBC-13STATE** on a nondiscriminatory basis in accordance with the principles set forth in this section.
- 25.4 Emergency Pole Replacements.
- 25.4.1 When emergency pole replacements are required, **SBC-13STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
- 25.4.2 If notified by **SBC-13STATE** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **SBC-13STATE** replacement pole, the transfer shall be in accordance with **SBC-13STATE**'s placement instructions.
- 25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **SBC-13STATE** and thereby authorize **SBC-13STATE** (or any Other User sharing the pole with **SBC-13STATE**) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.
- 25.5 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.
- 25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse **SBC-13STATE** for the costs incurred by **SBC-13STATE** for work performed by **SBC-13STATE** on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES

- 26.1 Post-Construction Inspections. **SBC-13STATE** will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to **SBC-13STATE**'s Structures for the purpose of determining the conformance of the attachments to the occupancy permit. **SBC-13STATE** will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany **SBC-13STATE** on the post-construction inspection.
- 26.2 Right to Make Periodic or Spot Inspections. **SBC-13STATE** shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to **SBC-13STATE**'s Structure. These inspections will not be made more often than once every 2 years unless in **SBC-13STATE**'s judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.
- 26.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, **SBC-13STATE** may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.
- 26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to **SBC-13STATE**'s Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to **SBC-13STATE** and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in **SBC-13STATE**'s Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.
- 27.2 Removal of Untagged Facilities. **SBC-13STATE** may, without notice to any person or entity, remove from **SBC-13STATE**'s poles or any part of **SBC-13STATE**'s conduit system the Attaching Party's facilities, if **SBC-13STATE** determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit system.
- 27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to **SBC-13STATE**'s poles or anchors or within any part of **SBC-13STATE**'s conduit system, **SBC-13STATE**, without prejudice to other rights or remedies available to **SBC-13STATE** under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Appendix.
- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Appendix, Attaching Party shall acknowledge receipt of the notice and submit to **SBC-13STATE**, in writing, an application for a new or amended occupancy permit with respect to such facilities.
- 27.5 Approval of Request and Retroactive Charges. If **SBC-13STATE** approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to **SBC-13STATE** for all fees and

charges associated with the unauthorized attachments as specified in Section 27.6 of this Appendix. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by **SBC-13STATE** of any of its rights or privileges under this Appendix or otherwise.

- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from **SBC-13STATE**'s poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable **SBC-13STATE** licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by **SBC-13STATE** of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at **SBC-13STATE**'s request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to **SBC-13STATE** or another Other User, and shall pay **SBC-13STATE** for all costs incurred by **SBC-13STATE** in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 27.7 **Removal of Unauthorized Attachments.** If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, **SBC-13STATE** shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, **SBC-13STATE** may, at **SBC-13STATE**'s option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 **No Ratification of Unpermitted Attachments or Unauthorized Use of SBC-13STATE's Facilities.** No act or failure to act by **SBC-13STATE** with regard to any unauthorized attachment or occupancy or unauthorized use of **SBC-13STATE**'s Structure shall be deemed to constitute a ratification by **SBC-13STATE** of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

- 28.1 When Applicant no longer intends to occupy space on a **SBC-13STATE** pole or in a **SBC-13STATE** duct or conduit, Applicant will provide written notification to **SBC-13STATE** that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.
- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from **SBC-13STATE**'s Structure.
- 28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to **SBC-13STATE**'s manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from **SBC-13STATE**'s Structure.
- 28.2 At **SBC-13STATE**'s request, Attaching Party shall remove from **SBC-13STATE**'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **SBC-13STATE** that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in **SBC-13STATE**'s Structure.

- 28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from **SBC-13STATE**'s Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.
- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in **SBC-13STATE**'s Structure would cause a forfeiture of the rights of **SBC-13STATE** to occupy the property where such Structure is located, **SBC-13STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. **SBC-13STATE** will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of **SBC-13STATE**'s rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by **SBC-13STATE**; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from **SBC-13STATE**'s Structure in accordance with the provisions of Sections 28.1-28.6 of this Appendix, **SBC-13STATE** may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **SBC-13STATE** shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.
- 28.7 Removal of Facilities by **SBC-13STATE**. If **SBC-13STATE** removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse **SBC-13STATE** for **SBC-13STATE**'s costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

- 29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.
- 29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, **SBC-13STATE** shall have the right to change the rates, charges and fees outlined in this Appendix. **SBC-13STATE** will provide the Attaching Party 60 days written notice, advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

- 30.1 Bond May Be Required. **SBC-13STATE** may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.
- 30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to **SBC-13STATE** adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing **SBC-13STATE** 60 days written notice.

- 30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Appendix. In the event any lien, claim or demand is made on **SBC-13STATE** by any such employee, contractor, subcontractor, mechanic, material man, or other person or entity providing such materials or performing such work, **SBC-13STATE** may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching Party execute payment or performance bonds, or provide such other security, as **SBC-13STATE** may deem reasonable or necessary to protect **SBC-13STATE** from any such lien, claim or demand.

31. NOTICES

- 31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.
- 31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.
- 31.1.2 Such notice may be mailed to the party's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.
- 31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

NOTICE CONTACT	ATTACHING PARTY	SBC-13STATE CONTACT
NAME/TITLE	David Aronow, President	Contract Management ATTN: Notices Manager
STREET ADDRESS	44 Wall Street, 6 th floor	311 S. Akard, 9 th Floor Four SBC Plaza
CITY/STATE/ZIP CODE	New York, NY 10005	Dallas, TX 75202-5398
FACSIMILE NUMBER	212-635-5074	214-464-2006

- 31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

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APPENDIX LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

- 1.1 This Appendix Lawful UNES sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) will furnish CLEC with access to lawful unbundled network elements as specifically defined in this Appendix Lawful UNES for the provision by CLEC of a Telecommunications Service ((Act, Section 251(c)(3)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.

- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned ILEC doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. TERMS AND CONDITIONS

- 2.1 **Lawful UNEs and Declassification.** This Agreement sets forth the terms and conditions pursuant to which **SBC-13STATE** will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in **SBC-13STATE**'s incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, **SBC-13STATE** shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, and may decline to provide UNEs to the extent that provision of the UNE(s) is not required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. UNEs that **SBC-13STATE** is required to provide pursuant to Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders shall be referred to in this Agreement as "Lawful UNEs."

- 2.1.1 A network element, including a network element referred to as a Lawful UNE under this Agreement, will cease to be a Lawful UNE under this Agreement if it is no longer required by Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. Without limitation, a Lawful UNE that has ceased to be a Lawful UNE may also be referred to as “**Declassified**.”
- 2.1.2 Without limitation, a network element, including a network element referred to as a Lawful UNE under this Agreement is Declassified upon or by (a) the issuance of a legally effective finding by a court or regulatory agency acting within its lawful authority that requesting Telecommunications Carriers are not impaired without access to a particular network element on an unbundled basis; or (b) the issuance of any valid law, order or rule by the Congress, FCC or a judicial body stating that an incumbent LEC is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the network element on an unbundled basis under Section 251(c)(3). By way of example only, a network element can cease to be a Lawful UNE or be Declassified generally, or on an element-specific, route-specific or geographically-specific basis or on a class of elements basis. Under any scenario, Section 2.5 “Transition Procedure” shall apply.
- 2.1.3 It is the Parties’ intent that only Lawful UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require Lawful UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be “Lawful,” the reference shall be deemed to be a reference to Lawful UNE(s) or Lawful unbundling, as defined in this Section 2.1. If an element is not required to be provided under this Appendix Lawful UNE and/or not described in this Appendix Lawful UNE, it is the Parties’ intent that the element is not available under this Agreement, notwithstanding any reference to the element elsewhere in the Agreement, including in any other Appendix, Schedule or in the Pricing Appendix.
- 2.1.4 By way of example only, if terms and conditions of this Agreement state that **SBC-13STATE** is required to provide a Lawful UNE or Lawful UNE combination, and that Lawful UNE or the involved Lawful UNE (if a combination) is Declassified or otherwise no longer constitutes a Lawful UNE, then **SBC-13STATE** shall not be obligated to provide the item under this Agreement as an unbundled network element, whether alone or in combination with or as part of any other arrangement under the Agreement.
- 2.2 Nothing contained in the Agreement shall be deemed to constitute consent by **SBC-13STATE** that any item identified in this Agreement as a UNE, network element or Lawful UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders, that **SBC-13STATE** is required to provide to CLEC alone, or in combination with other network elements or UNEs (Lawful or otherwise), or commingled with other network elements, UNEs (Lawful or otherwise) or other services or facilities.
- 2.3 The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving **SBC-13STATE** network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.
- 2.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an unbundled network element or Lawful UNE in this Agreement is Declassified or is otherwise no longer a Lawful UNE, then the Transition Procedure defined in Section 2.5, below, shall govern.
- 2.5 Transition Procedure for Elements that are Declassified during the Term of the Agreement.
- 2.5.1 The procedure set forth in Section 2.5.2 does not apply to the Declassification events described in Sections 8.3.4.4.1 (DS1 Loop “Caps”), 8.3.5.4.1 (DS3 Loop “Caps”), 8.4.1 (Declassification

Procedure – DS1 Loops), 8.4.2 (Declassification Procedure – DS3 Loops), 13.3.5 (DS3 Transport “Caps”), 13.3.6 (DS1 Transport “Caps”), 13.5.2 (DS1 Transport Declassification) and 13.5.3 (DS3 Transport Declassification), which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable “caps” are met, or where Declassification occurs because wire centers/routes meet the criteria set forth in the FCC’s TRO Remand Order.

2.5.2 **SBC-13STATE** shall only be obligated to provide Lawful UNEs under this Agreement. To the extent an element described as a Lawful UNE or an unbundled network element in this Agreement is Declassified or is otherwise no longer a Lawful UNE, such element is no longer required to be provided under this Agreement and CLEC shall cease ordering such element(s) under this Agreement, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. Accordingly, in the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a Lawful UNE, **SBC-13STATE** will provide written notice to CLEC of the Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, **SBC-13STATE** agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a Lawful UNE in the **SBC-13STATE** notice letter referenced in this Section 2.5. **SBC-13STATE** reserves the right to audit the CLEC orders transmitted to **SBC-13STATE** and to the extent that the CLEC has processed orders and such orders are provisioned after this 30-day transitional period, such elements are still subject to this Section 2.5, including the options set forth in (a) and (b) below, and **SBC-13STATE**’s rights of discontinuance or conversion in the event the options are not accomplished. During such 30-day transitional period, the following options are available to CLEC with regard to the element(s) identified in the **SBC-13STATE** notice, including the combination or other arrangement in which the element(s) were previously provided:

- (a) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or
- (b) **SBC-13STATE** and CLEC may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.

Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a) above, and if CLEC and **SBC-13STATE** have failed to reach agreement, under (b) above, as to a substitute service arrangement or element, then **SBC-13STATE** may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.

2.5.3 The provisions set forth in this Section 2.5 “Transition Period” are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 2.5 “Transition Period” to be implemented or effective as provided above. Further, Section 2.5 “Transition Period” governs the situation where an unbundled network element or Lawful UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement may already include an intervening law, change in law or other substantively similar provision. The rights and obligations set forth in Section 2.5, above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

2.5.4 Notwithstanding anything in this Agreement or in any Amendment, **SBC-13STATE** shall have no obligation to provide, and CLEC is not entitled to obtain (or continue with) access to any network

element on an unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other UNES or otherwise, once such network element has been or is Declassified or is otherwise no longer a Lawful UNE. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving **SBC-13STATE** network elements that do not constitute Lawful UNES, or where Lawful UNES are not requested for permissible purposes.

- 2.6 **SBC-13STATE** will provide access to Lawful UNES for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(3).
- 2.7 **SBC-13STATE** will provide CLEC nondiscriminatory access to Lawful UNES (Act, Section 251(c)(3), Act, 47 CFR § 51.307(a)):
 - 2.7.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));
 - 2.7.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));
 - 2.7.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that Lawful UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c));
 - 2.7.4 In a manner that allows access to the facility or functionality of a requested Lawful UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));
 - 2.7.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to Lawful UNES (47 CFR § 51.307(e));
 - 2.7.6 Except as provided in this Appendix, without imposing limitations, restrictions, or requirements on requests for, or the use of, Lawful UNES for the service CLEC seeks to offer (47 CFR § 51.309(a));
 - 2.7.7 Where applicable, terms and conditions of access to Lawful UNES shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR § 51.313(b));
 - 2.7.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251(d)(2));
 - 2.7.9 Except upon request of CLEC, **SBC-13STATE** shall not separate CLEC-requested Lawful UNES that are currently combined. (47 CFR § 51.315(b)) **SBC-13STATE** is not prohibited from or otherwise limited in separating any Lawful UNES not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a Lawful UNE(s) or other **SBC-13STATE** offering(s).
- 2.8 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of a Lawful UNE facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of such a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.9 **SBC-13STATE** will maintain, repair, or replace Lawful UNES (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.10 To the extent technically feasible, the quality of the Lawful UNE and access to such Lawful UNE shall be at least equal to what **SBC-13STATE** provides other telecommunications carriers requesting access to the Lawful UNE (47 CFR § 51.311(a), (b)).
- 2.11 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.12 Lawful UNES provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.

2.13 Performance of Lawful UNEs

- 2.13.1 Each Lawful UNE will be provided in accordance with **SBC-13STATE** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC-13STATE** at its sole discretion.
- 2.13.2 Nothing in this Appendix shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules maybe amended from time to time (the "Network Disclosure Rules"). SBC-13STATE will not discontinue any Lawful UNE that SBC-13STATE is required to provide to CLEC under this Agreement unless and until: (i) SBC-13STATE provides requisite notice of the planned network change and/or modification in accordance with the Network Disclosure Rules (when applicable) and no objection is made to SBC-13STATE's proposed network modification(s) and/or change(s) or any objection(s) is denied or deemed denied under such Rules; or (ii) if and when applicable, following SBC-13STATE's exercise of its rights under applicable law and/or this Agreement including, without limitation, the intervening law/change in law provisions in this Agreement; or (iii) to the extent otherwise permitted in this Agreement.
- 2.13.3 **SBC-13STATE** may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for Lawful UNEs from affected wire center(s) may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension **SBC-13STATE** places on itself for orders from its End Users and other CLEC customers.
- 2.13.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations, or procedure of **SBC-13STATE**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.14 Conditions for Access to Lawful UNEs

- 2.14.1 In order to access and use Lawful UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3), and must use the Lawful UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Together, these conditions are the "Statutory Conditions" for access to Lawful UNEs. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify **SBC-13STATE** immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify **SBC-13STATE** shall constitute material breach of this Agreement.
- 2.14.1.1 By way of example, use of a Lawful UNE (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a Lawful UNE pursuant to the Statutory Conditions.
- 2.14.1.2 By way of further example, CLEC may not access Lawful UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).
- 2.14.2 Other conditions to accessing and using any Lawful UNE (whether on a stand-alone basis, in combination with other Lawful UNEs, with a network element possessed by CLEC, or otherwise) may be applicable under lawful and effective FCC rules and associated lawful and effective FCC and judicial orders and will also apply.

2.15 New Combinations Involving Lawful UNEs

- 2.15.1 Subject to the provisions hereof and upon CLEC request, **SBC-13STATE** shall meet its combining obligations involving Lawful UNEs as and to the extent required by FCC rules and orders, and

Verizon Comm. Inc. v. FCC, 535 U.S. 467(May 13, 2002) (“*Verizon Comm. Inc.*”) and, to the extent not inconsistent therewith, the rules and orders of relevant state Commission and any other Applicable Law.

- 2.15.1.1 Any combining obligation is limited solely to combining of Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that **SBC-13STATE** might offer pursuant to Section 271 of the Act.
- 2.15.2 In the event that **SBC-13STATE** denies a request to perform the functions necessary to combine Lawful UNEs or to perform the functions necessary to combine Lawful UNEs with elements possessed by CLEC, **SBC-13STATE** shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, **SBC-13STATE** shall have the burden to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.* and the Agreement, including Section 2.15 of this Appendix.
- 2.15.3 In accordance with and subject to the provisions of this Section 2.15, including Section 2.15.3.2 and 2.15.5, the new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations attached and incorporated into this Appendix shall be made available to CLEC as specified in the specific Schedule for a particular State.
 - 2.15.3.1 The Parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as **SBC-13STATE** being required to perform the functions necessary to combine Lawful UNEs and to combine Lawful UNEs with elements possessed by a requesting Telecommunications Carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the time this Appendix was agreed-to by the Parties, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, **SBC-13STATE** is willing to perform the actions necessary to also complete the actual physical combination for those new Lawful UNE combinations, if any, set forth in the Schedule(s) – Lawful UNE Combinations to this Appendix, subject to the following:
 - 2.15.3.1.1 Section 2.15, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-13STATE** from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by **SBC-13STATE**. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect **SBC-13STATE** from taking any position with respect to combinations including Lawful UNEs or any issue or subject addressed or related thereto.
 - 2.15.3.1.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC’s combining obligations, **SBC-13STATE** shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.15.3.1.2 shall apply in accordance with its terms, regardless of change in law, intervening law or other similarly purposed provision of the Agreement and, concomitantly, the first sentence of this Section 2.15.3.1.2

shall not affect the applicability of any such provisions in situations not covered by that first sentence.

- 2.15.3.1.3 Without affecting the application of Section 2.15.3.1.2 (which shall apply in accordance with its provisions), upon notice by **SBC-13STATE**, the Parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine Lawful UNES and combine Lawful UNES with elements possessed by a requesting Telecommunications Carrier, and to eliminate any **SBC-13STATE** obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine Lawful UNES and combine Lawful UNES with elements possessed by a requesting Telecommunications Carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.15.3.2 A new Lawful UNE combination, if any, listed on a Schedule –Lawful UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new Lawful UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 2.15.3.3 For a new Lawful UNE combination, if any, listed on a Schedule – Lawful UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.
- 2.15.3.4 Upon notice by **SBC-13STATE**, the Parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by **SBC-13STATE** in providing the new Lawful UNE combinations, if any, set forth in Schedule(s) – Lawful UNE Combinations, which work is not covered by the charges applicable per Section 2.16.3.3. For any such work done by **SBC-13STATE** under Section 2.16.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by **SBC-13STATE**, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.15.4 In accordance with and subject to the provisions of this Section 2.15, any request not included in Section 2.15.3 in which CLEC wants **SBC-13STATE** to perform the functions necessary to combine Lawful UNES or to perform the functions necessary to combine Lawful UNES with elements possessed by CLEC (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 2.15.4.1 In any such BFR, CLEC must designate among other things the Lawful UNE(s) sought to be combined and the needed location(s), the order in which the Lawful UNES and any CLEC elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an **SBC-13STATE** Lawful UNE and the lawful network element(s) possessed by CLEC.

- 2.15.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work done by **SBC-13STATE** under Section 2.15.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. **SBC-13STATE**'s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by Section 2.15.1, CLEC shall be charged a market-based rate for any such work.
- 2.15.5 Without affecting the other provisions hereof, the Lawful UNE combining obligations referenced in this Section 2.15 apply only in situations where each of the following is met:
- 2.15.5.1 it is technically feasible, including that network reliability and security would not be impaired;
- 2.15.5.2 **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would not be impaired;
- 2.15.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;
- 2.15.5.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with **SBC-13STATE**'s network; and
- 2.15.5.5 CLEC is
- 2.15.5.5.1 unable to make the combination itself; or
- 2.15.5.5.2 a new entrant and is unaware that it needs to combine certain Lawful UNEs to provide a Telecommunications Service, but such obligation under this Section 2.15.5.5 ceases if **SBC-13STATE** informs CLEC of such need to combine.
- 2.15.6 For purposes of Section 2.15.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the Lawful UNE(s) sought to be combined are available to CLEC, including without limitation:
- 2.15.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement, or has established one of the UNE connection Methods described in Section 3;
- 2.15.6.2 for **SBC CALIFORNIA** only, within an adjacent location arrangement, if and as permitted by this Agreement.
- 2.15.7 Section 2.15.5.5 shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 2.15.5.5 with respect to any request for a combination involving Lawful UNEs.
- 2.16 **Conversion of Wholesale Services to Lawful UNEs**
- 2.16.1 Upon request, **SBC-13STATE** shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, that is available to CLEC under terms and conditions set forth in this Appendix, so long as the CLEC and the wholesale service, or group of wholesale services, and the Lawful UNEs, or combination of Lawful UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.)
- 2.16.2 Where processes for the conversion requested pursuant to this Appendix are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.16.3 Except as agreed to by the Parties or otherwise provided hereunder, **SBC-13STATE** shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion from a wholesale service or group of wholesale services and a UNE or combination of UNEs. **SBC-13STATE** may charge applicable service order charges and record change charges.

- 2.16.4 This Section 2.16 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of Lawful UNEs offered or otherwise provided for in this Appendix.
- 2.16.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, CLEC shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a Lawful UNE or combination of Lawful UNEs, or Commingled Arrangement (as defined herein), **SBC-13STATE** may convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.
- 2.16.5.1 This Section 2.16.5 applies to any Lawful UNE or combination of Lawful UNEs, including whether or not such Lawful UNE or combination of Lawful UNEs had been previously converted from an **SBC-13STATE** service.
- 2.16.5.2 **SBC-13STATE** may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.
- 2.16.6 In requesting a conversion of an **SBC-13STATE** service, CLEC must follow the guidelines and ordering requirements provided by **SBC-13STATE** that are applicable to converting the particular **SBC-13STATE** service sought to be converted.
- 2.16.7 Nothing contained in this Appendix or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects **SBC-13STATE**'s ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.
- 2.17 Commingling
- 2.17.1 "Commingling" means the connecting, attaching, or otherwise linking of a Lawful UNE, or a combination of Lawful UNEs, to one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE**, or the combining of a Lawful UNE, or a combination of Lawful UNEs, with one or more such facilities or services. "Commingling" means the act of commingling.
- 2.17.1.1 "Commingled Arrangement" means the arrangement created by Commingling.
- 2.17.1.2 Neither Commingling nor a Commingled Arrangement shall include, involve, or otherwise encompass an **SBC-12STATE** offering pursuant to 47 U.S.C. § 271 that is not a Lawful UNE under 47 U.S.C. § 251(c)(3).
- 2.17.1.3 Commingling is not permitted, nor is **SBC-13STATE** required to perform the functions necessary to Commingling, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network; or (iii) would place **SBC-13STATE** at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with **SBC-13STATE**'s network.
- 2.17.1.4 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.17.1.5 Any commingling obligation is limited solely to commingling of one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** with Lawful UNEs; accordingly, no other facilities, services or functionalities are subject to commingling, including but not limited to facilities, services or functionalities that **SBC-12STATE** might offer pursuant to Section 271 of the Act.

- 2.17.2 Except as provided in Section 2 and, further, subject to the other provisions of this Agreement, **SBC-13STATE** shall permit CLEC to Commingle a Lawful UNE or a combination of Lawful UNES with facilities or services obtained at wholesale from **SBC-13STATE** to the extent required by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders.
- 2.17.3 Upon request, and subject to this Section 2, **SBC-13STATE** shall perform the functions necessary to Commingle a Lawful UNE or a combination of Lawful UNES with one or more facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual Commingling), except that **SBC-13STATE** shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 2.17.1.3 applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, **SBC-13STATE**'s obligation to commingle ceases if **SBC-13STATE** informs CLEC of such need to Commingle.
- 2.17.3.1 For purposes of Section 2.17.3 and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the Lawful UNE(s), Lawful UNE combination, and facilities or services obtained at wholesale from **SBC-13STATE** are available to CLEC, including without limitation:
- 2.17.3.1.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
- 2.17.3.1.2 for **SBC CALIFORNIA** only, within an adjacent location arrangement, if and as permitted by this Agreement.
- 2.17.3.2 Section 2.17.3(ii) shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 2.17.3(ii) with respect to any request for Commingling.
- 2.17.4 In accordance with and subject to the provisions of this Section 2.17, any request by CLEC for **SBC-13STATE** to perform the functions necessary to Commingle (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual Commingling), shall be made by CLEC in accordance with this Agreement.
- 2.17.4.1 **SBC-13STATE** is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC Online." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time.
- 2.17.4.2 Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the Lawful UNE(s), combination of Lawful UNES, and the facilities or services that CLEC has obtained at wholesale from **SBC-13STATE** sought to be Commingled and the needed location(s), the order in which such Lawful UNES, such combinations of Lawful UNES, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.
- 2.17.4.3 In addition to any other applicable charges, CLEC shall be charged a reasonable fee for any Commingling work done by **SBC-13STATE** under this Section 2.17 (including performing the actual Commingling). Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. **SBC-13STATE**'s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by this Section 2.17.4, CLEC shall be charged a market-based rate for any such work.

- 2.17.5 **SBC-13STATE** shall not be required to, and shall not, provide “ratcheting” as a result of Commingling or a Commingled Arrangement. As a general matter, “ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. **SBC-13STATE** shall charge the rates for Lawful UNEs (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis, and such facilities and services on a facility-by-facility, service-by-service basis.
- 2.17.6 Nothing in this Agreement shall impose any obligation on **SBC-13STATE** to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, as determined by lawful and effective FCC rules and associated lawful and effective FCC and judicial orders. The preceding includes without limitation that **SBC-13STATE** shall not be obligated to Commingle network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes. If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Lawful UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.
- 2.17.7 In the event that Commingling also involves **SBC-13STATE** performing the functions necessary to combine Lawful UNEs (e.g., make a new combination of Lawful UNEs), including making the actual Lawful UNE combination, then Section 2.16 shall govern with respect to that Lawful UNE combining aspect of that particular Commingling and/or Commingled Arrangement.
- 2.17.8 Subject to this 2.17, **SBC-13STATE** shall not deny access to a Lawful UNE or a combination of Lawful UNEs on the grounds that one or more of the Lawful UNEs is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from **SBC-13STATE**.
- 2.17.9 Commingling in its entirety (including its definition, the ability of CLEC to Commingle, **SBC-12STATE**’s obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass **SBC-12STATE** offerings pursuant to 47 U.S.C. § 271 that are not Lawful UNEs under 47 U.S.C. § 251(c)(3).
- 2.18 Mandatory Eligibility Criteria for Access to Certain Lawful UNEs
- 2.18.1 Except as provided below in this Section 2.18 or elsewhere in the Agreement and subject to this Section and Section 2.16, Conversion of Wholesale Services to UNEs, of this Appendix, **SBC-13STATE** shall provide access to UNEs and combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.
- 2.18.1.1 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.18.2 **SBC-13STATE** is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the “Included Arrangements”), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

- 2.18.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.
- 2.18.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
 - 2.18.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an **SBC-13STATE** local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and
 - 2.18.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and
 - 2.18.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
 - 2.18.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE; and
 - 2.18.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix Lawful UNE; and
 - 2.18.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.18.4 of this Appendix; and
 - 2.18.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.

By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, **SBC-13STATE** shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a conversion of an existing service/circuit) that does not terminate to a collocation arrangement that meets the requirements of Section 2.18.3 of this Appendix Lawful UNE. Section 2.18.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without limitation, to any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.18.2 is also included or otherwise used in that arrangement (whether as part of a UNE combination, Commingled Arrangement, or otherwise), and irrespective of the placement or sequence of them.

- 2.18.3 A collocation arrangement meets the requirements of Section 2.18 of this Appendix Lawful UNE if it is:
- 2.18.3.1 Established pursuant to Section 251(c)(6) of the Act and located at **SBC-13STATE**'s premises within the same LATA as the End User's premises, when **SBC-13STATE** is not the collocator; or
 - 2.18.3.2 Located at a third party's premises within the same LATA as the End User's premises, when **SBC-13STATE** is the collocator.
- 2.18.4 An interconnection trunk meets the requirements of Sections 2.18.2.2.5 and 2.18.2.2.6 of this Appendix Lawful UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.
- 2.18.5 For a new circuit to which Section 2.18.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.18.2.2.1 and Section 2.18.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.18.2.2.1 and/or Section 2.18.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after **SBC-13STATE** provisions such new circuit. CLEC must provide **SBC-13STATE** with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.
- 2.18.5.1 Section 2.18.5 does not apply to existing circuits to which Section 2.18.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.18.2.2.1 and Section 2.18.2.2.3 requirements for existing circuits at the time it initiates the ordering process).
- 2.18.6 CLEC must provide the certification required by Section 2.18 on a form provided by **SBC-13STATE**, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.
- 2.18.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with **SBC-13STATE**.
- 2.18.7 In addition to any other audit rights provided for this Agreement and those allowed by law, **SBC-13STATE** may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.18. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon **SBC-13STATE**'s written notice that an audit will be performed for that State, subject to Section 2.18.7.4 of this Section.
- 2.18.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.
 - 2.18.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.18.
 - 2.18.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.
 - 2.18.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 2.18, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar

wholesale service, or group of wholesale services, (and **SBC-13STATE** may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to **SBC-13STATE**. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.18 for that UNE, arrangement, or circuit, as the case may be. Also, the “annual basis” calculation and application shall be immediately reset, e.g., **SBC-13STATE** shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

2.18.7.4.1 To the extent that the independent auditor’s report concludes that CLEC failed to comply in all material respects with this Section 2.18, CLEC must reimburse **SBC-13STATE** for the cost of the independent auditor and for **SBC-13STATE**’s costs in the same manner and using the same methodology and rates that **SBC-13STATE** is required to pay CLEC’s costs under Section 2.18.7.4.2.

2.18.7.4.2 To the extent the independent auditor’s report concludes that the CLEC complied in all material respects with this Section 2.18, **SBC-13STATE** must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor’s inquiries, meeting for interviews, etc.).

2.18.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.

2.18.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.18 in all cases and, further, the failure of **SBC-13STATE** to require such compliance, including if **SBC-13STATE** provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.18, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

- 2.19 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, **SBC-13STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.
- 2.20 **SBC-13STATE** will combine Lawful UNES, combine Lawful UNE(s) with network elements possessed by CLEC, and/or Commingle only as set forth in this Appendix Lawful UNES.
- 2.21 The Parties intend that this Appendix Lawful UNES contains the sole and exclusive terms and conditions by which CLEC will obtain Lawful UNES from **SBC-13STATE**. Accordingly, except as may be specifically permitted by this Appendix Lawful UNES, and then only to the extent permitted, CLEC and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNES (Lawful or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any **SBC-13STATE** tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to enforce the foregoing (including if **SBC-13STATE** fails to reject or otherwise block orders for, or provides or continues to provide, unbundled network elements, Lawful or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, **SBC-13STATE** may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, **SBC-**

13STATE may process any such order as being submitted under this Appendix Lawful UNEs and, further, may convert any element provided under tariff, to this Appendix Lawful UNEs, effective as of the later in time of the (i) Effective Date of this Agreement/Amendment, or (ii) the submission of the order by CLEC.

3. ACCESS TO LAWFUL UNE CONNECTION METHODS

- 3.1 Subject to Section 2 of this Appendix Lawful UNEs, **SBC-13STATE** shall provide Access to Lawful UNE Connection Methods under the following terms and conditions.
- 3.2 This Section describes the connection methods under which **SBC-13STATE** agrees to provide CLECs with access to Lawful UNEs under this Appendix Lawful UNEs and the conditions under which **SBC-13STATE** makes these methods available. These methods provide CLEC access to multiple **SBC-13STATE** Lawful UNEs that the CLEC may then combine. The methods listed below provide CLEC with access to Lawful UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
 - 3.2.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine Lawful UNE Local Loops within a requested **SBC-13STATE** Central Office.
 - 3.2.1.1 (Method 1)

SBC-13STATE will extend **SBC-13STATE** Lawful UNEs requiring cross connection to the CLEC's Physical or Virtual Collocation Point of Termination (POT) when the CLEC is Physically Collocated, e.g. in a caged, cageless or shared cage arrangement or Virtually Collocated, within the same Central Office where the Lawful UNEs which are to be combined are located. For Collocation terms and conditions refer to the Physical and Virtual Collocation Appendices.
 - 3.2.1.2 (Method 2)

SBC-13STATE will extend **SBC-13STATE** Lawful UNEs that require cross connection to the CLEC's Lawful UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the Lawful UNEs which are to be combined are located.
 - 3.2.1.3 (Method 3)

SBC-13STATE will extend **SBC-13STATE** Lawful UNEs to the CLEC's Lawful UNE frame that is located outside the **SBC-13STATE** Central Office where the Lawful UNEs are to be combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property.
- 3.3 The following terms and conditions apply to Methods 2 and 3 when **SBC-13STATE** provides access to Lawful UNEs pursuant to Sections 3.2.1. 2 and 3.2.1.3:
 - 3.3.1 The CLEC may cancel the request at any time, but will pay **SBC-13STATE**'s reasonable and demonstrable costs for modifying **SBC-13STATE**'s Central Office up to the date of cancellation.
 - 3.3.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
 - 3.3.3 CLEC shall refer trouble sectionalized in the **SBC-13STATE** Lawful UNE to **SBC-13STATE**.
 - 3.3.4 Prior to **SBC-13STATE** providing access to Lawful UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.
 - 3.3.5 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect Lawful UNEs when CLEC combines or disconnects Lawful UNEs.
 - 3.3.6 CLEC shall designate each Lawful UNE being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the affected Lawful UNEs. This interface may be manual or mechanized.

- 3.3.7 **SBC-13STATE** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.
- 3.3.8 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to Lawful UNEs.
 - 3.3.8.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** Lawful UNEs will be made on an individual case basis (ICB).
 - 3.3.8.2 **SBC-13STATE** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the building.

4. ADJACENT LOCATION

- 4.1 Consistent with Section 2.1 of this Appendix Lawful UNEs, **SBC CALIFORNIA** shall provide Adjacent Location provision under the following terms and conditions.
- 4.2* This Section describes the Adjacent Location Method for accessing Lawful UNEs. This Section also provides the conditions in which **SBC CALIFORNIA** offers the Adjacent Location Method.
- 4.3* The Adjacent Location Method allows a CLEC to access Lawful UNEs for a CLEC location adjacent to a **SBC CALIFORNIA** Central Office as identified by **SBC CALIFORNIA**. Under this method **SBC CALIFORNIA** Lawful UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.
- 4.4* This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the **SBC CALIFORNIA** Central Office. The CLEC shall provide enough slack for **SBC CALIFORNIA** to pull the cable into the Central Office and terminate the cable on the Central Office of its choosing.
- 4.5* The CLEC will obtain all necessary rights of way, easements, and other third party permissions.
- 4.6* The following terms and conditions apply when **SBC CALIFORNIA** provides the adjacent location:
 - 4.6.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.
- 4.7* The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.
- 4.8* The CLEC will provide the excess cable length necessary to reach the **SBC CALIFORNIA** frame in the **SBC CALIFORNIA** Central Office where CLEC requests connection.
- 4.9* The CLEC will be responsible for testing and sectionalization of facilities from the End User's location to the entrance manhole.
- 4.10* The CLEC should refer any sectionalized trouble determined to be in **SBC CALIFORNIA**'s facilities or CLEC facilities in **SBC CALIFORNIA**'s control to **SBC CALIFORNIA**.
- 4.11* The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to **SBC CALIFORNIA** (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct lease agreement. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.
- 4.12* In order for **SBC CALIFORNIA** to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. **SBC CALIFORNIA** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access

* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1

sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.

- 4.13* The CLEC will retain all assignment control. **SBC CALIFORNIA** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **SBC CALIFORNIA** frame.
- 4.14* The CLEC will pay Time and Materials charges when **SBC CALIFORNIA** dispatches personnel and failure is in the CLEC's facility.
- 4.15* **SBC CALIFORNIA** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. **SBC CALIFORNIA** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.
- 4.16* Prior to **SBC CALIFORNIA** providing the Adjacent Location Method in this Appendix, the CLEC and **SBC CALIFORNIA** shall provide each other with a single point of contact for overall coordination.
- 4.17* The Adjacent Location Method of Accessing Lawful UNEs only allows for copper cable termination.

5. INTENTIONALLY LEFT BLANK

6. BONA FIDE REQUEST

- 6.1 Subject to Section 2, **SBC-13STATE** shall process BFR requests under the following terms and conditions in this subsection.
- 6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the **SBC-10STATE** and **SBC NEVADA** Territory. The Bona Fide Request process described in Item II of this Section 6 shall apply to each Bona Fide Request submitted in the **SBC CONNECTICUT** Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the **SBC CALIFORNIA** Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 6 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by **SBC-13STATE**.

6.3 Item I

SBC-10STATE, SBC NEVADA Bona Fide Request Process

- 6.3.1 A Bona Fide Request ("BFR") is the process by which CLEC may request **SBC-10STATE, SBC NEVADA** to provide CLEC access to an additional or new, undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful UNE required to be provided by **SBC-10STATE, SBC NEVADA** but that is not available under this Agreement at the time of CLEC's request.
- 6.3.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested Lawful UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 6.3.4 CLEC is responsible for all costs incurred by **SBC-10STATE, SBC NEVADA** to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate **SBC-10STATE, SBC NEVADA** for its costs incurred to complete the Preliminary Analysis of the BFR:

- 6.3.4.1 Include with its BFR Application Form a \$2,000 deposit to cover SBC-10STATE, SBC NEVADA's preliminary evaluation costs, in which case SBC-10STATE, SBC NEVADA may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 6.3.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by SBC-10STATE, SBC NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 6.3.5 If CLEC submits a \$2,000 deposit with its BFR, and SBC-10STATE, SBC NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC-10STATE, SBC NEVADA will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay SBC-10STATE, SBC NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC-10STATE, SBC NEVADA received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 6.3.7 SBC-10STATE, SBC NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-10STATE, SBC NEVADA will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once SBC-10STATE, SBC NEVADA has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR SBC-10STATE, SBC NEVADA will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that SBC-10STATE, SBC NEVADA will offer the Request to CLEC or (ii) advise CLEC that SBC-10STATE, SBC NEVADA will not offer the Request. If SBC-10STATE, SBC NEVADA indicates it will not offer the Request, SBC-10STATE, SBC NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Lawful UNE, or is otherwise not required to be provided by SBC-10STATE, SBC NEVADA under the Act and/or, (iii) that the BFR is not the correct process for the request.
- 6.3.9 If the Preliminary Analysis indicates that SBC-10STATE, SBC NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for SBC-10STATE, SBC NEVADA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by SBC-10STATE, SBC NEVADA within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to SBC-10STATE, SBC NEVADA all demonstrable costs as set forth above. Any request by CLEC for SBC-10STATE, SBC NEVADA to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC-10STATE, SBC NEVADA shall provide to CLEC a BFR Quote.
- 6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse SBC-10STATE, SBC NEVADA for its

costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If **SBC-10STATE**, **SBC NEVADA** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **SBC-10STATE**, **SBC NEVADA** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

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

6.3.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.

6.4* **Item II**

SBC CONNECTICUT Bona Fide Request Process

6.4.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to **SBC CONNECTICUT**, with the following exceptions:

6.4.2 Section 6.3.1 is amended to add the following: A CLEC may submit a BFR to request new Lawful UNEs, provided the request is not covered by one of the following conditions:

6.4.2.1 The Lawful UNEs requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.

6.4.2.2 The Lawful UNEs requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state Commission or an industry standards body.

6.4.2.3 The Lawful UNEs requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

6.4.2.4 If the request is covered by one of the conditions listed above, **SBC CONNECTICUT** will make these items generally available.

6.4.3 Sections 6.3.3 and 6.3.4 are amended as follows: No charges apply for **SBC CONNECTICUT** to prepare the Preliminary Analysis.

6.4.4 Section 6.3.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SBC CONNECTICUT** after **SBC CONNECTICUT** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SBC CONNECTICUT** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SBC CONNECTICUT** receives the written notice of cancellation from CLEC. However, if **SBC CONNECTICUT** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SBC CONNECTICUT** or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: **SBC CONNECTICUT** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SBC CONNECTICUT** will

* Section 6.4 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once **SBC CONNECTICUT** has received a complete and accurate BFR Application Form.

- 6.4.6 **SBC CONNECTICUT** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.
- 6.4.7 For **SBC CONNECTICUT**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of the Department on the matter in dispute.

6.5 Item III

SBC CALIFORNIA Bona Fide Request Process

- 6.5.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to **SBC CALIFORNIA**, with the following exceptions:
- 6.5.2 Section 6.3.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which CLEC may request **SBC CALIFORNIA** to provide CLEC access to an additional or new, undefined Lawful UNE.
- 6.5.3 Interconnection arrangement, or other (a "Request"), that is required to be provided by **SBC CALIFORNIA** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.
- 6.5.4 Section 6.3.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.
- 6.5.5 Section 6.3.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC CALIFORNIA** will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **SBC CALIFORNIA** will offer the request. The Preliminary Analysis provided by **SBC CALIFORNIA** will include cost categories (material, labor and other) and high level costs for the request. **SBC CALIFORNIA** will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier "yes" response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).
- 6.5.6 If the BFR is denied, **SBC CALIFORNIA** will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new Lawful UNE, interconnection or other arrangement required by law.
- 6.5.7 If **SBC CALIFORNIA** refers CLEC to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

7. NETWORK INTERFACE DEVICE

- 7.1 Subject to Section 2 of this Appendix Lawful UNE, **SBC-13STATE** shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.
- 7.2 The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the Lawful UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the Lawful UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Lawful UNE NID is offered as specified below (**SBC-12STATE**) or by tariff (**SBC CONNECTICUT**).
- 7.3 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s Lawful UNE NID, or at any other technically feasible point.
- 7.4 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE NID required by CLEC will be performed by **SBC-12STATE** based on Time and Material charges. **SBC-12STATE**, at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the Lawful UNE NID, at charges reflected in the state specific Appendix Pricing.
- 7.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s Lawful UNE NID where necessary.
- 7.6 The **SBC-12STATE** Lawful UNE NIDs that CLEC uses under this Appendix will be existing Lawful UNE NIDs installed by **SBC-12STATE** to serve its End Users.
- 7.7 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the Lawful UNE NID and/or its protector. CLEC shall not cut any other leads in the Lawful UNE NID.
- 7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with **SBC-12STATE**'s Lawful UNE NID, can disconnect the End User's wiring from **SBC-12STATE**'s Lawful UNE NID and reconnect it to the CLEC's NID.
- 7.9 If CLEC requests a different type of Lawful UNE NID not included with the loop, **SBC-12STATE** will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

8. LAWFUL UNE LOCAL LOOP

- 8.1 Subject to Section 2 of this Appendix Lawful UNES, **SBC-13STATE** shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.
- 8.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, **SBC-13STATE** will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that **SBC-13STATE** shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **SBC-13STATE**. The Lawful UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested

- line conditioning (subject to applicable charges in Appendix Pricing). The Lawful UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), Lawful UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.4.4.1) and Lawful UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.5.4.1), where such loops are deployed and available in **SBC-13STATE** wire centers. CLEC agrees to operate each loop type within applicable technical standards and parameters.
- 8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such loop will require a High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and the CLEC's End User. Therefore, any request by CLEC for a Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to **SBC-13STATE** via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay **SBC-13STATE** for any HVPE that is provisioned by **SBC-13STATE** to CLEC in connection with the CLEC's Lawful UNE Local Loop order to the high voltage area.
- 8.3 The following types of Lawful UNE Local Loops will be provided at the rates, terms, and conditions set forth in this Appendix (**SBC-12STATE**) or by tariff (**SBC-CONNECTICUT**) and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SBC-CONNECTICUT**):
- 8.3.1 2-Wire Analog Loop
- 8.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 8.3.1.2 If CLEC requests one or more Lawful UNE loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE loop at no additional charge to CLEC. If, however, no spare Lawful UNE loop is available, as defined above, **SBC-12STATE** will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.
- 8.3.2 4-Wire Analog Loop
- 8.3.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.
- 8.3.3 2-Wire Digital Loop
- 8.3.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.
- 8.3.4 DS1 Digital Loop
- 8.3.4.1 A DS1 Digital Loop (DS1) is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital Loop supports usable bandwidth up to 1.544 Mbps.
- 8.3.4.2 DS1 Lawful UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.
- 8.3.4.3 The procedures set forth in Section 8.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

8.3.4.4 DS1 Loop “Caps”

8.3.4.4.1 **SBC 13-STATE** is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 Lawful UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at **SBC-13STATE**'s option it may accept the order, but convert any requested DS1 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

8.3.5 DS3 Digital Loop

8.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

8.3.5.2 DS3 Lawful UNE loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.5.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

8.3.5.4 DS3 Loop “Caps”

8.3.5.4.1 **SBC 13-STATE** is not obligated to provide to CLEC more than one (1) DS3 Lawful UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 Lawful UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at **SBC-13STATE**'s option it may accept the order, but convert any requested DS3 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Loop(s) as of the date of provisioning.

8.4 Declassification Procedure

8.4.1 **DS1.** Subject to the cap described in Section 8.3.4.4.1, **SBC-13STATE** shall provide CLEC with access to a DS1 Lawful UNE Digital Loop, where available, to any building **not** served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future 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 Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

8.4.2 **DS3.** Subject to the cap described in Section 8.3.5.4.1, **SBC-13STATE** shall provide CLEC with access to a DS3 Lawful UNE Digital Loop, where available, to any building **not** served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as Lawful UNES under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

8.4.3 **Effect on Embedded Base.** Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as Lawful UNES under this Agreement, **SBC-13STATE** will provide

written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 “Notice and Transition Procedure.”

8.4.3.1 Products provided by **SBC-13STATE** in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 “Notice and Transition Procedure” where such Loops are Declassified.

8.4.4 The Parties agree that activity by **SBC-13STATE** under this Section 8.4 shall not be subject to the Network Disclosure Rules.

8.5 Routine Network Modifications – Lawful UNE Local Loops

8.5.1 **SBC-13STATE** shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. **SBC-13STATE** shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.5.2 A routine network modification is an activity that **SBC-13STATE** regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that **SBC-13STATE** does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. **SBC-13STATE** will place drops in the same manner as it does for its own customers.

8.5.3 Routine network modifications do not include constructing new Lawful UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; removing or reconfiguring packetized transmission facility.. **SBC-13STATE** is not obligated to perform those activities for a requesting telecommunications carrier.

8.5.4 **SBC-13STATE** shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to **SBC-13STATE**'s retail customers.

8.5.5 This Agreement does not require **SBC-13STATE** to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent **SBC-13STATE** has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; to deploy TDM voice grade transmission capacity into new or existing networks that never had TDM capability; nor does this Agreement prohibit **SBC-13STATE** from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided **SBC-13STATE** complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).

8.5.6 Notwithstanding anything to the contrary herein, **SBC-13STATE**'s obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and, as to access to the TDM capabilities of **SBC-13STATE**'s hybrid loops, only with respect to any existing capabilities of **SBC-13STATE**'s hybrid loops. **SBC-13STATE** has no obligation to perform routine network modifications in connection with FTTH loops or FTTC loops.

8.5.7 **SBC-12STATE** shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (**SBC-12STATE**), and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff, as such tariff may be modified from time to time (**SBC CONNECTICUT**). A rate for any routine network modification shown as “ICB” in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated,

and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

- 8.6 Lawful UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.16 of this Appendix.
- 8.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the **SBC-12STATE** states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 9, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in this Section 9, the subloop provisions set forth in Section 9 shall control.

9. LAWFUL UNE SUBLOOPS

- 9.1 Subject to the other terms and conditions of this Appendix, **SBC-12STATE** shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.
- 9.2 **SBC-12STATE** will provide copper Lawful UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, **SBC CONNECTICUT** does not offer Lawful UNE Subloops under this Agreement. Rather, Lawful UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.
- 9.2.1 A Lawful UNE Subloop is a smaller included segment of **SBC-12STATE**'s Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible terminal beyond **SBC-12STATE**'s central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which **SBC-12STATE**'s owns and controls inside the End User premises.
- 9.3 Definitions pertaining to the Lawful UNE Subloop
- 9.3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
- 9.3.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 9.3.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 9.3.4 "Digital Lawful UNE Subloop" may be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps Lawful UNE Subloop transport.
- 9.3.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.
- 9.3.6 "MTE" for the purpose of Term To NID Lawful UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.

- 9.3.7 “Network Terminating Wire (NTW)” is the service wire that connects the ILEC’s distribution cable to the NID at the demarcation point.
- 9.3.8 “SAI/FDI-to-Term Lawful UNE Subloop” is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.
- 9.3.9 “SAI/FDI-to-NID Lawful UNE Subloop” is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an end user’s premise.
- 9.3.10 “SPOI” is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, **SBC-12STATE** will construct a SPOI only to those multiunit premises where **SBC-12STATE** has distribution facilities to the premises and **SBC-12STATE** either owns, controls, or leases the inside wire, if any, at such premises. If **SBC-12STATE** has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. **SBC-12STATE**’s obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a Lawful UNE Subloop via a SPOI.
- 9.3.11 “SAI/FDI” is defined as the point in the ILEC’s network where feeder cable is cross connected to the distribution cable. “SAI” is Serving Area Interface. “FDI” is Feeder Distribution Interface. The terms are interchangeable.
- 9.3.12 “Term-to-NID Lawful UNE Subloop” is that portion of the Lawful UNE Loop from an accessible terminal to the NID, which is located at an end user’s premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).
- 9.4 **SBC-12STATE** will offer the following Lawful UNE Subloop types:
- 9.4.1 2-Wire Analog Lawful UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 9.4.2 4-Wire Analog Lawful UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 9.4.3 Lawful UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to CLEC in the **SBC-12STATE** states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.
- 9.4.4 As no other type of Subloop constitutes a Lawful UNE subloop, **SBC-13STATE** is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and **SBC-13STATE** provides a subloop(s) that is not described or provided for in this Agreement, **SBC-13STATE** may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days’ advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of **SBC-13STATE** to refuse to provide, including if **SBC-13STATE** provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNEs (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

- 9.5 Intentionally Left Blank.
- 9.6 Lawful UNE Subloops are provided “as is” unless CLEC requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 9.7 If a Term to NID Lawful UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Lawful UNE Subloop, and such Lawful UNE Subloop has been determined to be a non-defective pair, then that Lawful UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.
- 9.8 Copper Lawful UNE Subloops
- 9.8.1 Access to terminals for copper Lawful UNE Subloops is defined to include:
- any technically feasible point near the End User premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the End User premises),
 - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
 - the Terminal (underground or aerial).
- 9.9 CLEC may request access to the following copper Lawful UNE Subloop segments:
- | <u>FROM:</u> | <u>TO:</u> |
|--|--------------------------|
| 1. Serving Area Interface or Feeder Distribution Interface | Terminal |
| 2. Serving Area Interface or Feeder Distribution Interface | Network Interface Device |
| 3. Terminal | Network Interface Device |
| 4. NID | Stand Alone |
| 5. SPOI (Single Point of Interface) | Terminal |
| 6. SPOI (Single Point of Interface) | Terminal |
- 9.10 Provisioning
- 9.10.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific Lawful UNE Subloop circuit(s).
- 9.10.2 Spare Lawful UNE Subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis.
- 9.11 Maintenance
- 9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the **SBC-12STATE** switch/testing equipment will be lost.
- 9.11.2 CLEC shall isolate trouble to the **SBC-12STATE** Lawful UNE Subloop portion of the CLEC’s service before reporting trouble to **SBC-12STATE**.
- 9.11.3 **SBC-12STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches **SBC-12STATE** on a trouble report and the fault is determined to be in the CLEC’s portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
- 9.11.4 Once all Lawful UNE Subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, the CLEC may place a LSR for Subloops at this location. Prices at which **SBC-12STATE** agrees to provide CLEC with Lawful UNE Subloops are contained in the state specific Appendix Pricing.
- 9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, **SBC-12STATE** repair forces will restore service in a non-discriminatory manner which will

allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, **SBC-12STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.12 Lawful UNE Subloop Access Arrangements

- 9.12.1 Prior to ordering Lawful UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** Lawful UNE Subloop network.
- 9.12.2 The space available for collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Lawful UNE Subloop Access Arrangement Application.
- 9.12.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.
- 9.12.4 The assignment of Lawful UNE Subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering Lawful UNE Subloop facilities.
- 9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.
- 9.12.6 Several options exist for Collocation or Lawful UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 9.12.7 CLEC will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 9.12.8 Prior to submitting the Lawful UNE Subloop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.
- 9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to **SBC-12STATE** written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, **SBC-12STATE** will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 9.12.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a **SBC-12STATE** technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.
- 9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than the CLEC expects to use.

- 9.12.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their Lawful UNE Subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 9.12.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 9.12.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.
- 9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points
- 9.13.1 SAI/FDI, ECS, SPOI, or Terminal
- 9.13.1.1 CLEC cable to be terminated in a **SBC-12STATE** SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
- 9.13.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available binding posts in the SAI/FDI or Terminal.
- 9.13.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and **SBC-12STATE** will stub out a cable from the SAI/FDI or Terminal, which **SBC-12STATE** will splice to the CLEC cable at the meet point.
- 9.13.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.
- 9.14 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID
- 9.14.1 **SBC-12STATE** shall notify CLEC of pending relocation as soon as **SBC-12STATE** receives such notice.
- 9.14.2 CLEC shall notify **SBC-12STATE** of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.
- 9.14.3 **SBC-12STATE** shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and **SBC-12STATE** engineer.
- 9.14.4 CLEC shall notify **SBC-12STATE** of acceptance or rejection of the new SCA within 10 business days of its receipt of **SBC-12STATE**'s estimate.
- 9.14.5 Upon acceptance of the **SBC-12STATE** estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify **SBC-12STATE** of their acceptance of estimate costs.
- 9.14.6 Should CLEC decide not to continue the SAA, CLEC will notify **SBC-12STATE** as to the date that **SBC-12STATE** may remove CLEC's facilities from that SAA. CLEC will pay **SBC-12STATE** for all costs associated with the removal of the CLEC's SAA.
- 9.14.7 In the event that CLEC does not respond to **SBC-12STATE** in time to have their facilities relocated, **SBC-12STATE** shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.
- 9.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Lawful UNE Subloop Segment
- 9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease **SBC-12STATE** Term to NID Lawful UNE Subloop segments in order to serve its End Users at MTEs in **SBC-12STATE** ("Term to NID MTE Lawful UNE

Subloop Segments”), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from **SBC-12STATE** within the intermediary box (in order to obtain access to **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments). In the event CLEC wishes to access **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

- 9.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the SBC terminal.
- 9.15.1.2 The intermediary box shall contain blocks that meet **SBC-12STATE**'s published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the **SBC-12STATE** technician the ability to run jumper/cross connect from **SBC-12STATE** terminal to the intermediary box.
- 9.15.1.3 LEC agrees that the **SBC-12STATE** technician shall run the jumper/cross-connect from **SBC-12STATE**'s serving terminal to CLEC's intermediary box, in order for CLEC to access **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments in **SBC-12STATE**. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's intermediary box.
- 9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from **SBC-12STATE**.
- 9.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments (“CFA”) data submission to **SBC-12STATE** associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Lawful UNE Subloop Segment including, without limitation: transferring the End User's service from **SBC-12STATE** to CLEC, providing **SBC-12STATE** with CFA prior to ordering and the assigning of a specific Term to NID MTE Lawful UNE Subloop Segment(s).
- 9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to **SBC-12STATE** by CLEC via a Local Service Request (“LSR”).
- 9.15.1.7 **SBC-12STATE** will upon receipt of the LSR from CLEC for a Term to NID MTE Lawful UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the **SBC-12STATE** terminal to the CLEC intermediary box. **SBC-12STATE** must have access to the intermediary box for completion of the order.
- 9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Lawful UNE Subloop Segments in **SBC-12STATE** only, CLEC may elect to lease from **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the “Term to NID MTE Lawful UNE Subloop Segment.” In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from **SBC-12STATE** in lieu of **SBC-12STATE**'s standard Term to NID MTE Lawful UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.

9.16 **Establishment of Term to NID MTE Lawful UNE Subloop Segment When no Intermediary Box is installed**

9.16.1 In those instances where CLEC elects not to install an intermediary box or to have **SBC-12STATE** install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from **SBC-12STATE** Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from **SBC-12STATE** in lieu of **SBC-12STATE**'s standard Term to NID Lawful UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, **SBC-12STATE** will provide CLEC with access to the Term To NID MTE Lawful UNE Subloop via a cross connect. The SBC technician will tag appropriately and will leave up to two feet of exposed wire at **SBC-12STATE**'s terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's terminal.

9.16.2 If CLEC elects this option to obtain access to the Term To NID Lawful UNE Subloop in an MTE Environment, neither the **SBC-12STATE** SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the **SBC-12STATE** cross-connect, **SBC-12STATE** could not require any CFA information from CLEC.

10. ENGINEERING CONTROLLED SPLICE (ECS)

10.1 Subject to the other terms and conditions of this Appendix, **SBC-12STATE** shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.

10.2 **SBC-12STATE** will also make available an Engineering Controlled Splice (ECS), which will be owned by **SBC-12STATE**, for CLECs to gain access to Lawful UNE Subloops at or near remote terminals.

10.3 The ECS shall be made available for Lawful UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

10.3.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that **SBC-12STATE** will construct any Lawful UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If **SBC-12STATE** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, CLEC will not be liable for such extra costs.

10.3.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if **SBC-12STATE** places more pairs at the splice.

10.3.3 Although **SBC-12STATE** will construct the engineering controlled splice, the ECS maybe owned by **SBC-12STATE** or the CLEC (depending on the specific arrangement) at the option of **SBC-12STATE**.

10.3.4 If more than one requesting Telecommunications Carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial Telecommunications Carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

10.3.5 **SBC-12STATE** may require a separate SCA for each remote terminal site.

10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE Subloop is to

be provisioned by **SBC-12STATE**. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **SBC-12STATE** will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, **SBC-12STATE** will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

- 10.4 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

10.4.1 Dedicated Facility Option (DFO)

10.4.1.1 CLEC may request **SBC-12STATE** splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent Lawful UNE Subloop orders.

10.4.1.2 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

10.4.1.3 CLECs will compensate **SBC-12STATE** for each of the dedicated Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE Subloops dedicated to the CLEC between the ECS and the SAI.

10.4.2 Cross-connected Facility Option (CFO)

10.4.2.1 CLEC may request **SBC-12STATE** build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-12STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-12STATE** cabling.

10.4.2.3 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

10.4.2.4 CLECs will compensate **SBC-12STATE** for the charges incurred by **SBC-12STATE** derived from the CLEC's request for the SCA.

- 10.5 The introduction of an ECS creates the following additional copper Lawful UNE Subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. ECS	Serving Area Interface or Feeder Distribution Interface
2. ECS	Terminal
3. ECS	NID

11. RESERVED

12. RESERVED

13. DS1 AND DS3 DEDICATED TRANSPORT

- 13.1 Subject to Section 2 of this Appendix Lawful UNES, **SBC-13STATE** shall provide Lawful UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.

- 13.2 For purposes of this Agreement, the following definitions apply:

13.2.1 "Dedicated Transport" is defined as **SBC-13STATE** interoffice transmission facilities between wire centers or switches owned by **SBC-13STATE**, or between wire centers or switches owned by **SBC-**

13STATE and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.

13.2.1.1 **SBC-13STATE** is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of **SBC-13STATE** wire centers.

13.2.2 A "route" is defined as a transmission path between one of **SBC-13STATE**'s wire centers or switches and another of **SBC-13STATE**'s wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

13.3 **SBC-13STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE DS1/DS3 Dedicated Transport.

13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, Lawful UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes that are not or have not been Declassified.

13.3.2 Other than as specifically set forth elsewhere in this Agreement, **SBC CONNECTICUT** does not offer Lawful UNE DS1/DS3 Dedicated Transport under this Agreement. Rather, it is available as described in Section 18 of the Connecticut Access Service Tariff.

13.3.3 **SBC-13STATE** will provide Lawful UNE DS1 and DS3 Transport to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

13.3.4 Lawful UNE DS1 and DS3 Transport includes, as follows:

13.3.4.1 Multiplexing – an option ordered in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as Lawful UNE DS1 or DS3 Dedicated Transport.

13.3.4.2 Other Optional features are outlined in Appendix Pricing.

13.3.5 DS3 Transport "Caps"

13.3.5.1 **SBC 13-STATE** is not obligated to provide to CLEC more than twelve(12) DS3 Lawful UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **SBC-13STATE**'s option it may accept the order, but convert any requested DS3 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

13.3.6 DS1 Transport "Caps"

13.3.6.1 **SBC 13-STATE** is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **SBC-13STATE**'s option it may accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning

13.4 Diversity

- 13.4.1 When requested by CLEC, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Lawful UNE Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 13.4.2 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity. **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Declassification Procedure

- 13.5.1 Wire Center "Tiers" -- For purposes of this Section 13.5 (and Section 14 related to Dark Fiber), wire centers are classified into three "tiers," as follows:

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

13.5.2 DS1 Transport Declassification

- 13.5.2.1 Subject to the cap described in Section 13.3.6, **SBC-13STATE** shall provide CLEC with access to Lawful UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such SBC-13STATE must provide Lawful UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).

13.5.3 DS3 Transport Declassification

- 13.5.3.1 Subject to the cap described in Section 13.3.5, SBC-13STATE shall provide CLEC with access to Lawful UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC-13STATE must provide Lawful UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise

obtain, and CLEC will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).

- 13.5.4 **Effect on Embedded Base.** Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as Lawful UNEs under this Agreement, **SBC-13STATE** will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Notice and Transition Procedure."
- 13.5.5 Products provided by **SBC-13STATE** in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 "Notice and Transition Procedure" where such Transport is Declassified.
- 13.6 The Parties agree that activity by **SBC-13STATE** under this Section 13.5 shall not be subject to the Network Disclosure Rules.
- 13.7 Routine Network Modifications – Lawful UNE Dedicated Transport
- 13.7.1 **SBC-13STATE** shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. **SBC-13STATE** shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 13.7.2 A routine network modification is an activity that **SBC-13STATE** regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and **SBC-13STATE** is not obligated to perform those activities for a requesting telecommunications carrier.
- 13.7.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. **SBC-13STATE** is not obligated to perform those activities for a requesting telecommunications carrier.
- 13.7.4 **SBC-13STATE** shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to **SBC-13STATE**'s retail customers.
- 13.7.5 Notwithstanding anything to the contrary herein, **SBC-13STATE's** obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.
- 13.7.6 **SBC-12STATE** shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (**SBC-12STATE**), and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff, as such tariff may be modified from time to time (**SBC CONNECTICUT**). A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

14. DARK FIBER DEDICATED TRANSPORT

- 14.1 Subject to Section 2 of this Appendix Lawful UNES, **SBC-12STATE** shall provide Lawful UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. **SBC-13STATE** is not required to provide Loop Dark Fiber on an unbundled basis. (For definitional purposes only, Loop Dark fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications service.)
- 14.2 In **SBC-12STATE**, Dedicated Transport Dark Fiber is deployed, unlit optical fiber within **SBC-12STATE**'s network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement, **SBC CONNECTICUT** does not offer dedicated transport dark fiber under this Agreement; rather, unbundled dedicated transport dark fiber is available to CLECs as described in Section 18.2.1N of the Connecticut Service Tariff.
- 14.3 Lawful UNE Dedicated Transport Dark Fiber
- 14.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, **SBC-12STATE** will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as **SBC-12STATE** dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within **SBC-12STATE**'s network, connecting **SBC-12STATE** switches or wire centers within a LATA. **SBC-12STATE** is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of **SBC-12STATE** wire centers. **SBC-12STATE** will offer Lawful UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.
- 14.4 A "route" is defined as a transmission path between one of **SBC-12STATE**'s wire centers or switches and another of **SBC-12STATE**'s wire centers or switches. A route between two points (e.g., wire center of switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 14.5 Spare Fiber Inventory Availability and Condition
- 14.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE**'s forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.
- 14.6 Determining Spare Fibers
- 14.6.1 **SBC-12STATE** will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:
- 14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:
- 14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers
- 14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers
- 14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers
- 14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers
- 14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares
- 14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares

- 14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares
 - 14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares.
 - 14.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.
 - 14.6.1.3 **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month-period following the carrier's request.
- 14.6.2 The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request Lawful UNE Dedicated Transport Dark Fiber.
- 14.7 Quantities and Time Frames for ordering Lawful UNE Dedicated Transport Dark Fiber
 - 14.7.1 The minimum number of Lawful UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, **SBC-12STATE** will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 14.6 above.)
 - 14.7.2 If CLEC wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.
 - 14.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.
 - 14.7.3 Lawful UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve Lawful UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.
- 14.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber
 - 14.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, **SBC-12STATE**'s right of revocation of access under this Section 14.9 applies even when the affected dedicated transport dark fiber remains a Lawful UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 14.8.
 - 14.8.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date **SBC-12STATE** provided the fiber(s), **SBC-12STATE** may revoke CLEC's access to the Lawful UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.
 - 14.8.3 **SBC-12STATE** may reclaim from the CLEC the right to use Lawful UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written notice to the CLEC. If the reclaimed Lawful UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, **SBC-12STATE** will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. **SBC-12STATE** must also demonstrate to the CLEC that the reclaimed dedicated transport dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods specific to Lawful UNE Dedicated Transport Dark Fiber

- 14.9.1 The demarcation point for Lawful UNE Dedicated Transport Dark Fiber at Central Offices and End User premises will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.
- 14.9.2 At CO's, Lawful UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.

14.10 Installation and Maintenance for Lawful UNE Dedicated Transport Dark Fiber

- 14.10.1 **SBC-12STATE** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC or End User equipment.

14.11 Dark Fiber Transport Declassification

- 14.11.1 **SBC-13STATE** shall provide CLEC with access to Lawful UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such **SBC-13STATE** must provide Lawful UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).
- 14.11.2 **Effect on Embedded Base.** Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, **SBC-13STATE** will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 "Notice and Transition Procedure," and at the end of the 30-day notice period under that Section, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of **SBC-12STATE**.
- 14.11.3 Products provided by **SBC-12STATE** in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.
- 14.11.4 The Parties agree that activity by **SBC-12STATE** under this Section 14.11 shall not be subject to the Network Disclosure Rules.

14.12 Routine Network Modifications

- 14.12.1 **SBC-12STATE** shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. **SBC-12STATE** shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.
- 14.12.2 A routine network modification is an activity that **SBC-12STATE** regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and **SBC-12STATE** is not obligated to perform those activities for a requesting Telecommunications Carrier.
- 14.12.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. **SBC-13STATE** is not obligated to perform those activities for a requesting telecommunications carrier.

14.12.4 **SBC-13STATE** shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to **SBC-13STATE**'s retail customers.

14.12.5 Notwithstanding anything to the contrary herein, **SBC-13STATE's** obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.

14.12.6 **SBC-12STATE** shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (**SBC-12STATE**), and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff, as such tariff may be modified from time to time (**SBC CONNECTICUT**). A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.

15. RESERVED

16. 911 OR E911 DATABASE

16.1 Access to the **SBC-13STATE** 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix.

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE's** databases and information. **SBC-13STATE** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 **SBC-13STATE** shall provide Cross Connects under the following terms and conditions in this subsection. **SBC-13STATE** shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting CLEC to connect **SBC-13STATE** Lawful UNE(s) to other Lawful UNE(s) or to CLEC's own facilities.

18.2 The cross connect is the media between the **SBC-7STATE** Lawful UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a **SBC-7STATE** Lawful UNE and a Collocation area for the purpose of permitting the CLEC to connect the **SBC-7STATE** Lawful UNE to other Lawful UNEs or to the CLEC's own facilities. Where **SBC-7STATE** has otherwise committed to connect one Lawful UNE to another Lawful UNE on behalf of CLEC, or to leave connected one Lawful UNE to another Lawful UNE on behalf of CLEC the cross connect is the media between one **SBC-7STATE** Lawful UNE and another **SBC-7STATE** Lawful UNE. Nothing in this section is a commitment to connect or leave connected any two or more Lawful UNEs.

18.3 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for **SBC MIDWEST REGION 5-STATE** is provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SBC CONNECTICUT** refer to the applicable state tariff.

18.4 The applicable Lawful UNE Loop cross connects to point of access for the purpose of CLEC combining a **SBC-13STATE** Lawful UNE Loop with another **SBC-13STATE** Lawful UNE are as follows:

18.4.1 2-Wire Analog Loop to Lawful UNE Connection Methods point of access

18.4.2 4-Wire Analog Loop to Lawful UNE Connection Methods point of access

- 18.4.3 2-Wire Digital Loop to Lawful UNE Connection Methods point of access
- 18.5 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC SOUTHWEST REGION 5-STATE** and **SBC NEVADA** Lawful UNE Loop to a CLEC's Collocated facilities are as follows:
 - 18.5.1 2-Wire Analog Loop to Collocation
 - 18.5.2 2-Wire Analog Loop to Collocation (without testing)
 - 18.5.3 4-Wire Analog Loop to Collocation
 - 18.5.4 4-Wire Analog Loop to Collocation (without testing)
 - 18.5.5 2-Wire Digital Loop to Collocation
 - 18.5.6 2-Wire Digital Loop to Collocation (without testing)
 - 18.5.7 2-Wire DSL Shielded Cross Connect to Collocation
 - 18.5.8 4-Wire DSL Shielded Cross Connect to Collocation
 - 18.5.9 2-Wire DSL non-shielded Cross Connect to Collocation
 - 18.5.10 4-Wire DSL non-shielded Cross Connect to Collocation
- 18.6 The applicable cross connect for **SBC MIDWEST REGION 5-STATE** Lawful UNE Loop is as follows:
 - 18.6.1 2-Wire Analog
 - 18.6.2 4-Wire Analog
 - 18.6.3 DS-1
 - 18.6.4 DS-3
 - 18.6.5 DS-3 Loop to Collocation
 - 18.6.6 2-Wire Digital
- 18.7 The applicable Lawful UNE Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **SBC CALIFORNIA** Lawful UNE Loop with a CLEC's own facilities are as follows:
 - 18.7.1 2-Wire Analog Loop to Adjacent Location Method point of access
 - 18.7.2 4-Wire Analog Loop to Adjacent Location Method point of access
 - 18.7.3 2-Wire Digital Loop to Adjacent Location Method point of access
 - 18.7.4 DSL shielded Cross Connect to Adjacent Location point of access
- 18.8 The applicable cross connects for the purpose of a CLEC connecting a **SBC CALIFORNIA** Lawful UNE Loop or Lawful UNE DS1 or DS3 Dedicated Transport to a CLEC's Collocated facility are as follows:
 - 18.8.1 Voice Grade/ISDN EISCC
 - 18.8.2 DS-0 EISCC
 - 18.8.3 DSL Shielded Cross Connect to Collocation
 - 18.8.4 DS-1 EISCC
 - 18.8.5 DS-3 EISCC
- 18.9 The applicable cross connect for **SBC MIDWEST REGION 5-STATE** Lawful UNE Dedicated Transport is as follows:
 - 18.9.1 DS-1
 - 18.9.2 DS-3
- 18.9 The applicable dedicated transport cross connects for the purpose of CLEC connecting an **SBC SOUTHWEST REGION 5-STATE** and **SBC NEVADA** dedicated transport UNE to a CLEC's Collocated facilities are as follows:
 - 18.7.1 DS-1 to Collocation

18.7.2 DS-3 Collocation

19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

- 19.1 Access to Lawful UNES is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion. **SBC-13STATE** will provide access to Lawful UNES where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide Lawful UNES. However, CLEC may request and, to the extent required by law, **SBC-13STATE** may agree to provide Lawful UNES, through the Bona Fide Request (BFR) process.
- 19.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the Lawful UNES it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNES.
- 19.3 Where Lawful UNES provided to CLEC are dedicated to a single End User, if such Lawful UNES are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such Lawful UNE is disconnected in error. The CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of a CLEC's End User's service.
- 19.4 CLEC shall make available at mutually agreeable times the Lawful UNES provided pursuant to this Appendix in order to permit **SBC-13STATE** to test and make adjustments appropriate for maintaining the Lawful UNES in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 19.5 CLEC's use of any **SBC-13STATE** Lawful UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** Lawful UNE, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **SBC-13STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Lawful UNE(s) causing the violation.
- 19.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by CLEC's facility-based service using any **SBC-13STATE** provided Lawful UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNES. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided Lawful UNES is converted to a different CLEC's service which also uses any **SBC-13STATE** provided Lawful UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by **SBC-13STATE** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.
- 19.7 CLEC shall connect equipment and facilities that are compatible with the **SBC-13STATE** Lawful UNES, and shall use Lawful UNES in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 19.8 CLEC shall not combine or use Lawful UNES in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with **SBC-13STATE**'s network.
 - 19.8.1 **SBC-13STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

- 19.9 CLEC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement.
- 19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 19.11 If CLEC issues a trouble report allowing **SBC-13STATE** access to End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC-13STATE** personnel are dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to the premises, these charges will still apply.
- 19.12 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **SBC-13STATE** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC-13STATE** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** performed other than on a normally scheduled workday.
- 19.12.1 If CLEC requests or approves an **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or other work outside of normally scheduled working hours.
- 19.13 Maintenance of Elements
- 19.13.1 If trouble occurs with Lawful UNEs provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.
- 19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Lawful UNE and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

APPENDIX WHITE PAGES

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APPENDIX WHITE PAGES (WHITE PAGES DIRECTORY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to switched-based CLECs or CLECs leasing Lawful unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.

- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. SERVICE PROVIDED

- 2.1 **SBC-13STATE** publishes alphabetical White Pages directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users in the appropriate **SBC-13STATE** White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the White Pages directories that include listings of CLEC's End Users.
- 2.3 **SBC-13STATE** will make available to CLEC, for CLEC End Users, non discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.
- 2.4 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time. When CLEC provides its subscriber listing information to **SBC-13STATE** listings database, CLEC will receive for its End User, one primary listing in **SBC-13STATE** White Pages directory and a listing in **SBC-13STATE**'s directory assistance database.
 - 2.4.1 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, **SBC-13STATE** will assess CLEC a monthly charge for such

listings at **SBC-13STATE** tariff rates. An additional monthly charge at **SBC-13STATE**'s tariff rate applies when CLEC wishes to list an End User in **SBC-13STATE**'s Directory Assistance database but does not wish to have its End User listed in **SBC-13STATE**'s White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in **SBC-13STATE**'s White Pages directory for a monthly charge at **SBC-13STATE**'s tariff rate for those non-published, non-listed services.

2.4.1.1 In **SBC SOUTHWEST REGION 5-STATE** switch-based CLECs are billed at the retail tariff rate for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service. CLECs will be notified via Accessible Letter should the billing process change.

2.5 CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory.

2.6 CLEC will provide accurate subscriber listing information of its subscribers to **SBC-13STATE** via a mechanical or manual feed of the directory listing information to **SBC-13STATE**'s Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the effective date of this Appendix, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. CLECs' subscriber listings will be interfiled (interspersed) in the directory among **SBC-13STATE**'s subscriber listing information. CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory. See CLEC Online web site for methods, procedures, and ordering information. CLEC will submit listing information within one (1) Business Day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close date.

2.6.1 Upon CLEC request, sixty (60) calendar days prior to the directory close date for a particular directory, **SBC-8STATE** shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date.

2.6.2 Upon CLEC request, sixty (60) calendar days prior to the directory close date for particular directory, **SBC MIDWEST REGION 5-STATE** shall make available to CLEC forty-five (45) calendar days prior to directory close date for that directory, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review this listing information and shall submit to **SBC MIDWEST REGION 5-STATE** any necessary additions, deletions or modifications prior to the directory close date.

2.7 Directories

2.7.1 In **SBC-8STATE**, each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of **SBC-8STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers during the annual delivery of newly published directories.

2.7.1.1 **SBC-7STATE** has no obligation to provide any additional White Page directories above the directories provided to CLEC End Users after each annual distribution of newly published White Pages.

2.7.1.2 **SBC CONNECTICUT** White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.

- 2.7.2 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer delivery of newly published White Pages directories to CLEC's End Users pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.7.3 **SBC-13STATE** shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.
- 2.7.4 CLEC may arrange for additional directory distribution and other services with **SBC-13STATE**'s directory publishing affiliate pursuant to terms and conditions agreed to by the publishing affiliate and CLEC.
- 2.8 **SBC-8STATE** will provide CLEC with 1/8th page, or the equivalent size as other local service providers listed on the same page, in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, no less than sixty (60) days prior to the directory close date, CLEC shall provide **SBC-8STATE** the information to be published on the information page according to the instructions provided on SBC CLEC Online web site. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.8.1 **SBC MIDWEST REGION 5-STATE** shall direct its directory publishing affiliate to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its White Pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner as such information appears for **SBC MIDWEST REGION 5-STATE** and other LECs. **SBC MIDWEST REGION 5-STATE**'s directory publishing will include such CLEC information in the "Information Pages" pursuant to terms and conditions agreed to by the publishing affiliate and CLEC and will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to **SBC MIDWEST REGION 5-STATE**.
- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area, at the prices set forth in the attached, state-specific Exhibit 1 to this Appendix, where CLEC provides local Telecommunications Exchange Service. Such page shall be no different in style, size, color and format than **SBC SOUTHWEST REGION 5-STATE** "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC SOUTHWEST REGION 5-STATE** the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 **SBC-13STATE** agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as **SBC-13STATE**'s subscriber listing information. In exchange for **SBC-13STATE** serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes **SBC-13STATE** to include and use the CLEC subscriber listing information provided to **SBC-13STATE** pursuant to this Appendix in **SBC-13STATE**'s White Pages directory, **SBC-13STATE**'s directory assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **SBC-13STATE**'s use of CLEC's subscriber listing information in **SBC-13STATE**'s directory assistance, directory assistance related products and services, and directory publishing products and services.

- 3.2 **SBC-13STATE** further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for **SBC-13STATE**'s receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with **SBC-13STATE**'s subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by **SBC-13STATE**.

4. PRICING

- 4.1 **SBC-7STATE** will deliver one copy per primary End User listing of **SBC-7STATE** White Pages, as described in Section 2.7 above, at no charge. **SBC-7STATE** has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.1.1 The rates, if any, for **SBC CONNECTICUT** White Pages directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for White Pages directories.
- 4.1.2 **SBC MIDWEST REGION 5-STATE** - The rates, if any, for **SBC MIDWEST REGION 5-STATE** White Page directories will be in accordance with a separate directory services agreement with **SBC MIDWEST REGION 5-STATE**'s directory publishing affiliate.

5. LIABILITY

- 5.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's subscriber listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** (and/or **SBC-13STATE**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the Third Party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.
- 5.3 CLEC further agrees to pay all costs incurred by **SBC-13STATE** and/or its affiliates as a result of CLEC not complying with the terms of this Appendix.
- 5.4 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

- 6.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and

void with respect to any issue of **SBC-13STATE**'s White Pages directory published sixty (60) or more calendar days after the date of receipt of such written notice.

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by **SBC-12STATE** to participate in the Clearinghouse (CH).
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.25 In **SBC MIDWEST REGION 5-STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and **SBC MIDWEST REGION 5-STATE** is facilitated via the existing LEC Settlement process in each state.
- 1.26 In **SBC-2STATE**, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC-2STATE** is facilitated via the Message Exchange Appendix.
- 1.27 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and **SBC CONNECTICUT**, is **technically infeasible** in **SBC CONNECTICUT**.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 **SBC SOUTHWEST REGION 5-STATE** operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including **SBC SOUTHWEST REGION 5-STATE** and CLEC.

3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to **SBC SOUTHWEST REGION 5-STATE** for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over

LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of **SBC SOUTHWEST REGION 5-STATE**'s operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees that it will provide **SBC SOUTHWEST REGION 5-STATE** with billing records for CH processing that are in an industry standard format acceptable to **SBC SOUTHWEST REGION 5-STATE** and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to **SBC SOUTHWEST REGION 5-STATE**'s CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to **SBC SOUTHWEST REGION 5-STATE** for CH processing, if needed.
- 4.3 **SBC SOUTHWEST REGION 5-STATE** will provide and maintain such systems as it believes are required to furnish the CH service described herein. **SBC SOUTHWEST REGION 5-STATE**, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 4.4 CLEC will timely furnish to **SBC SOUTHWEST REGION 5-STATE** all CH Records required by **SBC SOUTHWEST REGION 5-STATE** to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. **SBC SOUTHWEST REGION 5-STATE** will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.
- 4.5 Presently, in operating the CH, **SBC SOUTHWEST REGION 5-STATE** relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

- 5.1 CLEC agrees to pay **SBC SOUTHWEST REGION 5-STATE** a processing charge in consideration of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

- 6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including **SBC SOUTHWEST REGION 5-STATE**, when **SBC SOUTHWEST REGION 5-STATE** bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

- 7.1 **SBC SOUTHWEST REGION 5-STATE** will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages, which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, **SBC SOUTHWEST REGION 5-STATE** assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that **SBC SOUTHWEST REGION 5-STATE** will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which **SBC SOUTHWEST REGION 5-STATE** may have relied in preparing settlement reports or performing any other act under this Attachment.
- 9.2 CLEC agrees to indemnify and hold **SBC SOUTHWEST REGION 5-STATE** harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of **SBC SOUTHWEST REGION 5-STATE**'s performance of CH processing pursuant to this Attachment.
- 9.3 **SBC SOUTHWEST REGION 5-STATE** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of **SBC SOUTHWEST REGION 5-STATE**. Any losses or damage for which **SBC SOUTHWEST REGION 5-STATE** is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time **SBC SOUTHWEST REGION 5-STATE** receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

- 10.1 **SBC SOUTHWEST REGION 5-STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

XDSL AND LINE SPLITTING APPENDIX TO INTERCONNECTION AGREEMENT

xDSL Loops and xDSL Subloops and Line Splitting: **SBC-12STATE** will make available xDSL loops and xDSL subloops for the provision of xDSL-based services, and xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

1.0 General:

1.1 **Deployment of xDSL Technologies:** **SBC-12STATE** will provide xDSL loops and xDSL subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.

1.2 **SBC-12STATE** will not guarantee that an xDSL loop or xDSL subloop ordered by CLEC will perform as desired by CLEC for xDSL-based services, but will guarantee that loops will be provisioned to meet basic metallic loop parameters, including continuity and pair balance. CLEC shall designate on its LSR, at CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the order.

2.0 **Loop Makeup Information and Ordering:** **SBC-12STATE** will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in **SBC-12STATE**'s Advanced Service OSS Plan of Record via: (i) a mechanized loop qualification for real-time access to data available electronically in **SBC-12STATE**'s databases; or (ii) manual loop qualification for information not available electronically (which will carry an interval of 3-5 business days or the interval provided to **SBC-12STATE**'s advanced services affiliate). CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing to any other CLEC, **SBC-12STATE**'s retail operations and/or its advanced services affiliate. **SBC-12STATE**'s uniform GUI and application to application OSS interfaces allow CLEC, **SBC-12STATE**'s retail operations and/or its advanced services affiliate, to have real time electronic access as a preordering function to the loop makeup information.

3.0 **Provisioning Intervals:** **SBC-12STATE**'s provisioning intervals per order per end-user location shall be the intervals set forth below or the associated interval applicable to **SBC-12STATE**'s advanced services affiliate, whichever is less.

3.1 Where no conditioning or outside plant rearrangements necessary:

3.1.1 xDSL Loops (i.e., 2-wire xDSL Loop, 4-wire xDSL Loop and IDSL Loop – collectively xDSL Loops): five (5) business days. xDSL Subloops shall have the same provisioning interval as the xDSL Loops following completion of the Subloop Access Arrangement (SAA).

3.1.2 With conditioning or outside plant rearrangements - xDSL Loops: ten (10) business days. xDSL Subloops shall have the same provisioning interval following completion of the SAA.

4.0 Loop Conditioning:

4.1 **SBC-12STATE** will condition xDSL loops and xDSL subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii); provided, however: (i) If load coils, repeaters or Excessive Bridged Tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request and at no charge to CLEC; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that **SBC-12STATE** perform some or all of the available

loop conditioning to remove Excessive Bridged Tap, load coils and/or repeaters at the rates set forth in Appendix Pricing.

4.2 Removal of All or Non-Excessive Bridged Tap (“RABT”):

- 4.2.1 CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to **SBC-12STATE** interferer information on the loop at the time of opening the trouble ticket. CLEC should utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the length of individual sections. If an RABT trouble ticket is opened, and it is later determined by **SBC-12STATE** that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed as a ‘No Trouble Found’ (NTF) and CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below.
- 4.2.2 CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information. Upon CLEC’s request, the LOC will also investigate and address any **SBC-12STATE** non-conditioning related reasons for any No Sync situation, or ensure CLEC’s RABT request is appropriate by verifying the subject bridged tap is located on the loop, but **SBC-12STATE** does not guarantee the synchronization of any loop. **SBC-12STATE** In either case, when Excessive Bridged Tap is present on the loop, CLEC may request the removal of All Bridged Tap; and when Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the **SBC-12STATE** LOC. **SBC-12STATE** LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not. In those instances where **SBC-12STATE** removes All or Non-Excessive Bridged Tap upon receipt of an RABT trouble ticket from CLEC under the provisions set forth herein, CLEC shall pay the applicable RABT conditioning charges set forth in Appendix Pricing for such conditioning work.
- 4.2.3 A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals **SBC-12STATE** provides to its advanced services affiliate. When **SBC-12STATE** determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of **SBC-12STATE**, **SBC-12STATE** has no obligation to perform such conditioning.
- 4.2.4 To the extent that CLEC would like the option to request that a loop be conditioned by **SBC-12STATE** to remove any device other than Excessive Bridged Taps, load coils and/or repeaters, or Non-excessive or All Bridged Tap, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the end-user is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the end-user’s release of the voice grade circuit and the Maintenance of Service charges referenced in Section 7.2 below shall apply for the time devoted by **SBC-12STATE** to perform the requested conditioning during non-working hours, in addition to the loop conditioning rates set forth in Appendix Pricing for the actual loop conditioning work performed.

4.3 Maintenance, Repair and Testing: **SBC-12STATE** shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv).

4.3.1 Maintenance Scope: **SBC-12STATE**'s maintenance shall be as follows: (i) for loops 12,000 feet or less: **SBC-12STATE** maintenance shall be limited to assuring loop continuity and balance and verification that the loop was (or is) conditioned as described in Section 4.1 above; (ii) for loops greater than 12,000 feet for which CLEC elected that **SBC-12STATE** not perform any conditioning, **SBC-12STATE** maintenance shall be limited to assuring loop continuity and balance. For loops greater than 12,000 for which CLEC requested that **SBC-12STATE** perform some or all of the available conditioning, **SBC-12STATE** will verify continuity, the completion of all requested conditioning and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. **SBC-12STATE** will resolve CLEC-referred trouble tickets in parity with the repair intervals **SBC-12STATE** provides its advanced services affiliate.

4.3.2 CLEC Submitted Trouble Ticket: If CLEC submits a trouble ticket to **SBC-12STATE** and the problem is determined by **SBC-12STATE** to be in CLEC's network, data equipment or splitter, CLEC shall pay **SBC-12STATE**, following **SBC-12STATE** closing the trouble ticket, the Maintenance of Service charges referenced in Section 7.2 below. In any such case, when CLEC resolves the trouble condition in its network, data equipment or splitter, CLEC will contact **SBC-12STATE** to advise that the trouble has been resolved.

4.3.3 Line and Station Transfer ("LST"): For a loop currently in service where trouble ticket resolution has identified that Excessive Bridged Tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by **SBC-12STATE** to resolve a trouble, **SBC-12STATE**, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and **SBC-12STATE** determines that an LST can be performed, the **SBC-12STATE** LOC will contact CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in Appendix Pricing shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an **SBC-12STATE** network-related problem, then CLEC will not be charged the LST rate or for **SBC-12STATE's** resolution of the trouble. If, however, the trouble is found not to be an **SBC-12STATE** network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in Section 7.2 below, in addition to the applicable LST charge.

5.0 Spectrum Management: The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. CLEC will advise **SBC-12STATE** on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify **SBC-12STATE** if and when a change in PSD mask is made. **SBC-12STATE** shall use such PSD information solely for inventory and spectrum management purposes and in all cases, will manage the spectrum and differing xDSL services in a competitively neutral manner consistent with all relevant industry standards. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues in the absence of FCC or Commission approval. In the event that the FCC or the industry establishes long-term standards, practices and policies relating to spectrum compatibility and management that differ from those referenced in this Agreement, the Parties shall comply with such standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for implementation; provided, however, if **SBC-12STATE** and/or CLEC is providing xDSL technologies for which there was previously no standard, then that Party must begin the process of bringing its deployed xDSL technology(ies) and equipment into compliance with such standards at its own expense within thirty (30) days after general availability.

6.0 **Splitters:** CLEC shall own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters for purposes of line splitting hereunder and shall collocate such splitters in accordance with the collocation provisions set forth elsewhere in this Agreement or as set forth in the applicable Commission-ordered tariff, as applicable, and consistent with **SBC-12STATE**'s standard collocation practices and procedures. With respect to any CLEC physical collocation arrangement in which a CLEC splitter is located, CLEC will have test access to the line side of its splitter (assuming CLEC has provisioned splitter cards that provide test port capabilities). CLEC-owned splitters shall be provisioned using standard **SBC-12STATE** configuration cabling and wiring in **SBC-12STATE** locations and shall adhere to established industry and national standards. CLEC's Connecting Block layouts will reflect standard recognizable arrangements that work in conjunction with **SBC-12STATE**'s OSS.

7.0 **Pricing/Rates:**

7.1 The rates applicable to xDSL Loops and xDSL Subloops and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual loop qualification, loop conditioning, cross-connects and LSTs are set forth in Appendix Pricing.

7.2 In those instances specified herein, or in the event that **SBC-12STATE** agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Appendix, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the **SBC-12STATE** technician time involved in performing such work, pursuant to Section 13.4.4 of the FCC No. 73 tariffs, as such tariffs may be modified from time to time. If requested by the CLEC, Overtime and Premium time charges will apply as provided for in such FCC tariffs for any work or tests requested by CLEC and performed by **SBC-12STATE** are performed outside of standard business hours.

8.0 **Definitions Applicable to this Appendix:**

8.1 **"All Bridged Tap"** means both "Excessive" and "Non-excessive" Bridged Tap.

8.2 **"Commission"** means the applicable state agency(ies) with regulatory authority over telecommunications in each **SBC-12STATE** state.

8.3 **"Excessive Bridged Tap"** as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

8.4 **"Non-excessive Bridged Tap"** as used herein shall refer to bridged tap less than 2,500 feet in total length.

8.5 **"SBC-12STATE"** as used herein means the applicable SBC-owned ILEC doing business in California, Nevada, Arkansas, Missouri, Oklahoma, Texas, Kansas, Michigan, Wisconsin, Ohio, Illinois and Indiana.

8.6 **"Splitter"** as used herein shall refer to the device that divides the data and voice signals concurrently moving across the loop. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted in CLEC's collocation arrangement.

APPENDIX BCR

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APPENDIX BCR (Billing, Collecting and Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.3 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.4 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.5 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.6 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 **SBC TEXAS** - As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.8 The prices at which **SBC SOUTHWEST REGION 5-STATE** agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **"Telcordia Client Company Calling Card and Third Number Settlement System" (BCC CATS)** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.
- 2.2 **"Charges"** - the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.
- 2.3 **"Compensation"** - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.
- 2.4 **"IntraLATA"** - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.
- 2.5 **"InterLATA"** - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

- 2.6 **"Local Exchange Carrier" (LEC)** - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.
- 2.7 **"Local Message"** - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.
- 2.8 **"Revenues"** - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

- 3.1 This Appendix shall apply to **SBC SOUTHWEST REGION 5-STATE** procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable) only when **SBC SOUTHWEST REGION 5-STATE** company is the CMDS Host Company.
 - 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to bill, collect and remit to **SBC SOUTHWEST REGION 5-STATE** the charges for the services described in Section 3.2 which charges are earned by any LEC (including **SBC SOUTHWEST REGION 5-STATE**), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than **SBC SOUTHWEST REGION 5-STATE**, **SBC SOUTHWEST REGION 5-STATE** will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for **SBC SOUTHWEST REGION 5-STATE** benefit, shall be remitted by CLEC to **SBC SOUTHWEST REGION 5-STATE** within thirty (30) calendar days of the date of **SBC SOUTHWEST REGION 5-STATE** bill to CLEC for such services.
- 4.4 **SBC SOUTHWEST REGION 5-STATE** agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including **SBC SOUTHWEST REGION 5-STATE**) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by **SBC SOUTHWEST REGION 5-STATE** or another LEC for CLEC's benefit, shall be remitted by **SBC**

SOUTHWEST REGION 5-STATE to CLEC within thirty (30) calendar days of the date of CLEC's bill to **SBC SOUTHWEST REGION 5-STATE** for such services.

- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 and 3.3 above. Notwithstanding this paragraph, **SBC SOUTHWEST REGION 5-STATE** may net amounts due to CLEC under this Appendix against amounts owed to **SBC SOUTHWEST REGION 5-STATE** when **SBC SOUTHWEST REGION 5-STATE** renders a bill to CLEC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 6.1 **SBC SOUTHWEST REGION 5-STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. **SBC SOUTHWEST REGION 5-STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

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APPENDIX NON-INTERCOMPANY SETTLEMENT (NICS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which SBC MIDWEST REGION 5-STATE will perform the revenue settlement of intrastate/intraLATA local/toll alternately billed calls between SBC MIDWEST REGION 5-STATE and the CLEC via the Centralized Message Distribution System (CMDS) NICS reports.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.4 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.5 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.6 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.7 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.8 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

- 2.1 **“Centralized Message Distribution System” (CMDS)** – means the industry-wide data collection system located in St. Louis, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.
- 2.2 **“Direct Participants” (DP)** -- the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:
 - 2.2.1 New England Telephone Company
 - 2.2.2 New York Telephone Company
 - 2.2.3 Bell Atlantic, NJ
 - 2.2.4 Bell Atlantic, PA
 - 2.2.5 Bell Atlantic, DE
 - 2.2.6 Bell Atlantic, DC
 - 2.2.7 Bell Atlantic, MD
 - 2.2.8 Bell Atlantic, VA
 - 2.2.9 Bell Atlantic, WV

- 2.2.10 Southern Bell Telephone Company
- 2.2.11 South Central Bell Telephone Company
- 2.2.12 The Ohio bell Telephone Company d/b/a SBC Ohio
- 2.2.13 Michigan Bell Telephone Company d/b/a SBC Michigan
- 2.2.14 Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana
- 2.2.15 Illinois Bell Telephone Company d/b/a SBC Illinois
- 2.2.16 Wisconsin Bell Telephone Company d/b/a SBC Wisconsin
- 2.2.17 Northwestern Bell Telephone Company
- 2.2.18 Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas
- 2.2.19 Mountain Bell Telephone Company
- 2.2.20 Pacific Bell Telephone Company d/b/a SBC California
- 2.2.21 Nevada Bell Telephone Company d/b/a SBC Nevada
- 2.2.22 The Southern New England Telephone Company
- 2.2.23 Cincinnati Bell Telephone Company
- 2.3 **“Exchange Message Interface” (EMI)** -the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.
- 2.4 **“Local Exchange Carriers” (LECs) or “Exchange Carriers” (ECs)** - facilities-based providers of local telecommunication services.
- 2.5 **“Non-Intercompany Settlement” (NICS)** is a revenue exchange process for messages which originate from CLEC and bill to SBC MIDWEST REGION 5-STATE and message which originate from SBC MIDWEST REGION 5-STATE and bill to CLEC. NICS messages must originate and bill within the same SBC MIDWEST REGION 5-STATE Company.

3. NON-INTERCOMPANY SETTLEMENT (NICS) DESCRIPTION

- 3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by SBC MIDWEST REGION 5-STATE and billed by the CLEC [when the CLEC is using its own end office switch], or messages for calls originated by the CLEC and billed by SBC MIDWEST REGION 5-STATE within the same SBC MIDWEST REGION 5-STATE State (i.e., messages for intrastate/intraLATA traffic only). For example, an alternately billed call originating within SBC ILLINOIS territory and billed to a CLEC within SBC ILLINOIS would be covered by this section; a call originating within SBC MICHIGAN but billing outside of SBC MICHIGAN would not be NICS.
- 3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between SBC MIDWEST REGION 5-STATE and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 3.4 This agreement does not cover calls originating and billing within a state outside of SBC MIDWEST REGION 5-STATE. For such traffic, CLEC should obtain NICS-type agreements with the LECs in that state.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 Each Party is responsible for submitting the appropriate EMI billable record (as defined in the Telcordia Technologies NICS System Specifications document) to Telcordia CMDS for inclusion in the NICS report when an alternately billed call originates from its end user.

5. BASIS OF COMPENSATION

- 5.1 CLEC agrees to pay a \$.05 per message charge to SBC MIDWEST REGION 5-STATE for all qualifying messages billed by SBC MIDWEST REGION 5-STATE.

- 5.2 SBC MIDWEST REGION 5-STATE agrees to pay the same \$.05 a per message charge to CLEC for all qualifying messages billed by CLEC.
- 5.3 Net payment shall be due within thirty (30) days of the date of the invoice. Net payment is the amount due to SBC MIDWEST REGION 5-STATE or CLEC based on netting the amount due SBC MIDWEST REGION 5-STATE and the amount due CLEC from the Telcordia Technologies NICS report. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other. Provided however, this Attachment shall not continue in force and effect beyond the term of the ICA as specified in the General Terms and Conditions.

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:**Date Prepared**

APPENDIX-PRICING (ARKANSAS)

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APPENDIX PRICING (ARKANSAS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term “Lawful UNE,” as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC-owned ILEC doing business in Arkansas.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission (“Commission-established Non-Interim Rate(s)”). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as “TBD” (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services (“Products or Services”) available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice (“Rate Change Notice”) to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), (“Modified Rate(s)”) to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC’s billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC ARKANSAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC ARKANSAS will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **SBC ARKANSAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC ARKANSAS** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

<u>Rate Zone:</u>	<u>Total Access Lines:</u>
Zone 1 (Rural)	3,000 or fewer
Zone 2 (Suburban)	3,001 – 18,000
Zone 3 (Urban)	18,001 or Greater

- 1.9 **SBC ARKANSAS**' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC ARKANSAS** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR

provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC ARKANSAS** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC ARKANSAS**' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC ARKANSAS**' current generic contract rate for the Product or Service set forth in **SBC ARKANSAS**' applicable state-specific generic pricing schedule as published on **SBC ARKANSAS**' CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC ARKANSAS** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **SBC ARKANSAS**' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC ARKANSAS**' right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC ARKANSAS** for that Product or Service and incorporated into **SBC ARKANSAS**' current state-specific generic pricing schedule as published on **SBC ARKANSAS**' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC ARKANSAS** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC ARKANSAS** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC ARKANSAS** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 **SBC ARKANSAS**' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC ARKANSAS**' right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service

period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.

- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SBC ARKANSAS** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SBC ARKANSAS** will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “recurring charges”.

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SBC ARKANSAS** network, without any changes to **SBC ARKANSAS** network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC’s SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **SBC ARKANSAS** to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

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

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	Date of Last Update	Effective Date	Agreement Type	Appendix	Product Type Group	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)	Source of Rate
1			Interconnection	UNE	0	Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 68.35	\$ 34.15	
2							2-Wire Analog Zone 1 (Rural)	U21	\$ 71.05	\$ 41.05	\$ 16.50	
3							2-Wire Analog Zone 2 (Suburban)	U21	\$ 31.60	\$ 41.05	\$ 16.50	
4							2-Wire Analog Zone 3 (Urban)	U21	\$ 18.75	\$ 41.05	\$ 16.50	
5							2-Wire Analog Zone 1 (Rural)	RB9	\$ 71.05	NA	NA	
6							2-Wire Analog Zone 2 (Suburban)	RB9	\$ 31.60	NA	NA	
7							2-Wire Analog Zone 3 (Urban)	RB9	\$ 18.75	NA	NA	
8							Conditioning for dB loss from 8db to 5db	UL2	\$ 7.60	\$ 48.55	\$ 18.20	
9							4-Wire Analog Zone 1(Rural)	U4H	\$ 145.50	\$ 282.20	\$ 107.95	
10							4-Wire Analog Zone 2 (Suburban)	U4H	\$ 64.80	\$ 282.20	\$ 107.95	
11							4-Wire Analog Zone 3 (Urban)	U4H	\$ 38.80	\$ 282.20	\$ 107.95	
12							2-Wire Digital Zone 1(Rural)	U2Q	\$ 119.95	\$ 126.65	\$ 66.40	
13							2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 59.95	\$ 126.65	\$ 66.40	
14							2-Wire Digital Zone 3 (Urban)	U2Q	\$ 42.55	\$ 126.65	\$ 66.40	
15							2-Wire Digital Zone 1(Rural)	RB8	\$ 119.95	NA	NA	
16							2-Wire Digital Zone 2 (Suburban)	RB8	\$ 59.95	NA	NA	
17							2-Wire Digital Zone 3 (Urban)	RB8	\$ 42.55	NA	NA	
18							DS1 Loop Zone 1(Rural)	U4D1X	\$ 201.15	\$ 299.10	\$ 117.95	
19							DS1 Loop Zone 2 (Suburban)	U4D1X	\$ 153.35	\$ 299.10	\$ 117.95	
20							DS1 Loop Zone 3 (Urban)	U4D1X	\$ 131.85	\$ 299.10	\$ 117.95	
21							DS1 Loop Zone 1(Rural)	RB6	\$ 201.15	NA	NA	
22							DS1 Loop Zone 2 (Suburban)	RB6	\$ 153.35	NA	NA	
23							DS1 Loop Zone 3 (Urban)	RB6	\$ 131.85	NA	NA	
24							DS3 Loop Zone 1 (Rural)	U4D3X	ICB	\$ 876.30	\$ 379.52	
25							DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,028.05	\$ 876.30	\$ 379.52	
26							DS3 Loop Zone 3 (Urban)	U4D3X	\$ 783.80	\$ 876.30	\$ 379.52	
27							2 Wire Analog -Non Recurring Charge Zone 1-3	NRFR1	NA	\$ 41.05	\$ 16.50	
28							2 Wire Digital -Non Recurring Charge Zone 1-3	NRFR3	NA	\$ 126.65	\$ 66.40	
29							4 Wire Digital -Non Recurring Charge Zone 1-3	NRFR4	NA	\$ 299.10	\$ 117.95	
30				DSL	0	DSL Capable Loops						
31					1	2-Wire xDSL Loop	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)^A1	2SLAX	\$ 71.05	\$ 41.05	\$ 16.50	
32							PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)^A1	2SLAX	\$ 31.60	\$ 41.05	\$ 16.50	
33							PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)^A1	2SLAX	\$ 18.75	\$ 41.05	\$ 16.50	
34							PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)^A1	2SLCX	\$ 71.05	\$ 41.05	\$ 16.50	
35							PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)^A1	2SLCX	\$ 31.60	\$ 41.05	\$ 16.50	
36							PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)^A1	2SLCX	\$ 18.75	\$ 41.05	\$ 16.50	
37							PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)^A1	2SLBX	\$ 71.05	\$ 41.05	\$ 16.50	
38							PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)^A1	2SLBX	\$ 31.60	\$ 41.05	\$ 16.50	
39							PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)^A1	2SLBX	\$ 18.75	\$ 41.05	\$ 16.50	
40							PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)^A1	2SLDX	\$ 71.05	\$ 41.05	\$ 16.50	
41							PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)^A1	2SLDX	\$ 31.60	\$ 41.05	\$ 16.50	
42							PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)^A1	2SLDX	\$ 18.75	\$ 41.05	\$ 16.50	
43							PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)^A1	U2F	\$ 71.05	\$ 41.05	\$ 16.50	
44												

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45							PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)^1	U2F	\$ 31.60	\$ 41.05	\$ 16.50	
46							PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)^1	U2F	\$ 18.75	\$ 41.05	\$ 16.50	
47							PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)^1	2SLFX	\$ 71.05	\$ 41.05	\$ 16.50	
48							PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)^1	2SLFX	\$ 31.60	\$ 41.05	\$ 16.50	
49							PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)^1	2SLFX	\$ 18.75	\$ 41.05	\$ 16.50	
50					1	4-Wire xDSL Loop	PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)^1	4SL1X	\$ 145.50	\$ 282.20	\$ 107.95	
51							PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)^1	4SL1X	\$ 64.80	\$ 282.20	\$ 107.95	
52							PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)^1	4SL1X	\$ 38.80	\$ 282.20	\$ 107.95	
53												
54					0	IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 119.95	\$ 126.65	\$ 66.40	
55							IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 59.95	\$ 126.65	\$ 66.40	
56							IDSL Loop Zone 3 (Urban)	UY5FX	\$ 42.55	\$ 126.65	\$ 66.40	
57												
58					0	Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
59							Loop Qualification Process - Manual	NRBXU	N/A	\$ 84.52	N/A	
60							Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
61					0	DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 353.30	\$ 16.80	
62							Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 353.30	\$ 16.80	
63							Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 138.30	\$ 16.80	
64							Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 901.85	\$ 47.20	
65							Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$ 618.00	\$ 32.00	
66							Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 235.10	\$ 32.00	
67							Removal of Excessive Bridged Taps	NRBXW	None	\$ 593.55	\$ 30.40	
68							Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 296.75	\$ 15.20	
69							Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 96.80	\$ 15.20	
70							Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 1,474.95	\$ 53.00	
71							Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 601.35	\$ 22.70	
72							Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 233.15	\$ 22.70	
73							Removal of Load Coils	NRBXZ	None	\$ 971.60	\$ 22.60	
74							Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 323.85	\$ 7.15	
75							Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 136.36	\$ 7.15	
76						Removal of All Bridged Tap						
77						RABT- MMP	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$ 351.08	None	

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78							Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	\$ 908.86	None	
79							Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	\$ 351.08	\$ 351.08	
80							Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$ 351.08	\$ 351.08	
81					0	DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.95	\$ 137.85	TBD	
82							2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	None	\$ 65.14	\$ 28.51	
83							4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	None	\$ 77.29	\$ 39.81	
84					0	LST	LST performed on CODSLAM Loop	URCLD	None	\$226.95	None	
85							LST performed on Sub Loop	URCLB	None	\$ 194.57	None	
86				UNE	0	Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.57	\$ 80.63	\$ 76.76	
87							2-Wire Analog Loop to Collocation (without testing)	UCXD2	None	\$ 65.14	\$ 28.51	
88							4-Wire Analog Loop to Collocation	UCXC4	\$ 3.13	\$ 95.45	\$ 91.58	
89							4-Wire Analog Loop to Collocation (without testing)	UCXD4	None	\$ 77.29	\$ 39.81	
90							2-Wire Digital Loop to Collocation	(UCXC2) under development (UCXD2)	\$ 1.57	\$ 80.63	\$ 76.76	
91							2-Wire Digital Loop to Collocation (without testing)	development	None	\$ 65.14	\$ 28.51	
92							2-wire Analog Loop to Analog Line Port	UDLX2	\$0.00	\$ 76.10	\$ 48.25	
93							2-wire Analog Loop to Analog DID Trunk Port	under development	TBD	TBD	TBD	
94							2-wire Digital Loop to ISDN BRI Line Port	RECB2	\$0.00	\$ 20.03	\$ 19.16	
95							2 Wire Analog Loop to Analog Line Port -Non Recurring Charge	NRFR5	NA	NA	\$ 48.25	
96							2 Wire Digital Loop to ISDN BRI Line Port -Non Recurring Charge	NRFR7	NA	NA	\$ 19.16	
97							DS1 Loop to Collocation	UDLY4	8.43	95.45	\$ 91.58	
98							DS3 Loop to Collocation	UCXBX	18.69	176.43	\$ 110.47	
99					0	Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 1.35	None	None	
100							ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.14	None	None	
101							ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 1.52	None	None	
102							ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 24.81	None	None	
103							ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 12.13	None	None	
104							ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 7.22	None	None	
105							ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 29.01	None	None	
106							ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 16.03	None	None	
107							ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	\$ 11.03	None	None	
108							SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 24.05	None	None	
109							SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 11.47	None	None	
110							SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 6.20	None	None	

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111							SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 28.25	None	None	
112							SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 15.36	None	None	
113							SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 10.01	None	None	
114							Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 4.32	None	None	
115							Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 4.02	None	None	
116							Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 3.93	None	None	
117							ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 2.69	None	None	
118							ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.28	None	None	
119							ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 3.04	None	None	
120							ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 49.63	None	None	
121							ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 24.26	None	None	
122							ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 14.44	None	None	
123							ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 58.02	None	None	
124							ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 32.06	None	None	
125							ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 22.06	None	None	
126							SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 48.10	None	None	
127							SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 22.93	None	None	
128							SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 12.40	None	None	
129							SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 56.49	None	None	
130							SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 30.73	None	None	
131							SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 20.02	None	None	
132							Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 8.64	None	None	
133							Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 8.04	None	None	
134							Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 7.87	None	None	
135							ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 1.35	None	None	
136							ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.13	None	None	
137							ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 1.47	None	None	
138							ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 24.82	None	None	
139							ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 12.13	None	None	
140							ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 7.17	None	None	

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141							ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 29.01	None	None	
142							ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 16.02	None	None	
143							ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	\$ 10.98	None	None	
144							SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 24.05	None	None	
145							SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 11.46	None	None	
146							SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 6.15	None	None	
147							SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 28.25	None	None	
148							SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 15.36	None	None	
149							SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 9.96	None	None	
150							Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.32	None	None	
151							Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.02	None	None	
152							Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 3.93	None	None	
153							ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 2.70	None	None	
154							ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.27	None	None	
155							ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 2.94	None	None	
156							ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 49.63	None	None	
157							ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 24.25	None	None	
158							ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 14.34	None	None	
159							ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 58.03	None	None	
160							ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 32.05	None	None	
161							ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	\$ 21.96	None	None	
162							SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 48.10	None	None	
163							SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 22.92	None	None	
164							SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 12.30	None	None	
165							SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 56.50	None	None	
166							SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 30.72	None	None	
167							SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 19.92	None	None	
168							Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 8.64	None	None	
169							Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 8.04	None	None	
170							Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 7.87	None	None	

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171					0	Sub-loop Unbundling Cross Connect						
172							Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 258.04	\$ 97.80	
173							Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 258.93	\$ 98.70	
174							Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 258.04	\$ 97.80	
175							Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 258.93	\$ 98.70	
176						Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile	ULNHS	\$ 50.00	\$ 310.00	\$ 220.00	
177							DT-DS1 Interoffice Transport, Each Additional Mile	ULNHS	\$ 16.80	None	None	
178							DT-DS3 Interoffice Transport, First Mile	ULNJS	\$ 815.00	\$ 338.00	\$ 236.00	
179							DT-DS3 Interoffice Transport, Each Additional Mile	ULNJS	\$ 118.00	None	None	
180							DS1 to Collocation	UCXHX	\$ 8.45	\$ 95.45	\$ 91.60	
181						Dedicated Transport Cross Connect	DS3 to Collocation	UCXJX	ICB	ICB	ICB	
182							DS1 to VG	UM4BX	\$ 180.00	\$ 260.00	\$ 161.00	
183						Multiplexing	DS3 to DS1	UM4AX	\$ 815.00	\$ 1,372.00	\$ 813.00	
184							Dark Fiber -Interoffice per strand	ULYCX	\$ 40.13	\$ 1,114.29	\$ 1,114.29	
185						Dark Fiber	Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.02	None	None	
186							Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.01	None	None	
187							Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.01	None	None	
188							Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 4.32	\$ 51.15	\$ 51.15	
189							Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 350.65	\$ 350.65	
190					0	Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 0.95	\$ 105.70	\$ 69.40	
191							2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.05	\$ 105.70	\$ 69.40	
192							2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.05	\$ 105.70	\$ 69.40	
193							Analog DID Trunk Port to POA - Method 1	UXRH1	TBD	TBD	TBD	
194							Analog DID Trunk Port to POA - Method 2	UXRH2	TBD	TBD	TBD	
195							Analog DID Trunk Port to POA - Method 3	UXRH3	TBD	TBD	TBD	
196					0	Routine Modifications						
197							Routine Modifications of Existing Facilities	N3RUE	NA	ICB	NA	
198					0	Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 66.05	None	
199							Manual Change - Simple	NRBUO	None	\$ 63.70	None	
200							Manual Record - Simple	NRBUU	None	\$ 39.45	None	
201							Manual Disconnect - Simple	NRBUW	None	\$ 33.05	None	
202							Manual Suspend - Simple	NRBJZ	None	\$ 39.45	None	
203							Manual Restore - Simple	NRBJ9	None	\$ 39.45	None	
204							Manual Expedited - Simple	NRMV1	None	\$ 66.05	None	
205							Manual Customer Not Ready - Simple	NRMV5	None	\$ 66.05	None	
206							Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 66.05	None	
207							Manual New - Complex	NRBUR	None	\$ 270.70	None	
208							Manual Change - Complex	NRBUP	None	\$ 150.40	None	
209							Manual Record - Complex	NRBUP	None	\$ 126.15	None	
210							Manual Disconnect - Complex	NRBUX	None	\$ 72.30	None	
211							Manual Suspend - Complex	NRBJ7	None	\$ 126.15	None	
212							Manual Restore - Complex	NRBJ8	None	\$ 126.15	None	
213							Manual Expedited - Complex	NRMV2	None	\$ 270.70	None	
214							Manual Customer Not Ready - Complex	NRMV6	None	\$ 270.70	None	
215							Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 270.70	None	
216							Electronic New - Simple	NR9W2	None	\$ 5.00	None	
217							Electronic New - Complex	NRBGX	None	\$ 79.62	None	
218							Electronic Change - Simple	NR9GG	None	\$ 5.00	None	

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261							Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS Not	\$ 0.000289	None	None	
262				BCR	0	BCR	Per interstate local message	Applicable Not	\$ 0.08	None	None	
263							Per local message	Applicable Not	\$ 0.05	None	None	
264				Hosting	0	Hosting	Billable Message Records and /or access usage records - per Record Charge	Applicable Not	\$ 0.0030	None	None	
265							Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Applicable Not	\$ 0.002	None	None	
266							Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Applicable Not	\$ 0.005	None	None	
267							Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None	
268							Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None	
269				Clearinghouse	0	Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
270							CH billing message - per message	Not Applicable	\$ 0.050	None	None	
271				UNE	0	Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 71.20	\$ 34.25	
272							Overtime - per half hour	MVV	None	\$ 88.85	\$ 43.10	
273							Premium Time - per half hour	MVV	None	\$ 106.55	\$ 51.90	
274					0	Time and Materials Charges	Basic Time - per half hour	ALK	None	\$ 71.20	\$ 34.25	
275							Basic Time - per half hour	ALT	None	\$ 71.20	\$ 34.25	
276							Basic Time - per half hour	ALH	None	\$ 71.20	\$ 34.25	
277							Overtime - per half hour	ALK	None	\$ 88.85	\$ 43.10	
278							Overtime - per half hour	ALT	None	\$ 88.85	\$ 43.10	
279							Overtime - per half hour	ALH	None	\$ 88.85	\$ 43.10	
280							Premium Time - per half hour	ALK	None	\$ 106.55	\$ 51.90	
281							Premium Time - per half hour	ALT	None	\$ 106.55	\$ 51.90	
282							Premium Time - per half hour	ALH	None	\$ 106.55	\$ 51.90	
283				Structure Access	0	Poles and Duct	Poles (\$/attachment/yr.)^2		\$ 2.35			
284					1	(Structure)						
285					2	Per Foot Conduit Occupancy Fees						
286							Full Duct (\$/ft/yr.)		\$ 0.67			
287							Half Duct (\$/ft/yr)		\$ 0.33			
288												
289					2	Contract Administration Fee				\$ 125.00		
290					2	Administrative Record-Keeping Fee				\$ 125.00		
291												
292				INTERCARRIER COMPENSATION	0	INTERCARRIER COMPENSATION						
293					1	End Office Local Termination - Zone 1 Rural	Set up charge, per call	ZZUR8	\$0.00			
294							Duration charge, per MOU	ZZUR2	\$0.00			
295					1	End Office Local Termination - Zone 2 Suburban	Set up charge, per call	ZZUR8	\$0.00			
296							Duration charge, per MOU	ZZUR2	\$0.00			
297					1	End Office Local Termination - Zone 3 Urban	Set up charge, per call	ZZUR8	\$0.00			
298							Duration charge, per MOU	ZZUR2	\$0.00			
299							Rate for Presumed ISP-Bound Traffic as per FCC 01-131 per MOU	ZZUR2	\$0.00			
300					1	Tandem Switching		ZZUR1	\$0.00			
301					1	Common Transport	Termination per Minute of Use Zone 1 (Rural)	ZZUST	\$0.00			
302							Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$0.00			
303							Termination per Minute of Use Zone 3 (Urban)	ZZUST	\$0.00			

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304							Termination per Minute of Use Interzone	ZZUST	\$0.00			
305							Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	\$0.00			
306							Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$0.00			
307							Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	\$0.00			
308							Facilities per Minute, per Mile Interzone	ZZURF	\$0.00			
309					1	Optional EAS Transport and Termination per MOU		ZZUR2	\$ 0.016000			
310						Transiting	Tandem Switching per MOU	ZZUTN	\$0.000789			
311							Tandem Switched Transport per MOU	ZZUTN	\$0.000157			
312							Tandem Switched Transport per MOU per mile	ZZUTN	\$0.000001			
313					1	Optional EAS Transit per MOU		ZZUTN	\$0.016			
314					0	OCA	OCA Transport & Termination	ZZUR2	\$ 0.016000	None	None	
315												
316				RESALE	0	RESALE						
317					1	BUSINESS						
318					2	LOCAL EXCHANGE SERVICE						
319							Business 1 Party		14.50%	14.50%		
320							Business - Multi-Line Hunting		14.50%	14.50%		
321							Business Measured		14.50%	14.50%		
322							Business Measured (HTG Class of Service)		14.50%	14.50%		
323							Customer Owned Pay Telephone Service		14.50%	14.50%		
324							Line Amplifier		14.50%	14.50%		
325							Message Register Equipment		14.50%	14.50%		
326							Service Connections, Moves and Changes		14.50%	14.50%		
327							Special Billing Numbers		14.50%	14.50%		
328							Telephone Answering and Secretarial Service		14.50%	14.50%		
329												
330					2	EXPANDED LOCAL CALLING						
331							Mandatory EAS		14.50%	14.50%		
332							MetroPlus		14.50%	14.50%		
333												
334					2	VERTICAL SERVICES						
335							Auto Redial		14.50%	14.50%		
336							Call Blocker		14.50%	14.50%		
337							Call Forwarding		14.50%	14.50%		
338							Call Forwarding - Busy Line		14.50%	14.50%		
339							Call Forwarding - Busy Line/Don't Answer		14.50%	14.50%		
340							Call Forwarding - Don't Answer		14.50%	14.50%		
341							Call Return		14.50%	14.50%		
342							Call Trace		14.50%	14.50%		
343							Call Waiting		14.50%	14.50%		
344							Calling Name		14.50%	14.50%		
345							Calling Number		14.50%	14.50%		
346							Personalized Ring (1 dependent number)		14.50%	14.50%		
347							Personalized Ring (2 dependent numbers - 1st number)		14.50%	14.50%		
348							Personalized Ring (2 dependent numbers - 2nd number)		14.50%	14.50%		
349							Priority Call		14.50%	14.50%		
350							Remote Access to Call Forwarding		14.50%	14.50%		
351							Selective Call Forwarding		14.50%	14.50%		
352							Simultaneous Call Forwarding		14.50%	14.50%		
353							Speed Calling		14.50%	14.50%		
354							Three Way Calling		14.50%	14.50%		
355												
356					2	DID						
357							DID (First Block of 100 - Category 1)		14.50%	14.50%		
358							DID (First Block of 10 - Category 1)		14.50%	14.50%		
359							DID (Ea. adl. block of 10 after first 10 - Category 1)		14.50%	14.50%		

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360							DID (Ea. adl. block of 100 after first 100 - Category 2)		14.50%	14.50%		
361							DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		14.50%	14.50%		
362							DID (with Multifrequency)		14.50%	14.50%		
363							DID (with Dual-Tone Multifrequency)		14.50%	14.50%		
364							DID (1st 10 Trunks or access lines)		14.50%	14.50%		
365							DID (11th thru 50th trunk or network access line)		14.50%	14.50%		
366							DID (51st trunk or network access line)		14.50%	14.50%		
367												
368					2	TRUNKS						
369							Analog Trunks		14.50%	14.50%		
370							Digital Trunks		14.50%	14.50%		
371							PBX Dormitory Trunks		14.50%	14.50%		
372												
373					2	AIN						
374							Area Wide Networking		14.50%	14.50%		
375							Caller Intelidata		14.50%	14.50%		
376							Disaster Routing Service		14.50%	14.50%		
377							Intelligent Redirectsm		14.50%	14.50%		
378							Intellinumber		14.50%	14.50%		
379							Positive ID		14.50%	14.50%		
380												
381					2	OTHER						
382							Bundled Telecommunications Services (e.g., the Works)		14.50%	14.50%		
383							Busy Out Arrangement		14.50%	14.50%		
384							Conference Telephone Service		14.50%	14.50%		
385							Customer Alerting Enablement		14.50%	14.50%		
386							Grandfathered Services		14.50%	14.50%		
387							Hot Line		14.50%	14.50%		
388							Hunting		14.50%	14.50%		
389							Improved Transmission		14.50%	14.50%		
390							Intercept Referral Service		14.50%	14.50%		
391							Local Operator Assistance Service		14.50%	14.50%		
392							Night Number associated with Telephone Number		14.50%	14.50%		
393							Night Number associated with a Terminal		14.50%	14.50%		
394							Promotions (Greater than 90 days)		14.50%	14.50%		
395							Telebranch®		14.50%	14.50%		
396							Preferred Number Service		14.50%	14.50%		
397							Second Line Control		14.50%	14.50%		
398							TouchTone		14.50%	14.50%		
399							Voice Dial		14.50%	14.50%		
400							Warm Line		14.50%	14.50%		
401												
402					2	Data Services						
403							Gigabit Ethernet Metropolitan Area Network (GigaMAN)		14.50%	14.50%		
404							PBX Trunks		14.50%	14.50%		
405							Multit-Service Optical Network (MON)		14.50%	14.50%		
406							OCn-PTP		14.50%	14.50%		
407							DS3		14.50%	14.50%		
408												
409					2	ISDN						
410							Digilinesm (ISDN BRI)		14.50%	14.50%		
411							Select Video Plus®		14.50%	14.50%		
412							Smart Trunksm (ISDN PRI)		14.50%	14.50%		
413							SuperTrunk		14.50%	14.50%		
414												

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415					2	TOLL						
416							IntraLata MTS		14.50%	14.50%		
417							MaxiMizer 800®		14.50%	14.50%		
418							OutWATS		14.50%	14.50%		
419							800 Service		14.50%	14.50%		
420												
421					2	OPTIONAL TOLL CALLING PLANS						
422							1+ SAVERsm		14.50%	14.50%		
423							Designated Number Service (1+SAVER Directsm)		14.50%	14.50%		
424							Circle Saver		14.50%	14.50%		
425							Circle Saver Trial Plan (Fort Smith Lata Only)		14.50%	14.50%		
426							Community Calling Service		14.50%	14.50%		
427							Extended Community Saver		14.50%	14.50%		
428												
429					2	PLEXAR®						
430							Plexar I®		14.50%	14.50%		
431							Plexar II®		14.50%	14.50%		
432												
433					2	PRIVATE LINE						
434							Analog Private Lines		14.50%	14.50%		
435							Announcement Distribution Services		14.50%	14.50%		
436							DOVLink		14.50%	14.50%		
437							Foreign Exchange Service		14.50%	14.50%		
438							Foreign Serving Office		14.50%	14.50%		
439							Frame Relay		14.50%	14.50%		
440							Group Alerting Services		14.50%	14.50%		
441							MegaLink I®		14.50%	14.50%		
442							MegaLink II®		14.50%	14.50%		
443							MegaLink III®		14.50%	14.50%		
444							MicroLink I®		14.50%	14.50%		
445							MicroLink II®		14.50%	14.50%		
446							Public Response Calling Service		0.145	\$ 0.14		
447												
448					1	RESIDENCE						
449					2	LOCAL EXCHANGE SERVICE						
450							Life Line and Link Up America Services		14.50%	14.50%		
451							Residence 1 Party		14.50%	14.50%		
452							Residence Measured		14.50%	14.50%		
453							Service Connections, Moves and Changes		14.50%	14.50%		
454												
455					2	EXPANDED LOCAL CALLING						
456							Expanded Local Calling (Mandatory)		14.50%	14.50%		
457							MetroPlus		14.50%	14.50%		
458												
459					2	VERTICAL SERVICES						
460							Auto Redial		14.50%	14.50%		
461							Call Blocker		14.50%	14.50%		
462							Call Forwarding		14.50%	14.50%		
463							Call Forwarding - Busy Line		14.50%	14.50%		
464							Call Forwarding - Busy Line/Don't Answer		14.50%	14.50%		
465							Call Forwarding - Don't Answer		14.50%	14.50%		
466							Call Return		14.50%	14.50%		
467							Call Trace		14.50%	14.50%		
468							Call Waiting		14.50%	14.50%		
469							Calling Name		14.50%	14.50%		
470							Calling Number		14.50%	14.50%		
471							ComCall®		14.50%	14.50%		
472							Personalized Ring (1 dependent number)		14.50%	14.50%		

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473							Personalized Ring (2 dependent numbers - 1st number)		14.50%	14.50%		
474							Personalized Ring (2 dependent numbers - 2nd number)		14.50%	14.50%		
475							Priority Call	\$	0.145	\$	0.14	
476							Remote Access to Call Forwarding	\$	0.14	\$	0.14	
477							Selective Call Forwarding	\$	0.14	\$	0.14	
478							Simultaneous Call Forwarding	\$	0.14	\$	0.14	
479							Speed Calling	\$	0.14	\$	0.14	
480							Three Way Calling	\$	0.14	\$	0.14	
481												
482					2	ISDN						
483							Digiline	\$	0.145	\$	0.14	
484												
485					2	OTHER						
486							Bundled Telecommunications Services (e.g., the Works)		14.5%	14.5%		
487							Conference Telephone Service		14.5%	14.5%		
488							Customer Alerting Enablement		14.5%	14.5%		
489							Grandfathered Services		14.5%	14.5%		
490							Hot Line		14.5%	14.5%		
491							Improved Transmission		14.5%	14.5%		
492							Intercept Referral Service		14.5%	14.5%		
493							Local Operator Assistance Service		14.5%	14.5%		
494							Promotions (Greater than 90 days)		14.5%	14.5%		
495							Preferred Number Service		14.5%	14.5%		
496							Second Line Control		14.5%	14.5%		
497							TouchTone		14.5%	14.5%		
498							Voice Dial		14.5%	14.5%		
499							Warm Line		14.5%	14.5%		
500												
501					1	OTHER (Resale)						
502					2	DIRECTORY ASSISTANCE SERVICES			14.5%	14.5%		
503							Nationwide Listing Services (NLS)		14.5%	14.5%		
504												
505					2	TOLL						
506							Home 800sm		14.5%	14.5%		
507							IntraLATA MTS		14.5%	14.5%		
508							WATS		14.5%	14.5%		
509												
510					2	OPTIONAL TOLL CALLING PLANS						
511							1+ SAVERsm		14.5%	14.5%		
512							Designated Number Service (1+SAVER Directsm)		14.5%	14.5%		
513							Circle Saver		14.5%	14.5%		
514							Circle Saver Trial Plan (Fort Smith Lata Only)		14.5%	14.5%		
515							Community Calling Service		14.5%	14.5%		
516							Extended Community Saver		14.5%	14.5%		
517							900 Call Restriction		14.5%	14.5%		
518							Access Services		0.0%	0.0%		
519							Additional Directory Listings		14.5%	14.5%		
520							Bill Plus		5.0%	5.0%		
521							Company Initiated Suspension Service		0.0%	0.0%		
522							Connections with Terminal Equipment and Communications Equipment		0.0%	0.0%		
523							Consolidated Billing		5.0%	5.0%		
524							Construction Charges		0.0%	0.0%		
525							Customer Initiated Suspension Service		0.0%	0.0%		
526							Exchange Connection Service		0.0%	0.0%		

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527							Joint User Service		0.0%	0.0%		
528							Maintenance of Service Charges		0.0%	0.0%		
529							Plexar Custom®		0.0%	0.0%		
530							Prepaid Calling Cards		14.5%	14.5%		
531							Telecommunications Service Priority Systems		0.0%	0.0%		
532							Toll Billing Exception (Billed Number Screen)		14.5%	14.5%		
533							Toll Restriction		14.5%	14.5%		
534							Wireless Carrier Interconnection Services		0.0%	0.0%		
535												
536					2	Electronic Billing Information Data (daily usage) per message			\$ 0.003	NA	NA	
537												
538					2	Simple conversion charge per billable number			NA	\$ 25.00	NA	
539					2	Electronic conversion orders per billable number			NA	\$ 5.00	NA	
540					2	Complex conversion orders per billable number			NA	\$ 125.00	NA	
541												
542					2	SBC Arkansas transmittal of CLEC end-user listing to 3rd party pub, per occurrence, per dir publisher			NA	\$ 100.00	NA	
543												
544					2	OS/DA						
545					3	Branding - Resellers						
546							- Initial Load	NRBDG	NA	\$ 1,800.00	NA	
547							- Subsequent Load	NRBDG	NA	\$ 1,800.00	NA	
548							- Per Call	ZZUCB	\$ 0.025	NA	NA	
549					3	Rate Reference - Resellers						
550							- Initial Load	NRBDL	NA	\$ 2,200.00	NA	
551							- Subsequent Load	NRBDM	NA	\$ 1,000.00	NA	

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Directory White Pages Price Sheet				
Directory			Price per single sided informational page	
Little Rock			\$964.44	
Ashdown			\$178.60	
Batesville			\$178.60	
Benton			\$178.60	
Blytheville			\$178.60	
Conway			\$178.60	
El Dorado			\$178.60	
Eureka Springs			\$178.60	
Fayetteville			\$178.60	
Forrest City			\$178.60	
Fort Smith			\$178.60	
Haber Springs			\$178.60	
Helena			\$178.60	
Hope			\$178.60	
Hot Springs			\$178.60	
Jonesboro			\$178.60	
Lonoke			\$178.60	
Mena			\$178.60	
Monticello			\$178.60	
Nashville			\$178.60	
Newport			\$178.60	
Osceola			\$178.60	
Pine Bluff			\$178.60	
Searcy			\$178.60	
Warren			\$178.60	
West Memphis			\$178.60	
Brinkley			\$61.59	
Hamburg			\$61.59	
Lake Village			\$61.59	

**APPENDIX
PERFORMANCE MEASUREMENTS
(SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC ARKANSAS, SBC KANSAS, SBC
MISSOURI, SBC OKLAHOMA AND/OR SBC
TEXAS
- COMMISSION ORDERED)**

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 As used herein, the term “Service Bureau Provider” means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC’s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC SOUTHWEST REGION 5-STATE** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.
- 1.6 **SBC SOUTHWEST REGION 5-STATE**’s agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **SBC SOUTHWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **SBC SOUTHWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **SBC SOUTHWEST REGION 5-STATE**’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that **SBC SOUTHWEST REGION 5-STATE**’s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

APPENDIX PRICING (CALIFORNIA)

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APPENDIX PRICING (CALIFORNIA)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement, including but not limited to the term "Lawful UNE" as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies one or more Commission-established Rates in any decision, order, resolution, or other ruling of general applicability ("Order") to the Interconnection, Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (*i.e.* not an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such Order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement, unless otherwise provided for by said Commission or FCC Order. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, unless otherwise provided for by Commission or FCC Order, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval, unless otherwise provided for by the Commission or FCC Order. In addition, unless otherwise provided for by the Commission or FCC Order, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such Order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the Order.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an Order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply notwithstanding the issuance of that Ruling, unless otherwise provided for by the Order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the Order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply on a prospective basis only. Further, the Parties shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment, absent a Ruling to the contrary.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective Agreement between the Parties at the time the Order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission).
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may have been deemed interim rates by the Commission ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement unless otherwise provided for by the Commission. Following such Rate Notice, and without the need for any formal amendment or further Commission action, **SBC CALIFORNIA** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Rate Notice, unless otherwise provided for by the Commission. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such replacement and submit such amendment to the Commission for approval, unless otherwise provided for by the Commission.

- 1.6.1 If the Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **SBC CALIFORNIA** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith, unless otherwise provided for by the Commission.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to a Commission order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply notwithstanding the issuance of that order, unless otherwise provided for by the Commission.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the Commission order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply on a prospective basis only unless otherwise provided for by the Commission. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment, unless otherwise provided for by the Commission.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective Agreement between the Parties at the time the Commission order became effective, either Party may still give a Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission).
- 1.7 The Parties acknowledge that, the California Public Utilities Commission ("CPUC") established rates for certain Unbundled Network Elements ("UNE") in the Open Architecture Network And Design ("OANAD") Proceeding. The Parties further acknowledge that the CPUC established certain UNE rates in D. 99-011-50, some of which were subsequently modified by the CPUC's decisions in D. 02-05-042, D. 02-09-052 and D. 03-07-023. Pursuant to the terms of D. 02-05-042, D. 02-09-052, and D. 03-07-023, certain UNE rates were modified on an interim basis and are subject to retroactive true up pending a final decision by the CPUC in its Proceeding No. A. 01-02-024/A.01-02-035, *et. seq.*, approving final recurring rates in the 2001/2002 Consolidated UNE Reexamination Proceeding ("2001/2002 UNE Reexamination Proceeding"). Other UNE rates, including non-recurring rates, are final (*i.e.*, non-interim) rates which may be subject to modification but not subject to true-up. Unless otherwise provided by the CPUC, all interim and final UNE rates set forth in this Agreement shall be automatically replaced and superseded by the final rates established by the CPUC as of the implementation date established by the Commission's decision in the 2001/2002 UNE Reexamination Proceeding, subject to any appeals and associated review.
- 1.8 Notice to Adopting CLECs
- Notwithstanding anything to the contrary in this Appendix and Agreement including, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC CALIFORNIA** and the Adopting CLEC (*i.e.*, following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.9 The following defines the zones found in this Appendix Pricing:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: Schedule CAL P.U.C. #A5, Network and Exchange Services, A5, Section 5.1
B	See: Schedule CAL P.U.C. #A5, Network and Exchange Services, A5, Section 5.1
C	See: Schedule CAL P.U.C. #A5, Network and Exchange Services, A5, Section 5.1

1.10 **SBC CALIFORNIA**'s obligation to provide Interconnection, Lawful Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC CALIFORNIA** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC CALIFORNIA** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

1.10.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC CALIFORNIA**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC CALIFORNIA**'s current generic contract rate for the Product or Service, set forth in **SBC CALIFORNIA**'s applicable state-specific generic pricing schedule as published on **SBC CALIFORNIA**'s CLEC website; or

1.10.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.10.1, above, and **SBC CALIFORNIA** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.10.

1.11 Establishment of "TBD" Rates

When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC CALIFORNIA** for that Product or Service and incorporated into **SBC CALIFORNIA**'s current state-specific generic pricing schedule as published on **SBC CALIFORNIA**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC CALIFORNIA** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission

action. SBC CALIFORNIA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC CALIFORNIA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

- 1.11.1 SBC CALIFORNIA's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC CALIFORNIA's right to charge and collect payment for such Products and/or Services.

2. BILLING TIMELINES

- 2.1 All prices for monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in SBC CALIFORNIA's Carrier Access Billing System (CABS).
- 2.2 Any change of prices for MRCs and NRCs adopted by the CPUC subsequent to the effective date of this agreement may take a substantial period of time from the date of the final order to implement in CABS and shall comply with any Commission timeline.
- 2.3 Until such time as the prices are implemented in CABS under Section 2.1 or 2.2 above, SBC CALIFORNIA may continue to bill at the established prices contained within the most recent prior interconnection agreement between the Parties, if any. If there is no prior interconnection agreement between the Parties, SBC CALIFORNIA shall bill at the prices SBC CALIFORNIA is currently billing one (1) or more of its other CLEC End Users that, in SBC CALIFORNIA's good faith judgment, most closely match the prices applicable hereunder.
- 2.4 Due to this billing implementation time period, a retroactive true up of all such prices, without interest, will be due upon implementation of the new billing. These true ups will be excluded from billing performance results.
- 2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix Lawful UNEs (or any other Appendix) which is not specifically listed herein or therein, SBC CALIFORNIA and CLEC will negotiate a price and amend the Agreement to incorporate such price.

3. RECURRING CHARGES

- 3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Other, Resale, Other (Resale), and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for Network Elements provided under the Bona Fide Request (BFR) process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 3.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such completed calls until such time as SBC CALIFORNIA is able to bill on a per attempt basis.
- 3.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SBC CALIFORNIA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC

- No 4. When the calculation results in a fraction of a mile, **SBC CALIFORNIA** will round up to the next whole mile before determining the mileage and applying rates.
- 3.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

4. NONRECURRING CHARGES

- 4.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 4.2 Consistent with CFR 51.307(d), there are nonrecurring charges for each Lawful UNE on the first connection on a CLEC order as well as separate nonrecurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 4.3 For Resale, when a CLEC converts or adds new service, an End User's existing service, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will apply.
- 4.4 The appropriate nonrecurring charges (Service Order Charges and Channel Charges) shall apply for each service request processed by **SBC CALIFORNIA**, including but not limited to the following:
- 4.4.1 Installation (Service Order Connect Charge and Channel Connect Charge);
 - 4.4.2 Disconnection (Service Order Disconnect Charge and Channel Disconnect Charge);
 - 4.4.3 Rearrangement/modification (Service Order Change Charge and Channel Change Charge);
 - 4.4.4 Record Order (Service Order Record Charge and Channel Record Charge).
- 4.5 Some items, which must be individually charged, are billed as nonrecurring charges.
- 4.6 Time and Material charges (a.k.a. additional labor charges) are defined in **SBC CALIFORNIA**'s Tariff Schedule Cal P.U.C. No.175-T.
- 4.7 Where NRC rates are not being addressed in OANAD, the NRC rate is listed on the MRC Pricing Table under the NRC column. The NRC rates that are being addressed in OANAD are identified on the MRC Rate Table under the NRC column with an "at" sign (@) indicating to please see the NRC Rate Table for rates.

5. BILLING

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

	Notes	NON-RECURRING												
		Connect	USOC	Disconnect	Service Order		Change	USOC	Record	USOC	Channel			
					USOC						Connect	Disconnect	Change	Record
<i>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</i>														
CROSS CONNECT														
EISCC - DS0 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	XOX15, HOX15	\$3.29	XOX18, HOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
EISCC - DS0 - INITIAL (MECHANIZED)	/1/	\$0.16	MOX15	\$0.16	MOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
EISCC - DS0 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	XOX15, HOX15	\$0.81	XOX18, HOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
EISCC - DS0 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX15	\$0.00	MOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
EISCC - DS1 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08		\$3.29		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
EISCC - DS1 - INITIAL (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
EISCC - DS1 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81		\$0.81		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
EISCC - DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
EISCC - DS3 - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	CDS3S, HOX82	\$3.29	CDS3D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
EISCC - DS3 - INITIAL (MECHANIZED)	/1/	\$0.16	MOX82	\$0.16	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
EISCC - DS3 - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	CDS3S, HOX82	\$0.81	CDS3D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
EISCC - DS3 - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$2.08	XOX5O, HOX5O	\$3.29	XOX52, HOX52	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
UNBUNDLED SERVICE CROSS CONNECT (DS0) - INITIAL (MECHANIZED)	/1/	\$0.16	MOX5O	\$0.16	MOX52	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$0.81	XOX5O, HOX5O	\$0.81	XOX52, HOX52	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
UNBUNDLED SERVICE CROSS CONNECT (DS0) - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
MULTIPLEXING														
MULTIPLEXING DS1/DS0 (CESAR/LEX - SIMPLE)	/1/	\$4.05	MQ1UC, HOX91	\$4.05	MQ1UD, HOX99	\$0.00		\$0.00		\$80.12	\$36.13	\$0.00	\$0.00	
MULTIPLEXING DS1/DS0 (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.00		\$0.00		\$80.12	\$36.13	\$0.00	\$0.00	
MULTIPLEXING DS3/DS1 (CESAR/LEX - SIMPLE)	/1/	\$4.05	MQ3UC, HOX91	\$4.05	MQ3UD, HOX99	\$0.00		\$0.00		\$84.17	\$36.32	\$0.00	\$0.00	
MULTIPLEXING DS3/DS1 (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.00		\$0.00		\$84.17	\$36.32	\$0.00	\$0.00	
INTEROFFICE TRANSMISSION FACILITIES (IOF) DEDICATED TRANSPORT														
DIGITAL DEDICATED TRANSPORT DS1 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	HOX88	\$44.91	HOX98	\$0.00		\$42.48	HOCH3	\$67.62	\$35.81	\$0.00	\$0.00	
DIGITAL DEDICATED TRANSPORT DS1 - INITIAL (CESR/LEX - COMPLEX)	/1/	\$46.65	1L5UC	\$18.81	1L5UD	\$0.00		\$14.77	SOCH3	\$67.62	\$35.81	\$0.00	\$0.00	
DIGITAL DEDICATED TRANSPORT DS1 - INITIAL (MECHANIZED)	/1/	\$0.73	MOX88	\$0.73	MOX98	\$0.00		\$0.00		\$67.62	\$35.81	\$0.00	\$0.00	
DIGITAL DEDICATED TRANSPORT DS1 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	HOX88	\$2.43	HOX98	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00	
DIGITAL DEDICATED TRANSPORT DS1 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	1L5UC	\$2.43	1L5UD	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00	
DIGITAL DEDICATED TRANSPORT DS1 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX88	\$0.00	MOX98	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00	
DIGITAL DEDICATED TRANSPORT DS3 - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$72.75	HOX88	\$44.91	HOX98	\$0.00		\$42.48	HOCH3	\$67.25	\$35.81	\$0.00	\$0.00	
DIGITAL DEDICATED TRANSPORT DS3 - INITIAL (CESR/LEX COMPLEX)	/1/	\$46.65	1L5UC	\$18.81	1L5UD	\$0.00		\$14.77	SOCH3	\$67.25	\$35.81	\$0.00	\$0.00	
DIGITAL DEDICATED TRANSPORT DS3 - INITIAL (MECHANIZED)	/1/	\$0.73	MOX88	\$0.73	MOX98	\$0.00		\$0.00		\$67.25	\$35.81	\$0.00	\$0.00	
DIGITAL DEDICATED TRANSPORT DS3 - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$5.66	HOX88	\$2.43	HOX98	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00	
DIGITAL DEDICATED TRANSPORT DS3 - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$5.66	1L5UC	\$2.43	1L5UD	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00	
DIGITAL DEDICATED TRANSPORT DS3 - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX88	\$0.00	MOX98	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00	

Pacific Bell Telephone Company d/b/a SBC CALIFORNIA
Non-Recurring
May 6, 2005

APPENDIX PRICING
SBC CA/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

	Notes	NON-RECURRING											
		Service Order								Channel			
		Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
<u>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</u>													
LINK	/1/												
4 WIRE - INITIAL (MANUAL/FAX - COMPLEX)	/1/	63.06	HOX55	\$49.90	HOX56	\$53.09	HOX57	\$47.50	HOCH7	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	XOX55	\$21.57	XOX56	\$24.00	XOX57	\$19.61	SOCH7	\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - INITIAL (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.16		\$0.00		\$28.84	\$10.41	\$11.40	\$0.00
4 WIRE - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	HOX55	\$3.64	HOX56	\$1.94	HOX57	\$0.00	HOCH7	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	XOX55	\$3.64	XOX56	\$1.94	XOX57	\$0.00	SOCH7	\$18.95	\$7.43	\$0.00	\$0.00
4 WIRE - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$18.95	\$7.43	\$0.00	\$0.00
ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$57.53	HOX12	\$48.94	HOX14	\$52.25	HOX13	\$47.42	HOCH2	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	XOX12	\$21.03	XOX14	\$24.33	XOX13	\$18.87	SOCH2	\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - INITIAL (MECHANIZED)	/1/	\$0.16	MOX12	\$0.16	MOX14	\$0.16	MOX13	\$0.00		\$18.66	\$8.54	\$15.43	\$0.00
ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	HOX12	\$1.85	HOX14	\$2.02	HOX13	\$0.00	HOCH2	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	/1/	\$3.24	XOX12	\$1.85	XOX14	\$2.02	XOX13	\$0.00	SOCH2	\$12.53	\$5.75	\$0.00	\$0.00
ASSURED - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX12	\$0.00	MOX14	\$0.00	MOX13	\$0.00		\$12.53	\$5.75	\$0.00	\$0.00
BASIC - INITIAL (MANUAL/FAX - SIMPLE)	/1/	\$57.53	HOX08	\$48.94	HOX10	\$52.25	HOX69	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (CESAR/LEX - SIMPLE)	/1/	\$29.93	XOX08	\$21.03	XOX10	\$24.33	XOX60	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
BASIC - INITIAL (MECHANIZED)	/1/	\$0.16	MOX08	\$0.16	MOX10	\$0.16	MOX69	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
BASIC - ADDITIONAL (MANUAL/FAX - SIMPLE)	/1/	\$3.24	HOX08	\$1.85	HOX10	\$2.02	HOX69	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (CESAR/LEX - SIMPLE))	/1/	\$3.24	XOX08	\$1.85	XOX10	\$2.02	XOX60	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
BASIC - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX08	\$0.00	MOX10	\$0.00	MOX69	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (CESAR/LEX - COMPLX)	/1/	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - INITIAL (MECHANIZED)	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$104.59	\$13.44	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 COPPER - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$58.25	\$10.73	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06		\$49.90		\$53.09		\$47.50		\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09		\$21.57		\$24.00		\$19.61		\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - INITIAL (MECHANIZED)	/1/	\$0.16		\$0.16		\$0.16		\$0.00		\$108.56	\$17.38	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69		\$3.64		\$1.94		\$0.00		\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69		\$3.64		\$1.94		\$0.00		\$61.00	\$14.67	\$0.00	\$0.00
DIGITAL DS1 FIBER - ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$61.00	\$14.67	\$0.00	\$0.00
ISDN LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - INITIAL (MECHANIZED)	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$18.55	\$8.57	\$15.50	\$0.00
ISDN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$12.67	\$5.68	\$0.00	\$0.00
ISDN LINK - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$12.67	\$5.68	\$0.00	\$0.00
PBX LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$57.53	HOX08	\$48.94	HOX10	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
PBX LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$29.93	XOX08	\$21.03	XOX10	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
PBX LINK - INITIAL (MECHANIZED)	/1/	\$0.16	MOX08	\$0.16	MOX10	\$0.16		\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
PBX LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.24	HOX08	\$1.85	HOX10	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
PBX LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.24	XOX08	\$1.85	XOX10	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
PBX LINK - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX08	\$0.00	MOX10	\$0.00		\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
COIN LINK - INITIAL (MANUAL/FAX - COMPLEX)	/1/	\$57.53	HOX08	\$48.94	HOX08	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
COIN LINK - INITIAL (CESAR/LEX - COMPLEX)	/1/	\$29.93	XOX08	\$21.03	XOX08	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
COIN LINK - INITIAL (MECHANIZED)	/1/	\$0.16	MOX08	\$0.16	MOX08	\$0.16		\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
COIN LINK - ADDITIONAL (MANUAL/FAX - COMPLEX)	/1/	\$3.24	HOX08	\$1.85	HOX08	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
COIN LINK - ADDITIONAL (CESAR/LEX - COMPLEX)	/1/	\$3.24	XOX08	\$1.85	XOX08	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
COIN LINK - ADDITIONAL (MECHANIZED)	/1/	\$0.00	MOX08	\$0.00	MOX08	\$0.00		\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
DS3 Loop - INITIAL (Manual)	/1/	\$72.75	HOX32	\$44.91	HOX34	\$0.00	HOX33	\$42.48	HOCH7	\$67.25	\$35.81	\$0.00	\$0.00
DS3 Loop - INITIAL (Cesar/LEX)	/1/	\$46.65	XOX32	\$18.81	XOX34	\$0.00	XOX33	\$14.77	SOCH7	\$67.25	\$35.81	\$0.00	\$0.00

	Notes	NON-RECURRING											
		Service Order								Channel			
		Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
<i>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</i>													
DS3 Loop - INITIAL (Mechanized))	/1/	\$0.73	MOX32	\$0.73	MOX34	\$0.00		\$0.00		\$67.25	\$35.81	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Manual)	/1/	\$5.66	HOX32	\$2.43	HOX34	\$0.00	HOX33	\$0.00	HOCH7	\$57.35	\$29.97	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Cesar/LEX)	/1/	\$5.66	XOX32	\$2.43	XOX34	\$0.00	XOX33	\$0.00	SOCH7	\$57.35	\$29.97	\$0.00	\$0.00
DS3 Loop - ADDITIONAL (Mechanized)	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$57.35	\$29.97	\$0.00	\$0.00
DSL CAPABLE LOOPS:													
2-Wire Digital Loop ISDN/IDSL													
Initial - manual/fax - complex	/1/	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$18.55	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$18.55	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.55	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$12.67	\$5.68	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$12.67	\$5.68	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.68	\$0.00	\$0.00
2-Wire xDSL Loop													
PSD #1 - 2-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
PSD #2 - 2-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	
PSD #3 - 2-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	
PSD #4 - 2-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
PSD #5 - 2-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	
PSD #7 - 2-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	
Initial - cesar/lex - complex	/1/	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$18.56	\$8.57	\$15.50	
Additional - manual/fax - complex	/1/	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	
Additional - cesar/lex - complex	/1/	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$12.67	\$5.77	\$0.00	
4-Wire xDSL Loop													

	Notes	NON-RECURRING											
		Service Order								Channel			
		Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
<u>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</u>													
PSD #3 - 4-Wire xDSL Loop													
Initial - manual/fax - complex	/1/	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$28.84	\$10.41	\$11.40	\$0.00
Initial - cesar/lex - complex	/1/	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$28.84	\$10.41	\$11.40	\$0.00
Initial - mechanized	/1/	\$0.16	MOX32	\$0.16	MOX34	\$0.16	MOX33	\$0.00		\$28.84	\$10.41	\$11.40	\$0.00
Additional - manual/fax - complex	/1/	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$18.95	\$7.43	\$0.00	\$0.00
Additional - cesar/lex - complex	/1/	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$18.95	\$7.43	\$0.00	\$0.00
Additional - mechanized	/1/	\$0.00	MOX32	\$0.00	MOX34	\$0.00	MOX33	\$0.00		\$18.95	\$7.43	\$0.00	\$0.00
NETWORK INTERFACE DEVICE (NID)													
NID TO NID CROSSCONNECT - SIMPLE (MANUAL/FAX SIMPLE/COMPLEX)	/1/	\$46.53	HSNID	\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (CESAR/LEX - (SIMPLE/COMPLEX))	/1/	\$17.73	PSNID	\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - SIMPLE (MECHANIZED)	/1/	\$0.16		\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MANUAL/FAX - (SIMPLE/COMPLEX))	/1/	\$46.53	HCNID	\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (CESAR/LEX)	/1/	\$17.73	PCNID	\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX INITIAL (MECHANIZED)	/1/	\$0.16		\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MANUAL/FAX -	/1/	\$0.00	HCNID	\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (CESAR/LEX -)	/1/	\$0.00	PCNID	\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
NID TO NID CROSSCONNECT - COMPLEX ADDITIONAL (MECHANIZED)	/1/	\$0.00		\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00

/1/ The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Old Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
<i>This Pricing Appendix contains certain recurring rates established with final rates in D. 05-03-026.</i>						
NETWORK ELEMENTS		NETWORK INTERFACE				
NETWORK INTERFACE DEVICE (NID)		DEVICE (NID)			NRC Initial	NRC Additional
NID Interface		NID to NID Crossconnect	/2/	NRO	@	@
NID Premise Visit		NID to NID Crossconnect	/2/	NRO	@	@
LOOPS		LINKS				
2-Wire Analog Zone 1	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 9.48	@	@
2-Wire Analog Zone 2	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 12.79	@	@
2-Wire Analog Zone 3	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 26.43	@	@
2-Wire Analog Statewide /1/	LKB/LKBAA, AELKB, AELKA	Basic or Assured Link - 2 Wire	/2/	\$ 11.73	@	@
4-Wire Analog Zone 1	LK4WA	4-Wire Link	/2/	\$ 20.15	@	@
4-Wire Analog Zone 2	LK4WA	4-Wire Link	/2/	\$ 24.38	@	@
4-Wire Analog Zone 3	LK4WA	4-Wire Link	/2/	\$ 36.41	@	@
4-Wire Analog Statewide /1/	LK4WA	4-Wire Link	/2/	\$ 22.41	@	@
4-Wire - CO Facility Interface Connection	3F74X	4-Wire - CO Facility Interface Connection	/2/	\$ 3.06	@	@
2-wire Digital Zone 1	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 9.98	@	@
2-wire Digital Zone 2	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 13.34	@	@
2-wire Digital Zone 3	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 27.01	@	@
2-wire Digital Statewide /1/	LKB2Q/LKB3Q/U2Q/U3Q	Basic - 2 Wire + ISDN Option	/2/	\$ 12.25	@	@
DS1 Loop Zone 1	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 48.67	@	@
DS1 Loop Zone 2	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 63.19	@	@
DS1 Loop Zone 3	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 102.76	@	@
DS1 Loop Statewide /1/	LKC4W	Digital 1.544 MBPS DS-1	/2/	\$ 56.57	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 1	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.13	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 2	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.10	@	@
PBX Option (in addition to regular 2-Wire loop charges) Zone 3	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 0.94	@	@
PBX Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKBRC/LKP/LKPAA	PBX Loop Option	/2/	\$ 1.11	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 1	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.60	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 2	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.58	@	@
Coin Option (in addition to regular 2-Wire loop charges) Zone 3	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.50	@	@
Coin Option (in addition to regular 2-Wire loop charges) Statewide /1/	LKDBO/LKDTO	Coin Loop Option	/2/	\$ 0.59	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 1	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.50	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 2	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.54	@	@
ISDN Option (in addition to regular 2-wire loop charges) Zone 3	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.58	@	@
ISDN Option (in addition to regular 2-wire loop charges) Statewide /1/	See 2 wire digital	ISDN Loop Option	/2/	\$ 0.52	@	@
DS3 Loop						
Zone 1	U4D3X		/2/	\$ 474.73	@	@
Zone 2	U4D3X		/2/	\$ 702.79	@	@
Zone 3	U4D3X		/2/	\$ 1,388.30	@	@
Statewide	U4D3X		/2/	\$ 563.73	@	@
IDSL Capable Loop Option						
Zone 1		Basic - 2 Wire + ISDN Option	/2/	\$ 9.98	@	@
Zone 2		Basic - 2 Wire + ISDN Option	/2/	\$ 13.34	@	@
Zone 3		Basic - 2 Wire + ISDN Option	/2/	\$ 27.01	@	@
Statewide		Basic - 2 Wire + ISDN Option	/2/	\$ 12.25	@	@
DSL Capable Loops:						
2-Wire xDSL Loop						
PSD #1 - 2-Wire xDSL Loop Zone 1	2SLAX	N/A	/2/	\$ 9.48	@	@
PSD #1 - 2-Wire xDSL Loop Zone 2	2SLAX	N/A	/2/	\$ 12.79	@	@
PSD #1 - 2-Wire xDSL Loop Zone 3	2SLAX	N/A	/2/	\$ 26.43	@	@
PSD #1 - 2-Wire xDSL Loop Statewide /1/	2SLAX	N/A	/2/	\$ 11.73	@	@
PSD #2 - 2-Wire xDSL Loop Zone 1	2SLBX	N/A	/2/	\$ 9.48	@	@
PSD #2 - 2-Wire xDSL Loop Zone 2	2SLBX	N/A	/2/	\$ 12.79	@	@
PSD #2 - 2-Wire xDSL Loop Zone 3	2SLBX	N/A	/2/	\$ 26.43	@	@
PSD #2 - 2-Wire xDSL Loop Statewide /1/	2SLBX	N/A	/2/	\$ 11.73	@	@
PSD #3 - 2-Wire xDSL Loop Zone 1	2SLCX	N/A	/2/	\$ 9.48	@	@
PSD #3 - 2-Wire xDSL Loop Zone 2	2SLCX	N/A	/2/	\$ 12.79	@	@
PSD #3 - 2-Wire xDSL Loop Zone 3	2SLCX	N/A	/2/	\$ 26.43	@	@
PSD #3 - 2-Wire xDSL Loop Statewide /1/	2SLCX	N/A	/2/	\$ 11.73	@	@
PSD #4 - 2-Wire xDSL Loop Zone 1	2SLDX	N/A	/2/	\$ 9.48	@	@
PSD #4 - 2-Wire xDSL Loop Zone 2	2SLDX	N/A	/2/	\$ 12.79	@	@
PSD #4 - 2-Wire xDSL Loop Zone 3	2SLDX	N/A	/2/	\$ 26.43	@	@
PSD #4 - 2-Wire xDSL Loop Statewide /1/	2SLDX	N/A	/2/	\$ 11.73	@	@
PSD #5 - 2-Wire xDSL Loop Zone 1	U2F	N/A	/2/	\$ 9.48	@	@
PSD #5 - 2-Wire xDSL Loop Zone 2	U2F	N/A	/2/	\$ 12.79	@	@
PSD #5 - 2-Wire xDSL Loop Zone 3	U2F	N/A	/2/	\$ 26.43	@	@
PSD #5 - 2-Wire xDSL Loop Statewide /1/	U2F	N/A	/2/	\$ 11.73	@	@
PSD #7 - 2-Wire xDSL Loop Zone 1	2SLFX	N/A	/2/	\$ 9.48	@	@
PSD #7 - 2-Wire xDSL Loop Zone 2	2SLFX	N/A	/2/	\$ 12.79	@	@
PSD #7 - 2-Wire xDSL Loop Zone 3	2SLFX	N/A	/2/	\$ 26.43	@	@
PSD #7 - 2-Wire xDSL Loop Statewide /1/	2SLFX	N/A	/2/	\$ 11.73	@	@
4-Wire xDSL Loop						
PSD #3 - 4-Wire xDSL Loop Zone 1	4SL1X	N/A	/2/	\$ 20.15	@	@
PSD #3 - 4-Wire xDSL Loop Zone 2	4SL1X	N/A	/2/	\$ 24.38	@	@
PSD #3 - 4-Wire xDSL Loop Zone 3	4SL1X	N/A	/2/	\$ 36.41	@	@
PSD #3 - 4-Wire xDSL Loop Statewide /1/	4SL1X	N/A	/2/	\$ 22.41	@	@
LST						
LST performed on CODSLAM Loop	URCLD	N/A		N/A	\$203.04	N/A
LST performed on Sub Loop	URCLB	N/A		N/A	\$176.71	N/A
Loop Qualification Process						
Loop Qualification Process - Mechanized	NR98U	N/A		N/A	\$ 0.10	N/A
Loop Qualification Process - Manual	NRBXU	N/A		N/A	TBD	N/A
DSL Conditioning Options						
Removal of Repeaters	NRBXV	N/A		N/A	\$ 246.30	\$ 21.17
Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	NRBNL	N/A		N/A	\$ 246.30	\$ 21.17
Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	NRBNP	N/A		N/A	\$ 81.06	\$ 21.17
Removal of Bridged Taps and Repeaters	NRBXH	N/A		N/A	\$ 787.66	\$ 56.06

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Old Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
Incremental Removal of Bridged Taps and Repeaters (> than 17.5Kft. Same location/same cable)	NRBTW	N/A		N/A	\$ 506.31	\$ 38.61
Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	NRBTW	N/A		N/A	\$ 177.15	\$ 38.61
Removal of Bridged Taps	NRBXW	N/A		N/A	\$ 588.17	\$ 34.89
Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	NRBNK	N/A		N/A	\$ 294.08	\$ 17.44
Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	NRBNN	N/A		N/A	\$ 96.10	\$ 17.44
Removal of Bridged Taps and Load Coils	NRBXF	N/A		N/A	\$ 1,321.41	\$ 64.10
Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	NRBM8	N/A		N/A	\$ 534.25	\$ 26.78
Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	NRBM9	N/A		N/A	\$ 197.66	\$ 26.78
Removal of Load Coils	NRBXZ	N/A		N/A	\$ 780.05	\$ 29.22
Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	NRBNJ	N/A		N/A	\$ 260.02	\$ 9.34
Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	NRBNH	N/A		N/A	\$ 101.56	\$ 9.34
Remove All Bridged Tap (RABT) - MMP						
Removal of non-excessive bridged tap DSL loops >0Kft. And	NRMRJ	N/A		N/A	\$ 295.60	
Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A		N/A	\$ 765.21	
Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	N/A		N/A	\$ 295.60	
Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	N/A		N/A	\$ 295.60	
SUB-LOOPS						
ECS to SAI sub-loop						NRC
2 Wire Analog	U6LSA	N/A		\$ 0.89	N/A	N/A
4 Wire Analog	U6LSA	N/A		\$ 5.73	N/A	N/A
2 Wire DSL	U6LSA	N/A		\$ 0.89	N/A	N/A
4 Wire DSL	U6LSA	N/A		\$ 5.73	N/A	N/A
ECS to Terminal sub-loop						
2 Wire Analog	U6LSB	N/A		\$ 4.92	N/A	N/A
4 Wire Analog	U6LSB	N/A		\$ 13.08	N/A	N/A
2 Wire DSL	U6LSB	N/A		\$ 4.92	N/A	N/A
4 Wire DSL	U6LSB	N/A		\$ 13.08	N/A	N/A
ECS to NID sub-loop						
2 Wire Analog	U6LSC	N/A		\$ 6.67	N/A	N/A
4 Wire Analog	U6LSC	N/A		\$ 19.52	N/A	N/A
2 Wire DSL	U6LSC	N/A		\$ 6.67	N/A	N/A
4 Wire DSL	U6LSC	N/A		\$ 19.52	N/A	N/A
SAI to Terminal sub-loop						
2 Wire Analog	U6LSS	N/A		\$ 4.92	N/A	N/A
4 Wire Analog	U6LSS	N/A		\$ 13.08	N/A	N/A
2 Wire DSL	U6LSS	N/A		\$ 4.92	N/A	N/A
4 Wire DSL	U6LSS	N/A		\$ 13.08	N/A	N/A
SAI to NID sub-loop						
2 Wire Analog	U6LST	N/A		\$ 6.67	N/A	N/A
4 Wire Analog	U6LST	N/A		\$ 19.52	N/A	N/A
2 Wire DSL	U6LST	N/A		\$ 6.67	N/A	N/A
4 Wire DSL	U6LST	N/A		\$ 19.52	N/A	N/A
Terminal to NID sub-loop						
2 Wire Analog	U6LSU	N/A		\$ 2.96	N/A	N/A
4 Wire Analog	U6LSU	N/A		\$ 8.25	N/A	N/A
2 Wire DSL	U6LSU	N/A		\$ 2.96	N/A	N/A
4 Wire DSL	U6LSU	N/A		\$ 8.25	N/A	N/A
SUB-LOOP Non-Recurring Charges						
2-Wire DSL - Simple					NRC Initial	NRC Additional
Crossconnects, per line - (MANUAL/FAX)	UCSC1	N/A		N/A	\$ 271.57	\$ 77.49
Crossconnects, per line - (CESAR/LEX)	UCSC2	N/A		N/A	\$ 207.30	\$ 77.49
Crossconnects, per line - (MECHANIZED)	UCSC3	N/A		N/A	\$ 148.69	\$ 71.59
2-Wire DSL - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCSC4	N/A		N/A	\$ 242.79	\$ 53.85
Crossconnects, per line - (CESAR/LEX)	UCSC5	N/A		N/A	\$ 178.52	\$ 53.85
Crossconnects, per line - (MECHANIZED)	UCSC6	N/A		N/A	\$ 119.91	\$ 47.96
2-Wire Analog - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCSC1	N/A		N/A	\$ 271.57	\$ 77.49
Crossconnects, per line - (CESAR/LEX)	UCSC2	N/A		N/A	\$ 207.30	\$ 77.49
Crossconnects, per line - (MECHANIZED)	UCSC3	N/A		N/A	\$ 148.69	\$ 71.59
2-Wire Analog - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCSC4	N/A		N/A	\$ 242.79	\$ 53.85
Crossconnects, per line - (CESAR/LEX)	UCSC5	N/A		N/A	\$ 178.52	\$ 53.85
Crossconnects, per line - (MECHANIZED)	UCSC6	N/A		N/A	\$ 119.91	\$ 47.96
2-Wire ISDN - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCSC1	N/A		N/A	\$ 247.58	\$ 64.64
Crossconnects, per line - (CESAR/LEX)	UCSC2	N/A		N/A	\$ 182.41	\$ 64.64
Crossconnects, per line - (MECHANIZED)	UCSC3	N/A		N/A	\$ 117.17	\$ 56.16
2-Wire ISDN - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCSC4	N/A		N/A	\$ 250.32	\$ 56.45
Crossconnects, per line - (CESAR/LEX)	UCSC5	N/A		N/A	\$ 185.15	\$ 56.45
Crossconnects, per line - (MECHANIZED)	UCSC6	N/A		N/A	\$ 119.91	\$ 47.96
4-Wire DSL - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		N/A	\$ 332.25	\$ 97.04
Crossconnects, per line - (CESAR/LEX)	UCNC2	N/A		N/A	\$ 267.07	\$ 97.04
Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		N/A	\$ 201.84	\$ 88.55
4-Wire DSL - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		N/A	\$ 310.64	\$ 69.07
Crossconnects, per line - (CESAR/LEX)	UCNC5	N/A		N/A	\$ 245.47	\$ 69.07
Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		N/A	\$ 180.23	\$ 60.59
4-Wire Analog - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		N/A	\$ 332.25	\$ 97.04
Crossconnects, per line - (CESAR/LEX)	UCNC2	N/A		N/A	\$ 267.07	\$ 97.04
Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		N/A	\$ 201.84	\$ 88.55
4-Wire Analog - Complex						
Crossconnects, per line - (MANUAL/FAX)	UCNC4	N/A		N/A	\$ 310.64	\$ 69.07
Crossconnects, per line - (CESAR/LEX)	UCNC5	N/A		N/A	\$ 220.49	\$ 69.07
Crossconnects, per line - (MECHANIZED)	UCNC6	N/A		N/A	\$ 180.23	\$ 60.59
DS1 Copper - Simple						
Crossconnects, per line - (MANUAL/FAX)	UCNC1	N/A		N/A	\$ 362.76	\$ 142.02
Crossconnects, per line - (CESAR/LEX)	UCNC2	N/A		N/A	\$ 302.57	\$ 142.02
Crossconnects, per line - (MECHANIZED)	UCNC3	N/A		N/A	\$ 223.55	\$ 132.66

				Notes	Old Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
GENERIC TERMINOLOGY		USOC	OANAD TERMINOLOGY				
DS1 Copper - Complex							
Crossconnects, per line - (MANUAL/FAX)		UCNC4	N/A		N/A	\$ 318.69	\$ 90.56
Crossconnects, per line - (CESAR/LEX)		UCNC5	N/A		N/A	\$ 258.50	\$ 90.56
Crossconnects, per line - (MECHANIZED)		UCNC6	N/A		N/A	\$ 179.48	\$ 81.19
DS1 Fiber - Simple							
Crossconnects, per line - (MANUAL/FAX)		UCNC1	N/A		N/A	\$ 385.22	\$ 162.72
Crossconnects, per line - (CESAR/LEX)		UCNC2	N/A		N/A	\$ 325.03	\$ 162.72
Crossconnects, per line - (MECHANIZED)		UCNC3	N/A		N/A	\$ 246.01	\$ 153.36
DS1 Fiber - Complex							
Crossconnects, per line - (MANUAL/FAX)		UCNC4	N/A		N/A	\$ 321.17	\$ 91.28
Crossconnects, per line - (CESAR/LEX)		UCNC5	N/A		N/A	\$ 260.98	\$ 91.28
Crossconnects, per line - (MECHANIZED)		UCNC6	N/A		N/A	\$ 181.96	\$ 81.91
DS3 - Simple							
Crossconnects, per line - (MANUAL/FAX)		UCNC1	N/A		N/A	\$ 394.29	\$ 167.21
Crossconnects, per line - (CESAR/LEX)		UCNC2	N/A		N/A	\$ 334.10	\$ 167.21
Crossconnects, per line - (MECHANIZED)		UCNC3	N/A		N/A	\$ 255.08	\$ 157.84
DS3 - Complex							
Crossconnects, per line - (MANUAL/FAX)		UCNC4	N/A		N/A	\$ 321.46	\$ 91.57
Crossconnects, per line - (CESAR/LEX)		UCNC5	N/A		N/A	\$ 261.27	\$ 91.57
Crossconnects, per line - (MECHANIZED)		UCNC6	N/A		N/A	\$ 182.25	\$ 82.20
Interoffice Transport			Dedicated Transport				
DS-1							
Fixed Mileage		1L5UB	Fixed Mileage	/2/	\$ 31.62	@	@
Variable Mileage			Variable Mileage per Mile	/2/	\$ 1.84	@	@
DS-3		1L5UB	Dedicated Transport DS-3				
Fixed Mileage			Fixed Mileage	/2/	\$ 369.16	@	@
Variable Mileage			Variable Mileage per Mile	/2/	\$ 35.72	@	@
MULTIPLEXING							
DS-1/DS-0 MUX		MQ1UB	DS0/DS1	/2/	\$ 255.54	@	@
DS-3/DS-1 MUX		MQ3UB	DS1/DS3	/2/	\$ 287.85	@	@
Dark Fiber			Dark Fiber				
Dark Fiber -Interoffice per strand		ULY4X	N/A	/2/	\$ 10.92	\$ 1,678.32	\$ 1,678.32
Dark Fiber - Interoffice per foot		ULJAA, ULJAB	N/A	/2/	\$ 0.00	N/A	N/A
Dark Fiber Cross Connect - Interoffice		UKCJX	N/A	/2/	\$ 6.74	\$ 126.59	\$ 126.59
Dark Fiber - Interoffice Inquiry		NR9D6	N/A	/2/	N/A	\$ 371.80	\$ 371.80
Routine Modifications							
Routine Modifications to Existing Facilities		N3RUE	N/A		N/A	ICB	
Expanded Interconnection Service Cross Connect (EISCC)							
Voice Grade/SDN							
EISCC		CCDSO, AEE1S		/2/	\$ 0.40	@	@
Jack Panel		CCJAP		/2/	\$ 1.65	@	@
DS0							
EISCC		C2CB4		/2/	\$ 24.78	@	@
Jack Panel		CCJAP		/2/	\$ 5.32	@	@
DS1							
EISCC				/2/	\$ 16.02	@	@
Jack Panel		CDS1U		/2/	\$ 2.31	@	@
Repeater		CCJAP		/2/	\$ 23.47	@	@
DS3							
EISCC		CDS3U		/2/	\$ 45.68	@	@
Jack Panel		CCJAP		/2/	\$ 25.77	@	@
Repeater				/2/	\$ 101.19	@	@
OTHER							
Directory Assistance						NRC Initial	NRC Additional
Directory Assistance Rate Per Call					\$ 0.37		
Express Call Completion							
Rate per call					\$ 0.15		
Call Completion LATA Wide - Per MOU					\$ 0.00		
Directory Assistance (nationwide listing service)							
Rate per call					\$ 0.82		
Call Branding							
Establish/Change Branding Announcement (Per TOPS - Switch)		BRAND			N/A	\$ 1,800.00	
Directory Assistance -Facilities Based Rate Reference-Initial Load					N/A	\$ 2,200.00	
Directory Assistance-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load					N/A	\$ 1,000.00	
Directory Assisatance Listing Information Services					See Tariff	Category III Services Section D-5	
Operator Services							
Fully Automated Call Processing							
Call Completion LATA Wide - Per MOU					\$ 0.00		
Rate per completed automated call					\$ 0.15		
Operator - Assisted Call Processing							
Call Completion LATA Wide - Per MOU					\$ 0.00		
Operator Assisted Call Processing (Per work second)					\$ 0.03		
Call Branding							
Establish/Change Branding Announcement (Per TOPS - Switch)		BRAND			N/A	\$ 1,800.00	
Operator Services-Facilities Based Rate Reference-Initial Load					N/A	\$ 2,200.00	
Operator Services-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load					N/A	\$ 1,000.00	
OA/DA Trunks							
Trunk Installation per trunk		TPP6X, TPP9X			N/A	\$ 500.00	\$ 184.00
BLV/I Trunks							
Trunk Installation per trunk		TPP6X, TPP9X			N/A	\$ 500.00	\$ 184.00

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Old Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
Ancillary Equipment						
Analog Bridging						
Master Leg Plug 2-wire	ABPM2			\$ 14.10	\$24.60	
Master Leg Plug 4 wire	ABPM4			\$ 14.10	\$24.60	
2-wire Analog Bridge Plug				\$ 13.50	\$24.60	
4-wire Analog Bridge Plug				\$ 12.85	\$24.60	
Program Audio Bridging						
Program Audio Bridge	PAB			\$ 85.60	\$172.00	
Diverse Routing						
DS1 per point of termination				See Tariff (FCC #1 Section 6)		
DS3 per point of termination						
(With Terminal Equip.)				See Tariff (FCC #1 Section 6)		
DS3 per point of termination						
(W/O Terminal Equip.)				See Tariff (FCC #1 Section 6)		
DAL				Refer to California PUC D-		
Migration charge/NXX				N/A	\$10,000.00	
Message Exchange						
ME 3rd Party Host-Facility CLEC						
CLEC Billing Charge (per message)				\$ 0.05	NA	
SBC California Billing Charge (per message)				\$ 0.05		
SBC California Settlement Charge (per message)				\$ 0.02	N/A	
ME PB Host-Facility CLEC						
Set-Up Charge					\$8,500.00	
SBC California Monthly Charge				\$ 1,200.00		
SBC California Message Processing Rate (per message)				\$ 0.01		
SBC California Replacement Tape Fee (per tape)				\$ 50.00		
SBC California Consulting/Training Fee (per hour)				\$ 80.00		
LEC Billing Rate				ICB		
CLEC Billing Rate (per message)				\$ 0.05		
ME 3rd Party or No Host-Resale/UNE-P CLEC						
CLEC Billing Charge (per message)				\$ 0.05	N/A	
SBC California Settlement Charge (per message)				\$ 0.16		
ME PB Host-Resale/UNE CLEC						
Set-Up Charge					\$4,250.00	
SBC California Monthly Charge				\$ 600.00		
SBC California Message Processing Rate (per message)				\$ 0.01		
SBC California Message Packaging Rate (per message)				\$ 0.01		
SBC California Replacement Tape Fee (per tape)				\$ 50.00		
SBC California Consulting/Training Fee (per hour)				\$ 80.00		
LEC Billing Rate				ICB		
CLEC Billing Rate (per message)				\$ 0.05		
LNP Surcharge				See Tariff (FCC #1		
Pole and Duct (Structure)				Annual		
Poles (\$/attachment/yr.)*				\$ 4.28		
Per Foot Conduit Occupancy Fees						
Inner Duct (\$/ft/yr.)				\$ 0.47		
Full Duct (\$/ft/yr)				\$ 0.94		
Contract Administration Fee					Non recurring	
Administrative Record-Keeping Fee					\$ 125.00	
*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by attachment's presence.					\$ 125.00	
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION				USAGE		
Rate for All ISP-Bound and Section 215(b)(5) Traffic as per FCC 01-131, per MOU				\$ 0.000700		
RESALE				Resale Discounts		
				Recurring	Non recurring	
LOCAL EXCHANGE SERVICE						
Individual Line Measured Rate Residence Service				17%	17%	
Individual Line Measured Rate Business Service				17%	17%	
Individual Line Flat Rate Residence Service				17%	17%	
Farmer Line Service				17%	17%	
LOCAL USAGE, ZUM, and EAS						
VERTICAL SERVICES						
Three Way Calling				17%	17%	
Call Forwarding				17%	17%	
Busy Call Forwarding				17%	17%	
Delayed Call Forwarding				17%	17%	
Remote Access to Call Forwarding				17%	17%	
Call Screen				17%	17%	
Select Call Forwarding				17%	17%	
Priority Ringing				17%	17%	
Repeat Dialing				17%	17%	
Call Return				17%	17%	
Caller ID				17%	17%	
Call Waiting				17%	17%	
Speed Calling - 8 code capacity				17%	17%	
Speed Calling - 30 code capacity				17%	17%	
Intercom				17%	17%	
Intercom Plus				17%	17%	
Call Trace				17%	17%	
Caller ID on Analog Centrex-Like Lines				17%	17%	
Caller ID on PBX Lines				17%	17%	
Caller ID on Dedicated Custom 8 Service				17%	17%	
Direct Connect				17%	17%	

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Old Monthly	NRC Initial	NRC Additional
				Recurring and/or Resale Discount %	"@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	
Usage Sensitive Custom Calling Services				17%	17%	
Premiere Communications Systems - Resale				17%	17%	
Remote Call Forwarding				17%	17%	
Direct Connect				17%	17%	
CENTREX-LIKE						
Hunting Service				17%	17%	
Airport Intercommunicating Service				17%	17%	
Central Office Electronic Tandem Switching				17%	17%	
Centrex-Like ISDN				17%	17%	
ISDN						
ISDN- BRI				17%	17%	
Primary Rate ISDN (PRI)				17%	17%	
Personal ISDN				17%	17%	
Centrex-Like ISDN						
TOLL						
Local Plus (Intralata Toll)				17%	17%	
Two-Point Message Telecommunications Service (Local Toll)				17%	17%	
CUSTOM 8 Toll Free Service (grandfathered)				17%	17%	
Dedicated Access Line				17%	17%	
Custom 8 Digital Data				17%	17%	
EASY 8 Toll Free Service				17%	17%	
Easy 8 Digital Data				17%	17%	
Easy 8 Directory Assistance Listing				17%	17%	
California 976				17%	17%	
California 900				17%	17%	
Information Services Call Blocking				17%	17%	
OPTIONAL TOLL CALLING PLANS						
Resale Residence Usage Discount- Direct Discount				17%	17%	
Resale Residence Usage Discount- Service Area				17%	17%	
Resale Residence Usage Discount- Community				17%	17%	
Resale Residence Usage Discount- Easy Saver				17%	17%	
Resale Residence Usage Discount- Saver 60				17%	17%	
Resale Residence Usage Discount- Saver Plus				17%	17%	
Resale Business Usage Discount- Direct Discount				17%	17%	
Resale Business Usage Discount- Plan 50				17%	17%	
Resale Business Usage Discount- Plan 1000				17%	17%	
Resale Business Usage Discount- Volume Discount				17%	17%	
Resale Business Usage Discount - Plus				17%	17%	
DIRECTORY ASSISTANCE				17%	17%	
Nationwide Listing Services (NLS)				17%	17%	
Express Call Completion				17%	17%	
CVN Service				17%	17%	
TRUNKS						
Flat Rate Trunk				17%	17%	
Trunk Line Service				17%	17%	
Data Services						
Gigabit Ethernet Metropolitan Area Network (GigaMAN)				17%	17%	
PBX Trunks				17%	17%	
Mult-Service Optical Network (MON)				17%	17%	
OTHER						
Number Retention Service				17%	17%	
Number Referral Service				17%	17%	
Number Services (Personalized TNs)				17%	17%	
Voice Based Information Services				17%	17%	
Promotional Pricing (90 days +)				17%	17%	
Private Branch Exchange Services				17%	17%	
Short Duration Service				17%	17%	
Grandfathered Services				17%	17%	
Message Waiting Indicator (MWI++)				17%	17%	
Call Forwarding Busy Line				17%	17%	
Call Forwarding/ Don't Answer				17%	17%	
Call Forwarding Busy Line/ Don't Answer				17%	17%	
Foreign Exchange Service				17%	17%	
Foreign Prefix Service				17%	17%	
Off Premise Extensions				17%	17%	
Operator Services and Directory Assistance				17%	17%	
TELEPHONE ANSWERING SERVICE				17%	17%	
Secretarial Answering Service				17%	17%	
Occasional Service				17%	17%	
Concentrator- Identifier Service				17%	17%	
Answering Line Service				17%	17%	
DIRECT INWARD DIALING SERVICE				17%	17%	
Tie Line Service				17%	17%	
Interexchange Channel				17%	17%	
Directory Listings Alternate User Listings				17%	17%	
Business Individual Line Service				17%	17%	
Premium Subscriber Plan				17%	17%	
Premiere Subscriber Plan				17%	17%	
Power Distribution Alarm And Control System				17%	17%	
Custom Virtual Network				17%	17%	
WATS Service				17%	17%	
Basic Service Elements and						
Complementary Network Services				17%	17%	
Business Answering Lines				17%	17%	
Short Duration Service				17%	17%	
OTHER (Resale)						
<i>On products below, for discount, if any please see applicable tariff</i>						
Access Products				0%	0%	
Electronic Tandem Switching *				0%	0%	
Private Line Services				0%	0%	
Digital Data Over Voice				0%	0%	
Group Video				0%	0%	
High Voltage Protection				0%	0%	
Switched SMDS				0%	0%	

GENERIC TERMINOLOGY	USOC	OANAD TERMINOLOGY	Notes	Old Monthly Recurring and/or Resale Discount %	NRC Initial "@" INDICATES TO REFER TO THE NONRECURRING PRICE SHEET FOR RATES	NRC Additional
Switched 56				0%	0%	
All Broadband and Fast Packet Services				0%	0%	
* Pending CPUC approval of Advice Letter No. 18432						
Other Services				0%	0%	
Centrex-Like Number Retention Service				0%	0%	
Off-Premise Extension Service				0%	0%	
Promotions Exceeding 90 days				0%	0%	
Contract Plans				0%	0%	
Remote Call Forwarding				0%	0%	
COPT				0%	0%	
Labor/Network Rearrangements				0%	0%	
Visit Charge (Trouble Identification)				0%	0%	
Cable services All, IW				0%	0%	
Electronic Billing Information Data (daily usage) per message				\$ 0.003	N/A	
Fraud Alert Referral Usage per Alert Referral				\$ 11.10	\$ 700.00	
Repair Transfer Service (per subsequent change) Recorded Name Announcement 800/888 Telephone Number Name Announcement & Telephone Number				N/A N/A N/A	\$ 2,300.00 \$ 750.00 \$ 2,400.00	
Slamming Investigation Fee				N/A	\$ 50.00	
Local disconnect Report (LDR) Per WTN				\$ 0.10	N/A	
Traffic Alert Referral Service Usage charge/alert				TBD	N/A	
End User Change Over (per billable telephone number) Business Residence Complex				\$ 5.81 \$ 4.15 \$ 5.81		
LNP Service Charge				\$ 0.34		
Directory Assistance Call Branding Establish/Change Branding Announcement (Per TOPS - Switch)				N/A	\$ 1,800.00	\$ 1,800.00
DA Services rate/ reference information Rate per initial load Rate per subsequent rate change Rate per subsequent reference change				N/A N/A N/A	\$ 2,200.00 \$ 2,200.00 \$ 2,200.00	\$ 1,000.00 \$ 1,000.00 \$ 1,000.00
Operator Services Call Branding Establish/Change Branding Announcement (Per TOPS - Switch)				N/A	\$ 1,800.00	\$ 1,800.00
Operator Services rate/reference information Rate per initial load Rate per subsequent rate change Rate per subsequent reference change				N/A N/A N/A	\$ 2,200.00 \$ 2,200.00 \$ 2,200.00	\$ 1,000.00 \$ 1,000.00 \$ 1,000.00
/1/ CLECs have the choice to lock in either the statewide average loop rate, regardless of zone, or the deaveraged loop rates based on established zones. CLECs who choose deaveraged loop rates may draw from the CHCF-B fund pursuant to D. 02-02-047. CLECs may not use both rate structures.						
/2/ The rates in this pricing schedule only apply to the extent such network element(s), product(s) and/or service(s) are required by the terms of this Agreement. To the extent the underlying Agreement does not contain terms and conditions associated with the network element(s), product(s) and/or service(s) listed on this pricing sheet to this Agreement, this pricing sheet, which concerns only rates, creates no right to order such network element(s), product(s) and/or service(s), as it does not provide CLEC with the necessary terms and conditions to enable CLEC to obtain and/or order such network element(s), product(s) and/or service(s). Specifically, without limitation, if this Agreement or any Amendments provide that a network element(s), product(s) or service(s) is no longer required or is subject to being no longer required, the rates in this pricing schedule shall not apply, nor shall the inclusion of the rates in this pricing sheet create a right to the network element(s), product(s) or service(s) inconsistent with the Agreement, including any Amendments. Rather, CLEC must negotiate a separate amendment incorporating the appropriate terms and conditions into the underlying Agreement before ordering and/or obtaining any such network element(s), product(s) and/or service(s) that SBC California is required to offer under Section 251(c)(3) of the Federal Telecommunications Act, as set forth in applicable FCC rules in effect at the time CLEC seeks such amendment.						

APPENDIX DATA EXCHANGE FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE

This Appendix is for the Settlement of Non-Calling Card and Third Number Settlement ("CATS") System Messages ("Appendix").

WHEREAS, the Parties desire to settle all Non-CATS Messages as set forth in this Appendix; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 **"Bellcore Client Company"** means **SBC CALIFORNIA** and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 1.2 **"CMDS Host"** means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.
- 1.3 **"Calling Card and Third Number Settlement" ("CATS")** means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billable to an end user in another Bellcore Client Company territory.
- 1.4 **"Centralized Message Data System I" ("CMDS")** means the industry-wide data collection system located in Missouri, which handles the daily exchange of toll message details between CMDS participating telephone companies (also known as CMDS direct participants). **SBC CALIFORNIA** is a CMDS direct participant.
- 1.5 **"Customer Calling Card Messages"** means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is **SBC CALIFORNIA**, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.6 **"Customer Collect Messages"** means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is **SBC CALIFORNIA**.
- 1.7 **"Customer Non-CATS Messages"** means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.
- 1.8 **"Customer Subscriber"** means an end user who has authorized Customer to provide the end user with local exchange service in California or who has billed an intraLATA call to a telecommunications calling card that is based on a California telephone number issued by the Customer.
- 1.9 **"Customer Third Number Billed Messages"** means messages where (i) the charges are billed to a Customer Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is **SBC CALIFORNIA**, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.10 **"Local Access and Transport Area" ("LATA")** are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.
- 1.11 **"Local Exchange Carrier" ("LEC")** means a carrier authorized to provide local, exchange access and intraLATA toll services.

- 1.12 “**SBC CALIFORNIA Calling Card Messages**” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by **SBC CALIFORNIA**, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.13 “**SBC CALIFORNIA Collect Messages**” means messages where the charges are billed to the called end user who is a **SBC CALIFORNIA** Subscriber and where the Transporting LEC is Customer.
- 1.14 “**SBC CALIFORNIA Non-CATS Messages**” means **SBC CALIFORNIA** Collect Messages, **SBC CALIFORNIA** Calling Card Messages and/or **SBC CALIFORNIA** Third Number Billed Messages as those terms are defined herein.
- 1.15 “**SBC CALIFORNIA Subscriber**” means an end user who has authorized **SBC CALIFORNIA** to provide the end user with local exchange service or who has billed an intraLATA call to a telecommunications calling card issued by **SBC CALIFORNIA**.
- 1.16 “**SBC CALIFORNIA Third Number Billed Messages**” means messages where (i) the charges are billed to a **SBC CALIFORNIA** Subscriber’s telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.17 “**Transporting LEC**” means the LEC on whose network an end user originates a call.

2. SCOPE OF AGREEMENT

- 2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where **SBC CALIFORNIA** and (ii) the settlement of **SBC CALIFORNIA** Non-CATS Messages where Customer is the Transporting LEC.
- 2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:
- 2.2.1 Exhibit A - Rate Schedule
- 2.2.2 Exhibit B - Non-CMDS Outcollect Report
- 2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

3. DESCRIPTION OF SERVICES

- 3.1 **SBC CALIFORNIA** shall forward Customer Non-CATS Messages to Customer. **SBC CALIFORNIA** shall forward Rejected Messages and Unbillable Messages as defined in Section 4.4 below, to Customer. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.1.1 Customer shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between Customer and **SBC CALIFORNIA**. Customer shall inform **SBC CALIFORNIA** whether Customer is designating itself or an agent for receipt of Customer’s messages by completing **SBC CALIFORNIA**’s “Technical Requirements” packet. Thereafter, Customer may change its designation only by completing a new **SBC CALIFORNIA** “Technical Requirement” packet. Customer may not designate more than one entity to receive its Messages under this Appendix. If Customer has executed a Meet Point Billing (“MPB”) agreement with **SBC CALIFORNIA** and has informed **SBC CALIFORNIA** of Customer’s designation under this Appendix, Customer may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.
- 3.2 This Appendix does not cover the distribution, settlement or billing of 900/976 calls transported by **SBC CALIFORNIA** pursuant to Schedule Cal. P.U.C. Nos. A.9.5.3 and A.9.5.2 (“California 900/976 Messages”) that originate from a Customer Subscriber’s telephone number. Customer shall block access of its Subscribers to California 900/976 numbers. Customer shall be liable for the value of all completed

California 900/976 Messages originating from a Customer Subscriber's telephone number. **SBC CALIFORNIA** shall include the value of all such completed California 900/976 Messages in the Net Amount Due calculation set forth in Section 4.5 below.

- 3.3 Customer shall forward **SBC CALIFORNIA** Non-CATS Messages to **SBC CALIFORNIA**. Customer shall forward Unbillable Messages as defined in Section 4.2 below, to **SBC CALIFORNIA**. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.4 **SBC CALIFORNIA** and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. **SBC CALIFORNIA** and Customer warrant that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. **SBC CALIFORNIA** and Customer further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities.
- 3.5 The exchange of message detail between **SBC CALIFORNIA** and Customer shall be based on any mutually acceptable medium.

4. SETTLEMENT ARRANGEMENT

- 4.1 For Customer Non-CATS Messages billed to Customer Subscribers that **SBC CALIFORNIA** forwards to Customer, **SBC CALIFORNIA** shall calculate the amount due based on the following formula:

Rated Value of Customer Non-CATS Messages

- Rejected/Unbillable Messages
- Customer Billing Charge

= Amount Due **SBC CALIFORNIA**

- 4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:
 - 4.2.1 Rated Value of Customer Non-CATS Messages means the total computed charges for Customer Non-CATS based on the Transporting LEC's schedule of rates.
 - 4.2.2 Rejected Messages means the rated value of Customer Non-CATS Messages that failed to pass the edits within the CMDS system and were returned to **SBC CALIFORNIA**.
 - 4.2.3 Unbillable Messages means the rated value of Customer Non-CATS Messages that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer or Customer's CMDS Host, that are returned in a timely fashion to **SBC CALIFORNIA** through CMDS.
 - 4.2.4 Customer Billing Charge means the Customer per message billing rate, as set forth in Exhibit A, times the number of Customer Non-CATS Messages forwarded by **SBC CALIFORNIA** to CMDS.
- 4.3 For **SBC CALIFORNIA** Non-CATS messages billed to **SBC CALIFORNIA** Subscribers that Customer forwards to **SBC CALIFORNIA**, Customer shall calculate the amount due based on the following formula:

Rated Value of **SBC CALIFORNIA** Non-CATS Messages

 - Unbillable Messages
 - **SBC CALIFORNIA** Billing Charge

= Amount Due Customer
- 4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:
 - 4.4.1 Rated Value of **SBC CALIFORNIA** Non-CATS Messages means the total computed charges for **SBC CALIFORNIA** Non-CATS Messages based on Customer's schedule of rates.

- 4.4.2 Unbillable Messages means the rated value of **SBC CALIFORNIA** Non-CATS Messages that were not billable to a **SBC CALIFORNIA** Subscriber because of missing information in the billing record or other billing error, not the result of an error by **SBC CALIFORNIA**, that are returned by **SBC CALIFORNIA** in a timely fashion to Customer.
- 4.4.3 **SBC CALIFORNIA** Billing Charge means the **SBC CALIFORNIA** per message billing rate, as set forth in Exhibit A, times the number of **SBC CALIFORNIA** Non-CATS Messages received by **SBC CALIFORNIA**.
- 4.5 Within 15 business days following the end of each calendar month, **SBC CALIFORNIA** shall provide Customer with a Non-CMDS Outcollect Report in the form of Exhibit B. The report shall include the following information:
- Customer Non-CATS Messages (by number and associated rated value) forwarded by **SBC CALIFORNIA**;
 - Customer Non-CATS Messages (by number and associated rated value) returned to **SBC CALIFORNIA** as Rejected or Unbillable Messages;
 - Amount Due **SBC CALIFORNIA**, as set forth in Subsection 4.1 above.
- 4.6 Customer shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Net Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.
- 4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due **SBC CALIFORNIA** received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.
- 4.6.3 Should Customer dispute any portion of the amount due, Customer shall notify **SBC CALIFORNIA** in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

EXHIBIT A
RATE SCHEDULE

Customer Billing Charge	\$.05 per message
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<u>SBC CALIFORNIA</u> Billing Charge	\$.05 per message
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EXHIBIT B

Billed By Company (e.g. XYZ)

NON-CMDS OUTCOLLECTS

(LC46 Report)

OCN:-----

Effective 3/1

	INTERSTATE				INTRASTATE			
	INTRA # Msgs.	\$'s	INTER # Msgs.	\$'s	INTRA # Msgs.	\$'s	INTER # Msgs.	\$'s
Revenue Exch. Rclds								
- Collectibles	10	50.00	0	0	1000	10,000.00	10	10.00
- Billing and Collection (.05 per message)		(\$.50)				(\$ 50.00)		(\$.50)
Recording Services	15		11		22		19	
Sub-Total	26	\$52.00	11	0	1032	\$10,010.00	29	\$9.50
Msg. Processing charge @ .014 per msg.		\$.26		\$.11		\$ 10.32		\$.29
Total		\$52.26		\$.11		\$10,020.32		\$ 9.79
	# Messages	MOU	# Messages	MOU	#	MOU	# Messages	MOU
Access/Interconnection								
- CABS – MOU	50	100	0	0	850	19,450	5	60
- CABS Cancel	2		0	0	35	120	0	
End User Billing								
- 800 Service	1		0	0	72	15	2	0
- Errored Returns	50							
- Other Services	0	0	0	0	60	45		

NOTES:

- Assumption is that all settlements will be handled as Net-Settlements
- One report will be created for each tape transmitted and a copy will be sent with each tape.
- A monthly summary will be created. Work effort 8852.

APPENDIX DATA EXCHANGE FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE

This Appendix is for the Settlement of Non-Calling Card and Third Number Settlement (“CATS”) System Messages (Appendix).

1. DEFINITIONS

- 1.1 “**Belcore Client Company**” means SBC CALIFORNIA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 1.2 “**CMDS Host**” means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable, to settle end user message detail through BOC CATS.
- 1.3 “**California 900 Messages**” means 900 calls transported by SBC CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.3 but which are billed to a Customer Subscriber.
- 1.4 “**California 976 Messages**” means 976 calls transported by SBC CALIFORNIA pursuant to Schedule Cal. P.U.C. No. A.9.5.2 but which are billed to a Customer Subscriber.
- 1.5 “**Calling Card and Third Number Settlement**” (“**CATS**”) means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billable to an end user in another Bellcore Client Company territory.
- 1.6 “**Centralized Message Data System I**” (“**CMDS**”) means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). SBC CALIFORNIA is a CMDS direct participant.
- 1.7 “**Customer Calling Card Messages**” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is SBC CALIFORNIA, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.8 “**Customer Collect Messages**” means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is SBC CALIFORNIA.
- 1.9 “**Customer Non-CATS Messages**” means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.
- 1.10 “**Customer Subscriber**” means an end user who has authorized Customer to provide the end user with local exchange service in California or who has billed an intraLATA call to a telecommunications calling card that is based on a California telephone number issued by the Customer.
- 1.11 “**Customer Third Number Billed Messages**” means messages where (i) the charges are billed to a Customer Subscriber’s telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is SBC CALIFORNIA, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.12 “**Local Access and Transport Area**” (“**LATA**”) are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.
- 1.13 “**Local Exchange Carrier**” (“**LEC**”) means a carrier authorized to provide local, exchange access and intraLATA toll services.

- 1.14 “**SBC CALIFORNIA Calling Card Messages**” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by **SBC CALIFORNIA**, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.15 “**SBC CALIFORNIA Collect Messages**” means messages where the charges are billed to the called end user who is a **SBC CALIFORNIA** Subscriber and where the Transporting LEC is Customer.
- 1.16 “**SBC CALIFORNIA Non-CATS Messages**” means **SBC CALIFORNIA** Collect Messages, **SBC CALIFORNIA** Calling Card Messages and/or **SBC CALIFORNIA** Third Number Billed Messages as those terms are defined herein.
- 1.17 “**SBC CALIFORNIA Subscriber**” means an end user who has authorized **SBC CALIFORNIA** or who has billed an intraLATA call to a telecommunications calling card issued by **SBC CALIFORNIA**.
- 1.18 “**SBC CALIFORNIA Third Number Billed Messages**” means messages where (i) the charges are billed to a **SBC CALIFORNIA** Subscriber’s telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.19 “**Transporting LEC**” means the LEC on whose network an end user originates a call.

2. SCOPE OF AGREEMENT

- 2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where **SBC CALIFORNIA**, (ii) the distribution and/or settlement of California 900/976 Messages and (iii) the settlement of **SBC CALIFORNIA** Non-CATS Messages where Customer is the Transporting LEC.
- 2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:
- 2.2.1 Exhibit A - Rate Schedule
- 2.2.2 Exhibit B - Non-CMDS Outcollect Report
- 2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

3. DESCRIPTION OF SERVICES

- 3.1 **SBC CALIFORNIA** shall forward Customer Non-CATS Messages to Customer. **SBC CALIFORNIA** shall forward Rejected Messages, Unbillable Messages and Unratable Messages as defined in Section 4.4 below, to Customer. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.1.1 Customer shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between Customer and **SBC CALIFORNIA**. Customer shall inform **SBC CALIFORNIA** whether Customer is designating itself or an agent for receipt of Customer’s messages by completing **SBC CALIFORNIA**’s “Technical Requirements” packet. Thereafter, Customer may change its designation only by completing a new **SBC CALIFORNIA** “Technical Requirement” packet. Customer may not designate more than one entity to receive its Messages under this Appendix. If Customer has executed a Meet Point Billing (“MPB”) agreement with **SBC CALIFORNIA** and has informed **SBC CALIFORNIA** of Customer’s designation under this Appendix, Customer may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.
- 3.2 Customer shall record and forward to **SBC CALIFORNIA** all 900 and 976 calls transported by **SBC CALIFORNIA** pursuant to Schedule Cal. P.U.C. Nos. A.9.5.3 and A.9.5.2 respectively that originate from a Customer Subscriber’s telephone number. The 900/976 messages shall be in unrated EMI industry

standard format and shall be exchanged at agreed upon intervals. **SBC CALIFORNIA** shall rate the 900/976 messages and forward to Customer all such messages billed to Customer Subscribers.

- 3.3 Customer shall forward **SBC CALIFORNIA** Non-CATS Messages to **SBC CALIFORNIA**. Customer shall forward Unbillable Messages and Recharges as defined in Section 4.2 below, to **SBC CALIFORNIA**. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.4 **SBC CALIFORNIA** and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. **SBC CALIFORNIA** and Customer warrant that the billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. **SBC CALIFORNIA** and Customer further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities. Customer further agrees that the billing and collection services performed for California 900/976 Messages shall comply with CPUC Decision No. 91-03-021 and Decision No. 96-02-072. **SBC CALIFORNIA** and Customer agree to work together to determine whether blocking access to 900/976 numbers is necessary in the event fraudulent use from a Subscriber's line is suspected.
- 3.5 The exchange of message detail between **SBC CALIFORNIA** and Customer shall be based on any mutually acceptable medium.

4. SETTLEMENT ARRANGEMENT

- 4.1 For Customer Non-CATS Messages and California 900/976 Messages billed to Customer Subscribers that **SBC CALIFORNIA** forwards to Customer, **SBC CALIFORNIA** shall calculate the amount due based on the following formula:

Rated Value of Customer Non-CATS Messages and California 900/976 Messages

- Rejected/Unbillable Messages
- Recharges
- Customer Billing Charge

= Amount Due **SBC CALIFORNIA**

- 4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:
 - 4.2.1 Rated Value of Customer Non-CATS Messages and California 900/976 Messages means the total computed charges for Customer Non-CATS Messages and California 900/976 Message based on the Transporting LEC's schedule of rates.
 - 4.2.2 Rejected Messages means the rated value of Customer Non-CATS Messages and California 900/976 Messages that failed to pass the edits within the CMDS system and were returned to **SBC CALIFORNIA**.
 - 4.2.3 Unbillable Messages means the rated value of Customer Non-CATS Messages and California 900/976 Messages that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer or Customer's CMDS Host, that are returned in a timely fashion to **SBC CALIFORNIA** through CMDS.
 - 4.2.4 Recharges means the rated value of California 900/976 Messages billed to a Customer Subscriber but which Customer adjusts off the Subscriber's bill consistent with the allowable adjustments set forth in **SBC CALIFORNIA**'s Tariff Schedule Cal. P.U.C. No. 9.5.3.C.4.d (1),(2),(3). Recharges shall be returned to **SBC CALIFORNIA** on the next scheduled CMDS transmission following the issuance of the adjustment to the Subscriber and shall be in EMI industry standard format. Customer acknowledges that **SBC CALIFORNIA** shall be recouping all such Recharges to the underlying provider of the information service being adjusted. Customer agrees to reasonably cooperate with **SBC CALIFORNIA** in response to requests from the underlying information provider for additional information concerning an adjustment issued by the Customer.

- 4.2.5 Customer Billing Charge means the Customer per message billing rate, as set forth in Exhibit A, times the number of Customer Non-CATS Messages and California 900/976 Messages forwarded by **SBC CALIFORNIA**.
- 4.3 For **SBC CALIFORNIA** Non-CATS messages billed to **SBC CALIFORNIA** Subscribers that Customer forwards to **SBC CALIFORNIA**, Customer shall calculate the amount due based on the following formula:
- Rated Value of **SBC CALIFORNIA** Non-CATS Messages
- Unbillable Messages
 - Unratable California 900/976 Messages
 - **SBC CALIFORNIA** Billing Charge
-
- = Amount Due Customer
- 4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:
- 4.4.1 Rated Value of **SBC CALIFORNIA** Non-CATS Messages means the total computed charges for **SBC CALIFORNIA** Non-CATS Messages based on Customer's schedule of rates.
- 4.4.2 Unbillable Messages means the rated value of **SBC CALIFORNIA** Non-CATS Messages that were not billable to a **SBC CALIFORNIA** Subscriber because of missing information in the billing record or other billing error, not the result of an error by **SBC CALIFORNIA**, that are returned by **SBC CALIFORNIA** in a timely fashion to Customer's CMDS Host.
- 4.4.3 Unratable California 900/976 Messages means the estimated value of California 900/976 Messages, originating from a Customer Subscriber's Telephone Number that (i) Customer fails to record and/or transmit to **SBC CALIFORNIA** or (ii) **SBC CALIFORNIA** cannot rate because of missing or inaccurate information in the unrated billing record due to an error by Customer. The Parties agree to exercise good faith efforts to estimate the value of such messages within 30 days of discovery of the unratable condition.
- 4.4.4 **SBC CALIFORNIA** Billing Charge means the **SBC CALIFORNIA** per message billing rate, as set forth in Exhibit A, times the number of **SBC CALIFORNIA** Non-CATS Messages received by **SBC CALIFORNIA**.
- 4.5 Within 15 business days following the end of each calendar month, **SBC CALIFORNIA** shall provide Customer with a Non-CMDS Outcollect Report in the form of Exhibit B. The report shall include the following information:
- Customer Non-CATS Messages and California 900/976 Messages (by number and associated rated value) forwarded by **SBC CALIFORNIA**;
 - Customer Non-CATS Messages and California 900/976 (by number and associated rated value) returned to **SBC CALIFORNIA** as Rejected, Unbillable Messages or Recharges;
 - Amount Due **SBC CALIFORNIA**, as set forth in Subsection 4.1 above;
- 4.6 Customer shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.
- 4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due **SBC CALIFORNIA** received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.
- 4.6.3 Should Customer dispute any portion of the amount due, Customer shall notify **SBC CALIFORNIA** in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

EXHIBIT A
RATE SCHEDULE

Customer Billing Charge	\$.05 per message
<u>SBC CALIFORNIA</u> Billing Charge	\$.05 per message

EXHIBIT B**Billed By Company (e.g. XYZ)****NON-CMDS OUTCOLLECTS****(LC46 Report)****OCN:-----****Effective 3/1**

	INTERSTATE		INTRASTATE	
	INTRA # Msgs.	\$'s	INTER # Msgs.	\$'s
Revenue Exch. Rclds				
- Collectibles	10	50.00	0	0
- Billing and Collection (.05 per message)		(\$.50)		
Recording Services	15		11	
Sub-Total	26	\$52.00	11	0
Msg. Processing charge @ .014 per msg.		\$.26		\$.11
Total		\$52.26		\$.11
	# Messages	MOU	# Messages	MOU
Access/Interconnection				
- CABS – MOU	50	100	0	0
- CABS Cancel	2		0	0
End User Billing				
- 800 Service	1		0	0
- Errored Returns	50			
- Other Services	0	0	0	0

NOTES:

- Assumption is that all settlements will be handled as Net-Settlements
- One report will be created for each tape transmitted and a copy will be sent with each tape.
- A monthly summary will be created. Work effort 8852.

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.3 As used herein, the term “**Service Bureau Provider**” means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing **SBC CALIFORNIA**'s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC CALIFORNIA** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.5 Except as otherwise provided herein, the service performance measures, performance payments, and related provisions ordered by the California Public Utilities Commission in R.97-10-016 and I.97-10-017, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be the exclusive plan applicable to CLECs providing service in **SBC CALIFORNIA** ILEC exchanges and shall supersede and supplant all performance measurements previously agreed to by the Parties for **SBC CALIFORNIA**. The terms set forth herein shall apply beginning with the calendar month of April 2002, or the first full month of service after the effective date of this Appendix for any CLEC who was not providing service under an interconnection Agreement as of April 2002. The terms set forth herein shall remain in place for the underlying term of this Agreement. By entering into this Appendix, neither party waives or otherwise foregoes any rights it may have to appeal the aforementioned Commission orders or future Commission decisions modifying the terms of this Appendix or extending it beyond the underlying term of this Agreement, and the Parties expressly reserve such rights.
- 1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the State Commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **SBC CALIFORNIA** shall not be obligated to make any payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to **SBC CALIFORNIA**'s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.
- 1.7 The performance payments provided hereunder shall not be the sole and exclusive remedy for the related performance failures and shall act only as an offset to damages sought in any subsequent claim by CLEC.

APPENDIX PRICING (CONNECTICUT)

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APPENDIX PRICING (CONNECTICUT)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement, including but not limited to the term "Lawful UNE" as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.4 Other than as specifically set out elsewhere in this Agreement, **SBC CONNECTICUT** unbundled elements prices are available as described in DPUC ordered CT Access Service Tariff Section 18. The pricing of **SBC CONNECTICUT** unbundled elements will be based on their Total Service Long Run Incremental Costs ("TSLRIC") and include a reasonable contribution to joint and common costs, as identified in Docket Nos. 96-09-22 and 97-04-10, and the Department's Decision in Docket Nos. 00-01-02, 00-03-19, 00-05-06 and 00-12-15.
- 1.5 Non-Interim Rates. Non-Interim prices/rates, if any, that are not described or otherwise set forth in DPUC ordered CT Access Service Tariff, Section 18 but which may be included in this Agreement, shall be treated as follows:
 - 1.5.1 Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are (a) not described or otherwise set forth in DPUC ordered CT Access Service Tariff, Section 18 or (b) not specifically excluded from treatment under this Section 1.5.1, or (c) not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.5.1.1 and 1.5.1.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.5.1.1 and 1.5.1.3, below. Nonetheless, the Parties

shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.5.1.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and SBC CONNECTICUT will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.
 - 1.5.1.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
 - 1.5.1.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
 - 1.5.1.4 In the event the terms and conditions of this Section 1.5 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.5) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.5.
- 1.6 Interim Rates. Interim prices/rates, if any, that are not described or otherwise set forth in DPUC ordered CT Access Service Tariff, Section 18 but which may be included in this Agreement, shall be treated as follows:
- 1.6.1 Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Any interim rates included in this Agreement that are not described or otherwise set forth in DPUC ordered CT Access Service Tariff, Section 18 shall be considered Current Interim Rates. Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC CONNECTICUT will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate

Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.2 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **SBC CONNECTICUT** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.3 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.4 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.5 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC CONNECTICUT** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

- 1.8 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice,

SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.

- 1.9 **SBC CONNECTICUT**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement, by reference to the DPUC ordered CT Access Service Tariff, Section 18, or otherwise. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, by reference to the DPUC ordered CT Access Service Tariff, Section 18, or otherwise, **SBC CONNECTICUT** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC CONNECTICUT** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, by reference to the DPUC ordered CT Access Service Tariff, Section 18, or otherwise, then CLEC understands and agrees that one of the following will occur:
- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC CONNECTICUT**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC CONNECTICUT**'s current generic contract rate for the Product or Service set forth in **SBC CONNECTICUT**'s applicable state-specific generic pricing schedule as published on **SBC CONNECTICUT**'s CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC CONNECTICUT** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 **SBC CONNECTICUT**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC CONNECTICUT**'s right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD"

When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC CONNECTICUT** for that Product or Service and incorporated into **SBC CONNECTICUT**'s current state-specific generic pricing schedule as published on **SBC CONNECTICUT**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC CONNECTICUT** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC CONNECTICUT** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be

charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC CONNECTICUT shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.

- 1.10.1 SBC CONNECTICUT's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC CONNECTICUT's right to charge and collect payment for such Products and/or Services.

APPENDIX PRICING
SBC CONNECTICUT/METROPOLITAN

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

THE SOUTHERN NEW ENGLAND TEL CO
CONNECTICUT
Aug 27, 2004

APPENDIX PRICING
SBC CONNECTICUT/METROPOLITAN

CONNECTICUT		SBC CONNECTICUT RECURRING		SBC CONNECTICUT NON-RECURRING	
Resale Services and Rates, set at a minimum discount of 25.4% as established by the Connecticut Department of Public Utility Control (DPUC), are shown in the Connecticut Access Service Tariff, Section 18.					
UNE and Interconnection Services and Rates, as established by the DPUC, are shown in the Connecticut Access Services Tariff, Section 18.					
** These charges only apply when CLEC utilizes SBC CONECTICUT's Operator Services for CLEC's switch-based end users.					
For CLEC's end users served via the Telco's switch, rates are shown in the Connecticut Access Services Tariff, Section 18.					

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS CONNECTICUT

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns The Southern New England Telephone Company d/b/a SBC Connecticut.
- 1.2 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.
- 1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence **SBC CONNECTICUT** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

- 2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **SBC CONNECTICUT**'s failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

- 3.1 When used in this Appendix, the following terms will have the meanings indicated:
 - 3.1.1 Performance Criteria
 - 3.1.1.1 The target level of **SBC CONNECTICUT**'s performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that **SBC CONNECTICUT** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for **SBC CONNECTICUT** and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.
 - 3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.
 - 3.1.2 Performance Measures
 - 3.1.2.1 The set of measures listed in all of Section 13 of this Appendix.
 - 3.1.3 Non-compliance
 - 3.1.3.1 The failure by **SBC CONNECTICUT** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 13.

4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

- 4.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to SBC CONNECTICUT at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, SBC CONNECTICUT agrees to pay the CLEC Liquidated Damages, subject to Section 5.1 below.

5. LIQUIDATED DAMAGES AS FORM OF REMEDY

- 5.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of SBC CONNECTICUT to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.

6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

- 6.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 13 below, when SBC CONNECTICUT delivers non-compliant performance as defined in 3.1.3. In no event shall SBC CONNECTICUT be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.
- 6.2 The Table of Critical Values (Section 8) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.
- 6.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or Lawful unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.
- 6.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. \$500 is paid for each ordinary failure in excess of F. \$2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be $(10-8)*\$500 + \$2,500 = \$3,500$. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

7. LIQUIDATED DAMAGES; METHOD OF CALCULATION

- 7.1 SBC CONNECTICUT and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points for each SBC CONNECTICUT and CLEC is greater than or equal to 30 for a given measurement.
- 7.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the comparable result for SBC CONNECTICUT or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

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

Where;

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

M_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

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

δ_{ILEC}^2 = Calculated variance for ILEC.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

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

For parity measures that are expressed as Percentages or Proportions:

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

Where;

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

P_{ILEC} = ILEC Proportion

P_{CLEC} = CLEC Proportion

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

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

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

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

In the event that $P_{\text{ILEC}} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE} , of the data given the hypothesis of parity.:

$$P_{\text{FE}} = 1 - \sum_{x=0}^{H_{\text{CLEC}}-1} \frac{\binom{n_{\text{CLEC}}}{x} \binom{n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}-x}}{\binom{n_{\text{CLEC}}+n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}}}$$

Where;

$$H_{\text{CLEC}} = P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{\text{ILEC}} = P_{\text{ILEC}} n_{\text{ILEC}}.$$

If $P_{\text{ILEC}} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$$H_{\text{CLEC}} = n_{\text{CLEC}} - P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{\text{ILEC}} = n_{\text{ILEC}} - P_{\text{ILEC}} n_{\text{ILEC}}.$$

Of course if it is also true that $H_{\text{CLEC}} = 0$, then $P_{\text{FE}} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{\text{Rate}} = 1 - \sum_{x=0}^{H_{\text{CLEC}}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;

H_{CLEC} = numerator for the CLEC

H_{ILEC} = numerator for the ILEC

$N = H_{CLEC} + H_{ILEC}$

D_{CLEC} = denominator for CLEC

D_{ILEC} = denominator for ILEC

$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$).

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

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

Where;

$DIFF = M_{CLEC} - BM$

M_{CLEC} = CLEC Average

BM = Benchmark

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

δ^2_{CLEC} = Calculated variance for CLEC.

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

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

Where

$K = PN$

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

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

with the same definition of symbols as is given above.

- 7.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures. Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

8. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051
25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052
35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051
38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051
42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050
44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050
45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.050	325	26	0.051	395	30	0.050
46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052

48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052
50	7	0.061	120	12	0.052	190	17	0.052	260	22	0.052	330	26	0.050	400	31	0.052
51	7	0.059	121	12	0.052	191	17	0.051	261	22	0.052	331	26	0.050	401	31	0.051
52	7	0.058	122	12	0.051	192	17	0.051	262	22	0.052	332	26	0.050	402	31	0.051
53	7	0.057	123	12	0.051	193	17	0.051	263	22	0.052	333	27	0.052	403	31	0.051
54	7	0.056	124	12	0.050	194	17	0.051	264	22	0.051	334	27	0.052	404	31	0.051
55	7	0.055	125	13	0.056	195	17	0.050	265	22	0.051	335	27	0.052	405	31	0.051
56	7	0.054	126	13	0.055	196	17	0.050	266	22	0.051	336	27	0.052	406	31	0.051
57	7	0.053	127	13	0.055	197	18	0.054	267	22	0.051	337	27	0.052	407	31	0.051
58	7	0.052	128	13	0.054	198	18	0.053	268	22	0.051	338	27	0.052	408	31	0.050
59	7	0.051	129	13	0.054	199	18	0.053	269	22	0.050	339	27	0.051	409	31	0.050
60	7	0.050	130	13	0.053	200	18	0.053	270	22	0.050	340	27	0.051	410	31	0.050
61	8	0.060	131	13	0.053	201	18	0.052	271	23	0.053	341	27	0.051	411	31	0.050
62	8	0.059	132	13	0.053	202	18	0.052	272	23	0.053	342	27	0.051	412	32	0.052
63	8	0.058	133	13	0.052	203	18	0.052	273	23	0.052	343	27	0.051	413	32	0.052
64	8	0.057	134	13	0.052	204	18	0.052	274	23	0.052	344	27	0.051	414	32	0.052
65	8	0.056	135	13	0.051	205	18	0.051	275	23	0.052	345	27	0.051	415	32	0.052
66	8	0.055	136	13	0.051	206	18	0.051	276	23	0.052	346	27	0.050	416	32	0.051
67	8	0.054	137	13	0.051	207	18	0.051	277	23	0.052	347	27	0.050	417	32	0.051
68	8	0.053	138	13	0.050	208	18	0.051	278	23	0.052	348	27	0.050	418	32	0.051
69	8	0.053	139	14	0.055	209	18	0.050	279	23	0.051	349	28	0.052	419	32	0.051
70	8	0.052	140	14	0.055	210	18	0.050	280	23	0.051	350	28	0.052	420	32	0.051

9. LIMITATIONS

- 9.1 SBC CONNECTICUT will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except as provided in Sections 9.2 and 9.3 and 10.6. Any dispute regarding whether a SBC CONNECTICUT performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.
- 9.2 SBC CONNECTICUT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC CONNECTICUT's control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with SBC CONNECTICUT or law; (iii) environmental events beyond SBC CONNECTICUT's control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided SBC CONNECTICUT through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to SBC CONNECTICUT and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.
- 9.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of SBC CONNECTICUT's compliance with the Performance Criteria, or (ii) only suspends SBC CONNECTICUT's ability to timely perform the activity, the applicable time frame in which SBC CONNECTICUT's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

10. RECORDS AND REPORTS

- 10.1 SBC CONNECTICUT will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.
- 10.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.
- 10.3 CLEC will have access to monthly reports through an interactive Website.
- 10.4 SBC CONNECTICUT will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.
- 10.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.
- 10.5 SBC CONNECTICUT will not pay liquidated damages in excess of the monthly maximum of \$.168 million. The threshold is based on the aggregate damages to all CLECs in Connecticut.

11. AUDITS

- 11.1 CLEC and SBC CONNECTICUT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then SBC CONNECTICUT will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing SBC CONNECTICUT 5 days advance written notice (including e-mail).
- 11.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.
- 11.3 CLEC will bear the expense of the mini-audits, unless SBC CONNECTICUT is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, SBC CONNECTICUT will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

- Pre-Ordering/Ordering
- Provisioning
- Maintenance
- Interconnection
- Coordinated Conversions
- Collocation

12. INITIAL IMPLEMENTATION

- 12.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of a new type of service or Lawful unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three-month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

13. PERFORMANCE MEASUREMENTS

- 13.1 SBC CONNECTICUT will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 6.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when SBC CONNECTICUT delivers non-compliant performance as defined in 3.1.3. SBC CONNECTICUT will also report results for any measurements that have been ordered by the state commission that approved this agreement, although liquidated damages shall not apply to such measurements. SBC CONNECTICUT performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

14. RESERVATION OF RIGHTS

- 14.1 The offering made by SBC CONNECTICUT in this Agreement should not and cannot be interpreted to be a waiver of its right to argue and contend in any forum, in the future, that sections 251 and 252 of the Telecommunications Act of 1996 impose no duty or legal obligation to negotiate and/or mediate or arbitrate a self-executing liquidated damages and remedy plan.

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APPENDIX PRICING (ILLINOIS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC ILLINOIS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC ILLINOIS** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement

Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **SBC ILLINOIS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
 - 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
 - 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
 - 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC ILLINOIS** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.8 The following defines the zones found in this Appendix Pricing:]
- For Loops:
- | <u>Access Area:</u> | <u>Total Access Lines:</u> |
|---------------------|--|
| A | See: Tariff 20 Part 4 Section 2, Sheets 5-36.8 |
| B | See: Tariff 20 Part 4 Section 2, Sheets 5-36.8 |
| C | See: Tariff 20 Part 4 Section 2, Sheets 5-36.8 |
- 1.9 **SBC ILLINOIS'** obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC ILLINOIS** may reject the order. In the event such

an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC ILLINOIS provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC ILLINOIS' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC ILLINOIS' current generic contract rate for the Product or Service set forth in SBC ILLINOIS' applicable state-specific generic pricing schedule as published on SBC ILLINOIS' CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC ILLINOIS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 SBC ILLINOIS' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC ILLINOIS' right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC ILLINOIS for that Product or Service and incorporated into SBC ILLINOIS' current state-specific generic pricing schedule as published on SBC ILLINOIS' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC ILLINOIS provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC ILLINOIS shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC ILLINOIS shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 SBC ILLINOIS' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC ILLINOIS' right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30-day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1)

month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

2.2

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

- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC ILLINOIS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC ILLINOIS will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC ILLINOIS network, without any changes to SBC ILLINOIS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to SBC ILLINOIS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

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

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
2	<u>NETWORK ELEMENTS</u>						
3	<u>Loops</u>						
4		2-Wire Analog -Rural (Access Area C)	U2HXC	\$	14.91	See NRC prices below	
5		2-Wire Analog - Suburban (Access Area B)	U2HXB	\$	12.40	See NRC prices below	
6		2-Wire Analog - Metro (Access Area A)	U2HXA	\$	5.17	See NRC prices below	
7		2-Wire Ground Start, Analog/Reverse Battery-Rural(Access Area C)	U2WXC	\$	12.38	See NRC prices below	
8		2-Wire Ground Start, Analog/Reverse Battery-Suburban(Access Area B)	U2WXB	\$	7.84	See NRC prices below	
9		2-Wire Ground Start, analog/Reverse Battery-Metro(Access Area A)	U2WXA	\$	2.64	See NRC prices below	
10		2-Wire Ground Start, PBX-Rural (Access Area C)	U2JXC	\$	16.71	See NRC prices below	
11		2-Wire Ground Start, PBX-Suburban (Access Area B)	U2JXB	\$	13.13	See NRC prices below	
12		2-Wire Ground Start, PBX-Metro (Access Area A)	U2JXA	\$	4.11	See NRC prices below	
13		2-Wire COPTS Coin-Rural(Access Area C)	U2CXC	\$	16.94	See NRC prices below	
14		2-Wire COPTS Coin-Suburban(Access Area B)	U2CXB	\$	13.28	See NRC prices below	
15		2-Wire COPTS Coin-Metro(Access Area A)	U2CXA	\$	4.11	See NRC prices below	
16		2-Wire EKL--Rural(Access Area C)	U2KXC	\$	21.62	See NRC prices below	
17		2-Wire EKL-Suburban(Access Area B)	U2KXB	\$	16.30	See NRC prices below	
18		2-Wire EKL-Metro(Access Area A)	U2KXA	\$	4.24	See NRC prices below	
19		Conditioning for dB Loss			N/A	See NRC prices below	
20		4-Wire Analog - Rural (Access Area C)	U4XHC	\$	34.97	See NRC prices below	
21		4-Wire Analog - Suburban (Access Area B)	U4HXB	\$	27.25	See NRC prices below	
22		4-Wire Analog - Metro Access Area A)	U4HXA	\$	8.27	See NRC prices below	
23		2-Wire Digital - Rural (Access Area C)	U2QXC	\$	22.24	See NRC prices below	
24		2-Wire Digital - Suburban (Access Area B)	U2QXB	\$	17.76	See NRC prices below	
25		2-Wire Digital - Metro (Access Area A)	U2QXA	\$	5.44	See NRC prices below	
26		DS1 Loop - Rural (Access Area C)	4U1XC	\$	53.82	See NRC prices below	
27		DS1 Loop - Suburban (Access Area B)	4U1XB	\$	40.49	See NRC prices below	
28		DS1 Loop - Metro (Access Area A)	4U1XA	\$	27.72	See NRC prices below	
29		DS3 Loop - Rural (Access Area C)	U4D3C	\$	528.15	See NRC prices below	
30		DS3 Loop - Suburban (Access Area B)	U4D3B	\$	405.76	See NRC prices below	
31		DS3 Loop - Metro (Access Area A)	U4D3A	\$	335.73	See NRC prices below	
32	<u>DSL Capable Loops</u>						
33	<u>2-Wire xDSL Loop</u>						
34		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$	17.81	See NRC prices below	
35		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$	11.57	See NRC prices below	
36		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$	5.09	See NRC prices below	
37							
38		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$	17.81	See NRC prices below	
39		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$	11.57	See NRC prices below	
40		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$	5.09	See NRC prices below	
41							
42		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$	17.81	See NRC prices below	
43		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$	11.57	See NRC prices below	
44		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$	5.09	See NRC prices below	
45							
46		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$	17.81	See NRC prices below	
47		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$	11.57	See NRC prices below	
48		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$	5.09	See NRC prices below	
49							
50		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$	17.81	See NRC prices below	
51		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$	11.57	See NRC prices below	
52		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$	5.09	See NRC prices below	
53							
54		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$	17.81	See NRC prices below	
55		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$	11.57	See NRC prices below	
56		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$	5.09	See NRC prices below	
57	<u>4-Wire xDSL Loop</u>						
58		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$	33.59	See NRC prices below	
59		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$	20.93	See NRC prices below	
60		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$	7.93	See NRC prices below	
61	<u>IDSL Capable Loop</u>						
62		IDSL Loop Access Area C - Rural	UY5FC	\$	22.24	See NRC prices below	
63		IDSL Loop Access Area B - Suburban	UY5FB	\$	17.76	See NRC prices below	
64		IDSL Loop Access Area A - Metro	UY5FA	\$	5.44	See NRC prices below	
65							
66		LST					
67		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD		N/A	\$	237.74
68		Line & Station Transfer(LST) performed on Sub Loop	URCLB		N/A	\$	221.31
69	<u>Loop Qualification Process</u>						
70		Loop Qualification Process - Mechanized	NR98U		N/A	\$0.00	N/A
71		Loop Qualification Process - Manual per minute	NRBXU		N/A	\$0.00	N/A
72							
73	<u>DSL Conditioning Options</u>						
74	<u>DSL Conditioning Options - >12KFT and < 17.5KFT</u>						
75	**	Removal of Repeater Options - per element	NRBXV		N/A	\$21.49	N/A
76	**	Removal Excessive Bridged Tap Option - per element	NRBXW		N/A	\$14.00	N/A
77	**	Removal of Load Coil - per element	NRBZX		N/A	\$14.08	N/A
78	<u>DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per element</u>						

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
79	**	Removal of Repeater Options - per element	NRBNL	N/A		\$21.49	N/A
80	**	Removal Excessive Bridged Tap Option - per element	NRBNK	N/A		\$14.00	N/A
81	**	Removal of Load Coil - per element	NRBNJ	N/A		\$14.08	N/A
82							
83		Remove All or NON-Excessive Bridged Tap (RABT) - MMP					
84		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None		\$286.75	N/A
85		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None		\$742.35	N/A
86		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None		\$286.75	N/A
87		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None		\$286.75	N/A
88							
89							
90		Loop Non-Recurring Charges					
91		Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) /1/					
92		Service Order - Initial (Connect) /2/	SEPUP	NA		\$ 6.76	NA
93	*	Service Order - (Disconnect) /2/	PENDING	NA		\$ 6.36	NA
94	*	Service Ordering Charge - Analog Loops - Subsequent - Per Occasion /1/	REAH9	NA		\$6.76	NA
95	*	Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion /1/	NR9UP	NA		\$5.78	NA
96		Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) /1/					
97		Line Connection (Initial) /2/	SEPUC	NA		\$49.00	NA
98		Line Connection (Additional) /2/	PENDING	NA		\$33.92	NA
99		Line Connection (Disconnect-Initial) /2/	PENDING	NA		\$9.50	NA
100		Line Connection (Disconnect-Additional) /2/	PENDING	NA		\$7.03	NA
101	*	Service Ordering -(DS1) - Administrative Charge (Connect + Disconnect) /1/		NA			
102		Service Ordering -(DS1) - Administrative Charge (Connect) /2/	NR90R	NA		\$10.64	NA
103		Service Ordering -(DS1) - Administrative Charge (Disconnect) /2/	PENDING	NA		\$8.60	NA
104		Service Provisioning (DS1) (Connect + Disconnect) /1/					
105		Connection Initial	PENDING	NA		\$200.75	NA
106		Connection Additional	PENDING	NA		\$100.57	NA
107		Disconnection Initial	PENDING	NA		\$7.49	NA
108		Disconnection Additional	PENDING	NA		\$5.83	NA
109		Service Provisioning (DS3) - Administrative Charge (Connect - Disconnect)					
110		Connection Initial	NR90Y	NA		\$ 10.64	NA
111		Connection Additional	PENDING	NA		\$ 8.60	NA
112		Service Provisioning DS3 (Connect + Disconnect)					
113		Connection Initial	PENDING	NA		\$84.49	NA
114		Connection Additional	PENDING	NA		\$28.79	NA
115		Disconnection Initial	PENDING	NA		\$7.68	NA
116		Disconnection Additional	PENDING	NA		\$6.02	NA
117							
118		SUB-LOOPS					
119		ECS to SA1 sub-loop					
120		2 Wire Analog - area A	PENDING	\$ 0.99		See NRC prices below	
121		2 Wire Analog - area B	PENDING	\$ 1.64		See NRC prices below	
122		2 Wire Analog - area C	PENDING	\$ 1.70		See NRC prices below	
123		4 Wire Analog - area A	PENDING	\$ 2.00		See NRC prices below	
124		4 Wire Analog - area B	PENDING	\$ 3.34		See NRC prices below	
125		4 Wire Analog - area C	PENDING	\$ 3.35		See NRC prices below	
126		2 Wire DSL - area A	PENDING	\$ 0.99		See NRC prices below	
127		2 Wire DSL - area B	PENDING	\$ 1.64		See NRC prices below	
128		2 Wire DSL - area C	PENDING	\$ 1.70		See NRC prices below	
129		4 Wire DSL - area A	PENDING	\$ 2.00		See NRC prices below	
130		4 Wire DSL - area B	PENDING	\$ 3.34		See NRC prices below	
131		4 Wire DSL - area C	PENDING	\$ 3.35		See NRC prices below	
132		ECS to Terminal sub-loop					
133		2 Wire Analog - area A	PENDING	\$ 0.98		See NRC prices below	
134		2 Wire Analog - area B	PENDING	\$ 5.93		See NRC prices below	
135		2 Wire Analog - area C	PENDING	\$ 10.38		See NRC prices below	
136		4 Wire Analog - area A	PENDING	\$ 2.03		See NRC prices below	
137		4 Wire Analog - area B	PENDING	\$ 11.88		See NRC prices below	
138		4 Wire Analog - area C	PENDING	\$ 20.70		See NRC prices below	
139		2 Wire DSL - area A	PENDING	\$ 0.98		See NRC prices below	
140		2 Wire DSL - area B	PENDING	\$ 5.93		See NRC prices below	
141		2 Wire DSL - area C	PENDING	\$ 10.38		See NRC prices below	
142		4 Wire DSL - area A	PENDING	\$ 2.03		See NRC prices below	
143		4 Wire DSL - area B	PENDING	\$ 11.88		See NRC prices below	
144		4 Wire DSL - area C	PENDING	\$ 20.70		See NRC prices below	
145		ECS to NID sub-loop					
146		2 Wire Analog - area A	PENDING	\$ 2.14		See NRC prices below	
147		2 Wire Analog - area B	PENDING	\$ 7.36		See NRC prices below	
148		2 Wire Analog - area C	PENDING	\$ 11.84		See NRC prices below	
149		4 Wire Analog - area A	PENDING	\$ 4.36		See NRC prices below	
150		4 Wire Analog - area B	PENDING	\$ 14.74		See NRC prices below	
151		4 Wire Analog - area C	PENDING	\$ 23.64		See NRC prices below	
152		2 Wire DSL - area A	PENDING	\$ 2.14		See NRC prices below	
153		2 Wire DSL - area B	PENDING	\$ 7.36		See NRC prices below	
154		2 Wire DSL - area C	PENDING	\$ 11.84		See NRC prices below	
155		4 Wire DSL - area A	PENDING	\$ 4.36		See NRC prices below	
156		4 Wire DSL - area B	PENDING	\$ 14.74		See NRC prices below	
157		4 Wire DSL - area C	PENDING	\$ 23.64		See NRC prices below	

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring	
158		SAI to Terminal sub-loop				
159	*	2 Wire Analog - area A	PENDING	\$ 1.28		See NRC prices below
160	*	2 Wire Analog - area B	PENDING	\$ 3.50		See NRC prices below
161	*	2 Wire Analog - area C	PENDING	\$ 5.65		See NRC prices below
162	*	4 Wire Analog - area A	PENDING	\$ 1.43		See NRC prices below
163	*	4 Wire Analog - area B	PENDING	\$ 5.90		See NRC prices below
164	*	4 Wire Analog - area C	PENDING	\$ 9.34		See NRC prices below
165	*	2 Wire DSL - area A	PENDING	\$ 1.14		See NRC prices below
166	*	2 Wire DSL - area B	PENDING	\$ 3.12		See NRC prices below
167	*	2 Wire DSL - area C	PENDING	\$ 5.65		See NRC prices below
168	*	4 Wire DSL - area A	PENDING	\$ 1.43		See NRC prices below
169	*	4 Wire DSL - area B	PENDING	\$ 5.90		See NRC prices below
170	*	4 Wire DSL - area C	PENDING	\$ 9.34		See NRC prices below
171		SAI to NID sub-loop				
172	*	2 Wire Analog - area A	PENDING	\$ 1.67		See NRC prices below
173	*	2 Wire Analog - area B	PENDING	\$ 4.67		See NRC prices below
174	*	2 Wire Analog - area C	PENDING	\$ 7.66		See NRC prices below
175	*	4 Wire Analog - area A	PENDING	\$ 2.14		See NRC prices below
176	*	4 Wire Analog - area B	PENDING	\$ 8.81		See NRC prices below
177	*	4 Wire Analog - area C	PENDING	\$ 13.94		See NRC prices below
178	*	2 Wire DSL - area A	PENDING	\$ 1.38		See NRC prices below
179	*	2 Wire DSL - area B	PENDING	\$ 3.61		See NRC prices below
180	*	2 Wire DSL - area C	PENDING	\$ 7.66		See NRC prices below
181	*	4 Wire DSL - area A	PENDING	\$ 2.14		See NRC prices below
182	*	4 Wire DSL - area B	PENDING	\$ 8.63		See NRC prices below
183	*	4 Wire DSL - area C	PENDING	\$ 13.94		See NRC prices below
184		Terminal to NID sub-loop				
185	*	2 Wire Analog - area A	PENDING	\$ 0.42		See NRC prices below
186	*	2 Wire Analog - area B	PENDING	\$ 1.01		See NRC prices below
187	*	2 Wire Analog - area C	PENDING	\$ 1.10		See NRC prices below
188	*	4 Wire Analog - area A	PENDING	\$ 0.62		See NRC prices below
189	*	4 Wire Analog - area B	PENDING	\$ 2.21		See NRC prices below
190	*	4 Wire Analog - area C	PENDING	\$ 2.42		See NRC prices below
191	*	2 Wire DSL - area A	PENDING	\$ 0.35		See NRC prices below
192	*	2 Wire DSL - area B	PENDING	\$ 0.78		See NRC prices below
193	*	2 Wire DSL - area C	PENDING	\$ 0.97		See NRC prices below
194	*	4 Wire DSL - area A	PENDING	\$ 0.56		See NRC prices below
195	*	4 Wire DSL - area B	PENDING	\$ 1.89		See NRC prices below
196	*	4 Wire DSL - area C	PENDING	\$ 2.24		See NRC prices below
197		NID sub-loop element				
198		2 Wire Analog - area A	PENDING	\$ 0.19		See NRC prices below
199		2 Wire Analog - area B	PENDING	\$ 0.24		See NRC prices below
200		2 Wire Analog - area C	PENDING	\$ 0.20		See NRC prices below
201		4 Wire Analog - area A	PENDING	\$ 0.42		See NRC prices below
202		4 Wire Analog - area B	PENDING	\$ 0.50		See NRC prices below
203		4 Wire Analog - area C	PENDING	\$ 0.42		See NRC prices below
204		2 Wire DSL - area A	PENDING	\$ 0.19		See NRC prices below
205		2 Wire DSL - area B	PENDING	\$ 0.24		See NRC prices below
206		2 Wire DSL - area C	PENDING	\$ 0.20		See NRC prices below
207		4 Wire DSL - area A	PENDING	\$ 0.42		See NRC prices below
208		4 Wire DSL - area B	PENDING	\$ 0.50		See NRC prices below
209		4 Wire DSL - area C	PENDING	\$ 0.42		See NRC prices below
210		2 Wire ISDN Compatible - area A	PENDING	\$ 0.19		See NRC prices below
211		2 Wire ISDN Compatible - area B	PENDING	\$ 0.24		See NRC prices below
212		2 Wire ISDN Compatible - area C	PENDING	\$ 0.20		See NRC prices below
213		4 Wire DS1 Compatible - area A	PENDING	TBD		See NRC prices below
214		4 Wire DS1 Compatible - area B	PENDING	TBD		See NRC prices below
215		4 Wire DS1 Compatible - area C	PENDING	TBD		See NRC prices below
216						
217		Sub-Loop Non-Recurring Charges				
218	*	2-Wire Analog Sub-Loop	PENDING		\$ 220.28	
219	*	4-Wire Analog Sub-Loop	PENDING		\$ 239.27	
220	*	2-Wire xDSL Digital Sub-Loop	PENDING		\$ 220.28	
221	*	4-Wire xDSL Digital Sub-Loop	PENDING		\$ 279.25	
222	*	2-Wire ISDN Digital Sub-Loop	PENDING		\$ 305.92	
223	*	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop	PENDING		\$ 513.73	
224						
225		Service Order Charge				
226	*	Establish, per occasion	PENDING		\$ 13.17	
227	*	Add or change, per occasion	PENDING		\$ 13.17	
228		Line Connection Charge				
229	*	per occasion	PENDING		\$ 25.08	
230						
231						
232		Cross Connects				
233		2-Wire	CXCT2	\$ 0.14	NA	NA
234		DS1/LT1	CXCDX	\$ 0.43	NA	NA

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring	
235		DS3/LT3	CXC8X	\$ 0.76	NA	NA
236		DS3 Loop Cross-Connect to Collocation	CXCBX	\$ 33.14	NA	NA
237						
238		Interoffice Transport:				
239	DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	\$ 17.35	NA	NA
240		Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	\$ 1.88	NA	NA
241	DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4XA-XC	\$ 146.93	NA	NA
242		Interoffice Mileage - Per Mile - All Areas	1YZXA-XC	\$ 29.81	NA	NA
243		Interoffice Mileage Termination - Per Point of Termination - All Areas	CZ4WA-WC	\$ 146.93	NA	NA
244		Interoffice Mileage - Per Mile - All Areas	1YZBA-BC	\$ 29.81	NA	NA
245						
246		Multiplexing				
247		DS1 to Voice Grade	QMVXA-XC	\$ 275.34	NA	NA
248		DS3 to DS1	QM3XA-XC	\$ 404.30	NA	NA
249						
250		Dedicated Transport Cross Connects				
251	DS1		CXCDX	0.43	NA	NA
252	DS3		CXCEX	\$ 0.76	NA	NA
253						
254		Dedicated Transport Optional Features & Functions				
255	* DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYXA-XC		\$ 443.18	NA
256						
257		Dedicated Transport Installation & Rearrangement Charges				
258	* DS1	Administration Charge - Per Order	ORCMX	NA	\$ 406.61	NA
259	*	Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$ 632.71	NA
260	*	Carrier Connection Charge - Per Order	NRBBL	NA	\$ 585.51	NA
261	* DS3	Administration Charge - Per Order	ORCMX	NA	\$ 308.22	NA
262	*	Design & Central Office Connection Charge - Per Circuit	NRBC4	NA	\$ 671.16	NA
263	*	Carrier Connection Charge - Per Order	NRBDT	NA	\$ 377.25	NA
264						
265		Enhanced Extended Loop (EEL) Service Order per LSR				
266		Analog Loop Service Order Charge, per ASR or LSR				
267		Electronic Establish (Connection + Disconnection) /1/				NA
268		Connection	PENDING	NA	\$ 10.48	NA
269		Disconnection /2/	PENDING	NA	\$ 8.63	NA
270		Electronic Subsequent			\$ 10.04	NA
271		Manual Establish (Connection + Disconnection) /1/				NA
272		Connection	PENDING	NA	\$ 63.12	NA
273		Disconnection	PENDING	NA	\$ 42.47	NA
274		Manual Subsequent	PENDING	NA	\$ 59.18	NA
275						
276		2-Wire Digital Loop Service Order Charge				
277		Electronic Establish (Connection + Disconnection) /1/				NA
278		Connection	PENDING	NA	\$ 10.48	NA
279		Disconnection	PENDING	NA	\$ 8.63	NA
280		Electronic Subsequent	PENDING	NA	\$ 10.04	NA
281		Manual Establish (Connection + Disconnection) /1/				NA
282		Connection	PENDING	NA	\$ 63.12	NA
283		Disconnection	PENDING	NA	\$ 42.47	NA
284		Manual Subsequent	PENDING	NA	\$ 59.18	NA
285		DS1 Loop Service Order Charge Per LSR or ASR				
286		Electronic Establish (Connection + Disconnection)				
287		Connection	PENDING	NA	\$ 11.14	NA
288		Disconnection	PENDING	NA	\$ 8.63	NA
289		Electronic Subsequent	PENDING	NA	\$ 10.04	NA
290		Manual Establish (Connection + Disconnection)				NA
291		Connection	PENDING	NA	\$ 69.74	NA
292		Disconnection	PENDING	NA	\$ 42.47	NA
293		Manual Subsequent	PENDING	NA	\$ 59.18	NA
294		DS1 Transport Service Order Charge Per LSR or ASR				NA
295		Electronic Establish (Connection + Disconnection)				NA
296		Connection	PENDING	NA	\$ 11.44	NA
297		Disconnection	PENDING	NA	\$ 8.63	NA
298		Manual Establish (Connection + Disconnection)				NA
299		Connection	PENDING	NA	\$ 72.70	NA
300		Disconnection	PENDING	NA	\$ 42.47	NA
301		DS3 Transport Service Order Charge Per LSR or ASR				NA
302		Electronic Establish (Connection + Disconnection)				NA
303		Connection	PENDING	NA	\$ 11.44	NA
304		Disconnection	PENDING	NA	\$ 8.63	NA
305		Manual Establish (Connection + Disconnection)				
306		Connection	PENDING	NA	\$ 72.70	
307		Disconnection	PENDING	NA	\$ 42.47	
308		Central Office DS1 to Voice Mux Service Order				
309		Electronic Establish (Connection + Disconnection)				
310		Connection	PENDING	NA	\$ 11.44	
311		Disconnection	PENDING	NA	\$ 8.63	

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
312		Manual Establish (Connection + Disconnection)					
313		Connection	PENDING	NA		\$ 72.70	
314		Disconnection	PENDING	NA		\$ 42.47	
315		Non-Channelized DS1 EEL Service Order					
316		Electronic Establish (Connection + Disconnection)					
317		Connection	PENDING	NA		\$ 11.14	
318		Disconnection	PENDING	NA		\$ 8.63	
319		Manual Establish (Connection + Disconnection)					
320		Connection	PENDING	NA		\$ 69.74	
321		Disconnection	PENDING	NA		\$ 42.47	
322		Provisioning	PENDING	NA			
323		2-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/					
324		Connection	PENDING	NA		\$ 49.44	
325		Disconnection	PENDING	NA		\$ 9.50	
326		2-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/					
327		Connection	PENDING	NA		\$ 33.86	
328		Disconnection	PENDING	NA		\$ 7.03	
329		4-Wire Analog Loop Connection - Initial (Connection + Disconnection) /1/					
330		Connection	PENDING	NA		\$ 49.44	
331		Disconnection	PENDING	NA		\$ 9.50	
332		4-Wire Analog Loop Connection - Additional (Connection + Disconnection) /1/					
333		Connection	PENDING	NA		\$ 33.86	
334		Disconnection	PENDING	NA		\$ 7.03	
335		2-Wire Digital Loop Connection - Initial (Connection + Disconnection) /1/					
336		Connection	PENDING	NA		\$ 65.76	
337		Disconnection	PENDING	NA		\$ 9.50	
338		2-Wire Digital Loop Connection - Additional (Connection + Disconnection) /1/					
339		Connection	PENDING	NA		\$ 30.46	
340		Disconnection	PENDING	NA		\$ 7.03	
341		4-Wire DS1 Digital Loop Connection - Initial (Connection + Disconnection)					
342		Connection	PENDING			\$ 248.22	
343		Disconnection	PENDING			\$ 11.97	
344		4-Wire DS1 Digital Loop Connection - Additional (Connection + Disconnection)					
345		Connection	PENDING			\$ 135.15	
346		Disconnection	PENDING			\$ 8.25	
347		Central Office Multiplexing DS1 to Voice - Initial (Connection + Disconnection)					
348		Connection	PENDING			\$ 66.78	
349		Disconnection	PENDING			\$ 7.92	
350		Central Office Multiplexing DS1 to Voice - Additional (Connection + Disconnection)					
351		Connection	PENDING			\$ 36.59	
352		Disconnection	PENDING			\$ 4.20	
353		DS1 Interoffice UDT - Collocated Initial (Connection + Disconnection)					
354		Connection	PENDING			\$ 95.69	
355		Disconnection	PENDING			\$ 12.35	
356		DS1 Interoffice UDT - Collocated Additional (Connection + Disconnection)					
357		Connection	PENDING			\$ 61.65	
358		Disconnection	PENDING			\$ 8.64	
359		DS1 Interoffice UDT - Non-Collocated - Initial (Connection + Disconnection)					
360		Connection	PENDING			\$ 280.21	
361		Disconnection	PENDING			\$ 17.20	
362		DS1 Interoffice UDT - Non-Collocated - Additional (Connection + Disconnection)					
363		Connection	PENDING			\$ 146.51	
364		Disconnection	PENDING			\$ 12.13	
365		4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial (Connection + Disconnection)					
366		Connection	PENDING			\$ 356.20	
367		Disconnection	PENDING			\$ 17.20	
368		4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional (Connection + Disconnection)					
369		Connection	PENDING			\$ 146.40	
370		Disconnection	PENDING			\$ 12.13	
371		4-Wire DS1 Loop to DS1 Interoffice UDT - Non-Collocated - Initial (Connection + Disconnection)					
372		Connection	PENDING			\$ 356.20	
373		Disconnection	PENDING			\$ 17.20	
374		4-Wire DS1 Loop to DS1 Interoffice UDT - Non-Collocated - Additional (Connection + Disconnection)					
375		Connection	PENDING			\$ 228.29	
376		Disconnection	PENDING			\$ 12.13	
377		DS3 Interoffice UDT - Collocated - Initial (Connection + Disconnection)					
378		Connection	PENDING			\$ 139.71	
379		Disconnection	PENDING			\$ 17.20	
380		DS3 Interoffice UDT - Collocated - Additional (Connection + Disconnection)					
381		Connection	PENDING			\$ 48.78	
382		Disconnection	PENDING			\$ 12.13	
383		DS3 Interoffice UDT - Non-Collocated - Initial (Connection + Disconnection)					
384		Connection	PENDING			\$ 165.03	
385		Disconnection	PENDING			\$ 17.20	
386		DS3 Interoffice UDT - Non-Collocated - Additional (Connection + Disconnection)					
387		Connection	PENDING			\$ 55.44	
388		Disconnection	PENDING			\$ 12.13	

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring	Non-Recurring	
389		Clear Channel Capability, Initial, Install	PENDING		\$ 70.32	
390		Clear Channel Capability, Additional, Install	PENDING		\$ 8.87	
391		Clear Channel Capability, Additional, Disconnect	PENDING		\$ 8.87	
392						
393		Special Access to UNE Conversion			NA	
394		Channelized Facility (DS1 or DS3) Term. to Collo. w Circuits (DS0 or S1) Terminating to EU Prem. With mileage				
395		Channelized Facility from Cage, DS1, Design and Coordination Charge	PENDING		NA	
396		Channelized Facility from Cage, DS3, Design and Coordination Charge	PENDING		NA	
397		Non Channelized Facility (DS1, DS3, or DSO) Terminating to EU Prem. With Mileage				
398		Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	PENDING		NA	
399		Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	PENDING		NA	
400		Non-Channelized Facility from Cage, DS3, Design and Coordination charge	PENDING		NA	
401		Channelized Facility (DS1 or DS3) Term. To Collo. With Circuits (DSO or DS1) Terminating to Collo				
402		Channelized Facility from POP, DS1, Design and Coordination charge	PENDING		NA	
403		Channelized Facility from POP, DS3, Design and Coordination Charge	PENDING		NA	
404		Non Channelized Facility (DS1, DS3, or DSO) Termination to EU Prem. W/O Mileage				
405		Non-Channelized Facility from POP, DSO, Design and Coordination Charge	PENDING		NA	
406		Non-Channelized Facility from POP, DS1, Design and Coordination Charge	PENDING		NA	
407		Non-Channelized Facility from POP, DS3, Design and Coordination Charge	PENDING		NA	NA
408		Private Line to UNE Conversion	NRMEZ		\$ 25.57	NA
409		AC2U Project Administrative Activity Per Service Circuit	PENDING		\$ 21.23	
410		Dark Fiber				
411		Dark Fiber Interoffice				
412	*	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$16.24	NA	NA
413		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$0.00179	NA	NA
414		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$3.43	NA	NA
415		Inquiry (Per Request)				
416	*	Dark Fiber Interoffice Transport - NRC	NR9D6	NA	\$325.28	NA
417		FIRM ORDER (Per Fiber Strand)				
418	*	Administrative per Order	NRB51	NA	\$28.63	NA
419	*	Dark Fiber Interoffice Transport - NRC	NRB54	NA	\$612.88	NA
420						
421		Routine Modifications				
422		Routine Modifications to Existing Facilities Charge	PENDING	NA	ICB	NA
423						
424						
425		LNP				
426		***Local Number Portability	NSR	\$0	N/A	
427		***Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing				
428		effective October 1, 2004.				
429						
430		Maintenance of Service	VRP	NA	\$71.00	
431						
432		OTHER				
433		Directory Assistance				
434						
435		Facility-based DA				
436		Directory Assistance, per call	OPEN	\$ 0.30	NA	NA
437		Directory Assistance/National Directory Assistance/Reverse DA, per call	OPEN	\$ 0.35	NA	NA
438		Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA	NA
439		Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	NA
440		- per call	OPEN	\$ 0.025		
441		Branding - Facility Based - Initial/Subsequent Load				
442		- Branding, per trunk group	OPEN	NA	\$ 800.00	NA
443		Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
444		Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
445		DA Listing License				
446		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
447		- per listing for initial load	OPEN	NA	\$ 0.040	NA
448		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
449		Option #2 Full File (all states inclusive) Billable Release				
450		- per listing for initial load	OPEN	NA	\$ 0.020	NA
451		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
452		- per usage/query	OPEN	NA	\$ 0.020	NA
453		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
454		- per listing for initial load	OPEN	NA	\$ 0.050	NA
455		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
456		Option #4 Pick & Choose (by state) Billable Release				
457		- per listing for initial load	OPEN	NA	\$ 0.020	NA
458		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
459		- per usage/query	OPEN	NA	\$ 0.020	NA
460		Operator Services				
461		Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA	NA
462		Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA	NA
463		Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	NA
464		- per call	OPEN	\$ 0.025		
465		Branding - Facility Based - Initial/Subsequent Load				

Line	ILLINOIS	SBC Generic Rates	USOC	Recurring		Non-Recurring	
466		- Branding, per trunk group	OPEN	NA		\$ 800.00	NA
467		Operator Services - Rate Reference - Initial Load	OPEN	NA		\$ 2,200.00	NA
468		Operator Services - Rate Reference - Subsequent Load	OPEN	NA		\$ 1,000.00	NA
469							
470	Resale						
471		Reverse Directory Assistance (RDA)	OPEN	\$ 1.25		NA	NA
472							
473		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03		NA	NA
474							
475		Structure Access - Poles & Ducts		Annually			
476		Per Pole attachment*	OPEN	\$ 1.69		NA	NA
477		Per Foot of innerduct:					
478		with two or fewer innerducts	OPEN	\$ 0.38		NA	NA
479		with three innerducts	OPEN	\$ 0.26		NA	NA
480		with four innerducts	OPEN	\$ 0.19		NA	NA
481		Application fee	OPEN			\$ 200.00	
482		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional					
483		one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
484							
485		Emergency Number Service Access					
486		911 Selective Router Interconnection					
487		- Digital DS1 Interface		198.11		\$ 706.64	
488		-Each DSO installed	USAGE	\$ -		\$ 507.00	
489		-Analog Channel Interface	EVG9X	\$ 19.99		\$ 610.45	
490		ANI/ALI/SR and Database Management					
491		- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.53		\$ 713.33	
492		Access Routing File (CD-ROM)	USAGE	\$ 25.95			
493		911 Selective Router Switch Administration					
494		-Per Selective Router	USAGE	\$ 91.49		\$ 5,557.82	
495							
496		INTERCARRIER COMPENSATION					
497							
498		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$0.0007			
499							
500	/1/	These rates will be replaced effective March 31, 2005 by the rates identified by footnote /2/					
501	/2/	In accordance with the Order in ICC Docket 02-0864, these rates will become effective on March 31, 2005.					
502	*	This rate is interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period shall begin as of February 6, 2003, the date of the Order. True-ups pursuant to this provision shall be effectuated only upon written notice by a Party ("Notice"). Upon such Notice, the billing party shall perform the appropriate true-up calculation and issue appropriate credits or bills to the other party. If the true-up results in additional amounts to be billed, any backbilling limitations applicable to amounts billed under this Agreement will not apply.					
503							
504	**	These rates as to xDSL subloops only are interim, pursuant to the February 6, 2003 Order of the Illinois Commerce Commission in Docket No. 01-0662, and are subject to true-up to reflect any adjustments made by legally binding rulings in subsequent proceedings. The true-up period shall begin the later of February 6, 2003, the date of the Order, or the effective date of these interim rates as to a CLEC for any loop conditioning addressed above that a CLEC orders on an xDSL subloop at the rates set forth herein. True-up pursuant to this provision shall be effectuated only upon written notice by a Party ("Notice"). Upon such Notice, SBC Illinois shall perform the appropriate true-up calculation and issue adjustments, to the extent applicable. The backbilling limitations applicable to amounts billed under this Agreement will not apply. These loop conditioning rates are not interim or subject to true-up as to stand-alone xDSL loops, but rather, constitute the non-interim loop conditioning rates previously established by the ICC for stand-alone, copper xDSL loops.					
505	RESALE						
506		See the "Illinois Resale Pricing" schedule					
507		Line Connection Charge					
508		Residence	RESALE			See ILL.C.C. No. 20 Tariff Part 22	
509		Business	RESALE			See ILL.C.C. No. 20 Tariff Part 22	
510		Service Order/Service Request Charge					
511		Residence	RESALE			See ILL.C.C. No. 20 Tariff Part 22	
512		Business	RESALE			See ILL.C.C. No. 20 Tariff Part 22	
513		Non-Electronic (Manual) Service Order Charge					
514		Residence	RESALE			See ILL.C.C. No. 20 Tariff Part 22	
515		Business	RESALE			See ILL.C.C. No. 20 Tariff Part 22	
516							

APPENDIX ILLINOIS RECOURSE CREDITS

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APPENDIX ILLINOIS RECOURSE CREDITS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.
- 1.3 As used herein, **“Consequential Damages”** shall mean indirect, special, consequential, incidental or punitive damages, including loss on anticipated profits or revenues or any other economic loss in connection with or arising under the Agreement.
- 1.4 As used herein, **“Customer Credits”** shall mean those credits that CLEC provides to its end users pursuant to 83 IL Admin Code. Section 732.30 for violation of a Local Exchange Service Obligation.
- 1.5 As used herein, **“Local Exchange Service Obligations”** means those basic local exchange service standards that telecommunications carriers are expected to fulfill in accordance with 83 IL Admin. Code Section 732.20.
- 1.6 As used herein, **“Recourse Credits”** shall mean those credits that **SBC ILLINOIS** is required to provide to CLEC pursuant to 83 IL Admin. Code Section 732.35, to reimburse CLEC for those Customer Credits paid by CLEC in the event that CLEC’s violation of a Local Exchange Service Obligation is caused by **SBC ILLINOIS**.
- 1.7 As used herein, **“Recourse Credit Claim Form”** shall mean the form which is attached as Exhibit RC completed by CLEC and submitted to **SBC ILLINOIS** to request and obtain Recourse Credits. Such form shall also be available on the SBC CLEC Online website: <https://clec.sbc.com/clec/>.
- 1.8 This Appendix implements an Illinois-specific requirement imposed by 83 Ill. Admin Code Section 732.35, and corresponds to the terms and conditions by which **SBC ILLINOIS** provides Recourse Credits to CLEC pursuant to 83 Ill. Admin. Code Section 732.35 and then only to the extent required by that regulation.

2. REQUEST FOR REIMBURSEMENT

- 2.1 CLEC shall submit a Recourse Credit Claim Form to **SBC ILLINOIS**’ Local Service Center by the 10th day of each month for which CLEC seeks Recourse Credits. The Recourse Credit Claim Form shall separately identify all Customer Credits made, paid or otherwise provided by the CLEC to its end users that were required by IL Admin. Code Section 732.30 during the preceding calendar month for which reimbursement is requested from **SBC ILLINOIS**.
- 2.2 The Recourse Credit Claim Form may also include requests pertaining to Customer Credits made, paid or otherwise provided by the CLEC to its end users in prior months and not previously requested by the CLEC in an earlier Recourse Credit Claim Form, provided, however, that the CLEC shall have a maximum of ninety (90) days from the date on which the Customer Credits were credited, paid or provided by the CLEC to its end users to request a Recourse Credit from **SBC ILLINOIS**. Provided further, that the CLEC shall have ninety (90) days from earliest of a) the effective date of 83 IL Admin. Code Section 732.35 or b) the effective date of this Appendix to request reimbursement for Customer Credits paid to end users from August 1, 2001 to such effective date of this Appendix.

- 2.3 By submitting a Recourse Credit Claim Form requesting a Recourse Credit, CLEC represents and warrants to SBC ILLINOIS that (i) at the time CLEC submits such a Recourse Credit Claim Form that the information contained within is a true and correct calculation of the credit claimed due to the CLEC based on information known to the CLEC and information received by the CLEC from its customer and relied upon for substantiation under 83 IL Admin. Code Section 732.30, and (ii) that a credit in an amount that is not less than the one sought from SBC ILLINOIS was actually made to CLEC's end user associated with alleged violation of a Local Exchange Service Obligation.
- 2.4 CLEC's Recourse Credit Claim Form shall include the following information with respect to each request for Recourse Credit:
- 2.4.1 The name and telephone number of the CLEC's end user that was alleged affected;
- 2.4.2 The specific Local Exchange Service Obligation that was violated;
- 2.4.3 Brief statement as to how the alleged actions or inactions of SBC ILLINOIS, or alleged failure or deficiency in any network element or service provided by SBC ILLINOIS to the CLEC, caused the violation of the Local Exchange Service Obligation by CLEC; and
- 2.4.4 Amount of Customer Credit made, paid or provided by CLEC to its end user (including the cost to the CLEC of any alternative telephone service provided to end user) for which Recourse Credit is requested, and the date or dates on which the Customer Credit was provided.

3. RESPONSE TO REQUESTS FOR REIMBURSEMENT

- 3.1 SBC ILLINOIS shall have thirty (30) calendar days after receipt of CLEC's Recourse Credit Claim Form to notify CLEC in writing if it disputes a request for a Recourse Credit. Such notice shall separately identify each request for Recourse Credit that is disputed, and the basis on which SBC ILLINOIS disputes the reimbursement. A request for a Recourse Credit which is not disputed in writing by SBC ILLINOIS within the thirty (30) calendar day period shall be reimbursed by SBC ILLINOIS, subject to SBC ILLINOIS' right to seek recovery of credits pursuant to Section 6 of this Appendix.
- 3.2 For each request for Recourse Credit that is timely disputed by SBC ILLINOIS, the parties shall use the dispute resolution process set forth in the Agreement.

4. LIMITATION OF LIABILITY

- 4.1 SBC ILLINOIS shall not be required to make, pay or otherwise provide any Recourse Credit unless CLEC (i) is legally required to make a Customer Credit to its end users under 83 IL Admin. Code Section 732.30 and (ii) actually makes, pays, or otherwise provides such Customer Credit. In no event shall any Recourse Credit include any amount attributable to any liquidated damages or Consequential Damages or any other damages that CLEC may have paid its end user in excess of those credits expressly required by 83 IL Admin. Code Section 732.30 (a) – (c).
- 4.2 SBC ILLINOIS shall not be required to provide CLEC with Recourse Credits if a violation of a Local Exchange Service Obligations resulted from one or more of the occurrences described in 83 IL Admin. Code Section 732.30 (e).
- 4.3 In the event that SBC ILLINOIS is not the sole cause of a CLEC violation of a Local Exchange Service Obligation, the Parties shall agree to a reduction of the Recourse Credit based upon a proper allocation of fault. If the Parties cannot agree to the proper allocation of fault, the Parties shall resolve the issue by following the dispute resolution process set forth in the Agreement.

5. METHOD AND TIMING OF REIMBURSEMENT

- 5.1 Recourse Credits made under this Appendix shall be credited to the CLEC on SBC ILLINOIS' invoice to the CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the SBC ILLINOIS' receipt of the Recourse Credit Claim Form. Any Recourse Credit claims agreed to by SBC ILLINOIS after dispute resolution negotiations pursuant to Section 3.2 shall be credited

to CLEC on SBC ILLINOIS' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after dispute resolution negotiations conclude. Should dispute resolution fail, any request for Recourse Credits that SBC ILLINOIS that is ordered to honor pursuant to an order by the Illinois Commerce Commission or court of competent jurisdiction shall be credited to CLEC on SBC ILLINOIS' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the effective date of such order.

- 5.2 Where reimbursement is to be made by credit on SBC ILLINOIS' invoice to the CLEC, the invoice shall show separately the credit and the reason for it.
- 5.3 Any disputed request for a Recourse Credit which SBC ILLINOIS is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by CLEC or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by CLEC, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by CLEC to the date of payment. Any disputed request for refund or repayment of a Recourse Credit previously provided by SBC ILLINOIS which CLEC is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by SBC ILLINOIS or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by SBC ILLINOIS, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by SBC ILLINOIS to the date of payment.

6. OBLIGATION TO UPDATE

- 6.1 If CLEC becomes aware of any inaccuracy or omission in any information that it previously provided to SBC ILLINOIS to substantiate Recourse Credit claims, including if such inaccuracy or omission arises from events subsequent to the submission, CLEC shall notify SBC ILLINOIS of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission, and do so on a per-Claim basis. If in light of such inaccuracy or omission, a Recourse Credit(s) made should not or would not have been made under this Appendix, in whole or in part (even if CLEC provided a Customer Credit), SBC ILLINOIS may recover the amount of such inappropriate credits on SBC ILLINOIS' upon providing CLEC with ten (10) days advance notice. If CLEC fails to dispute such notice within ten (10) days, CLEC shall be deemed to have agreed with SBC ILLINOIS' notice and SBC ILLINOIS may recover the amount of such inappropriate credits on its next invoice to CLEC. If CLEC disputes such notice, the Parties shall comply with the dispute resolution procedures set forth in the Agreement.
- 6.2 If SBC ILLINOIS denies a Recourse Credit request, in whole or in part, and becomes aware of any inaccuracy or omission in the facts that it relied upon for its decision for that denial, SBC ILLINOIS shall notify CLEC of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission on a per-Claim basis. If such inaccuracy or omission resulted in SBC ILLINOIS failing to pay Recourse Credits, in whole or in part, to CLEC that it otherwise should have paid, SBC ILLINOIS shall provide such Recourse Credit not less than thirty (30) Business Days after SBC ILLINOIS agrees that such Recourse Credit should have been paid.

7. RESERVATION OF RIGHTS

- 7.1 The Parties acknowledge and agree that this Appendix is the result of an Illinois law and Illinois Commerce Commission regulations imposing Illinois-specific requirements and is not entered into to fulfill any Section 251 or 252 requirement or obligation. Ameritech is not admitting that this Appendix or any subject addressed herein is subject to Section 251 or 252, nor is it waiving its rights to take any position with respect to the application of the Section 251/252 process. The parties further acknowledge and agree that this Appendix was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). (See SBC/Ameritech Order in CC Docket No. 98-141, FCC 99-279 at Condition 43, and Note 725). The parties further acknowledge that the entirety of this Appendix and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Appendix.

- 7.2 This Appendix provides a mechanism to incorporate the 83 Ill. Admin. Code Section 732.35 and 220 ILCS 5/13-712 Illinois-specific requirements regarding Local Exchange Service Obligations. This Appendix is expressly conditional and is valid and binding only so long as no court or agency has ruled that the provisions of relevant 220 ILCS 5/13-712 or 83 Ill. Admin. Code Section 732.30 are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions, or has ruled that those provisions do not require all or any part of the provisions provided for in this Appendix. In any such event, the Appendix automatically expires and is no longer available upon and to the extent of any such ruling or injunctive action. In addition, the parties agree to comply with the Intervening Law or Change of Law provisions within the Agreement to amend this Appendix in the event that there is a change in relevant 220 ILCS 5/13-712 or 83 IL Admin. Code requirements.

EXHIBIT RC**Illinois Recourse Credit Claim**

Date Submitted: _____

CARRIER NAME: _____ END USER CUSTOMER AFFECTED NAME: _____

CARRIER Billing Account Number: _____ END USER CUSTOMER AFFECTED TEL. NO.: _____

Check Applicable Claim(s) Below and Provide Requested Information

Service Interruption Recourse Credit Claim

Date/Time Interruption Reported to Company* : _____

Ticket number: _____

Amount of Monthly Charge for Regulated Local Services Rendered Inoperative: \$ _____

Amount of Credit issued to end user Customer: \$ _____

Applicable Credit (Check/Circle One): Pro-Rata ____ 1/3 ____ 2/3 ____ 100% ____

Number of Additional Days ____ @ \$20/day ____ OR wireless phone \$ ____ /day

Requested Recourse Credit: \$ _____

New Service Installation Charge Credit (Missed Interval)

Date/Time Carrier Received Application for New Service: _____

Requested Installation Date: _____

Date/Time Order Received by Company* : _____ Date Installed: _____

Order number: _____

Amount of Regulated Installation Charge Actually Imposed on end-user Customer: \$ _____

Amount of Credit Issued to end-user Customer: \$ _____

Applicable Credit (Check/Circle One): 50% ____ 100% ____

Number of Additional Days ____ @ \$20/day ____ OR wireless phone \$ ____ /day

Requested Recourse Credit: \$ _____

Missed Installation Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ____/____/____ Time: AM ____ PM ____ All Day ____ (Check/Circle One)

Order number: _____

Amount of Credit Issued to end-user Customer: \$ _____

Requested Recourse Credit: \$ _____

Missed Repair Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ____/____/____ Time: AM ____ PM ____ All Day ____ (Check/Circle One)

Ticket number: _____

Amount of Credit Issued to end-user Customer: \$ _____

Requested Recourse Credit: \$ _____

****Brief statement as to how Company* caused the violation of the Local Exchange Service Obligation by the Carrier:****COMPANY* RESOLUTION/RESPONSE****Company* Contact:**

Claim Accepted: _____

Recourse Credit Amount: \$ _____

Claim Partially Accepted: _____

Claim Rejected-Incomplete: _____

Claim Denied: _____

Explanation of Partially Accepted, Rejected-Incomplete, or Denied Claim:

BY SUBMITTING THIS CREDIT CLAIM TO THE COMPANY*, CARRIER REPRESENTS AND WARRANTS THAT THE AMOUNT OF THE RECOURSE CREDIT DUE THE CARRIER IS ACCURATE AND COMPLETE, BASED ON INFORMATION KNOWN TO THE CARRIER AND INFORMATION THE CARRIER HAS RECEIVED FROM ITS END-USER CUSTOMER.

- "Company" refers to SBC ILLINOIS

SBC ILLINOIS COMMISSION APPROVED SECTION 271 PLAN DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which SBC Illinois will report performance to CLEC and compare that performance to SBC Illinois' own performance ("parity"), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 SBC Illinois agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – SBC Illinois Performance Measurement User Guide. SBC Illinois will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. SBC Illinois further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
 - 1.1 SBC Illinois will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to SBC Illinois on or before the last day of the month for which data is sought, SBC Illinois shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to SBC Illinois after the last day of the month for which data is sought, SBC Illinois shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 SBC Illinois will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (SBC Illinois retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. SBC Illinois agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for SBC Illinois retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the SBC Illinois retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to SBC Illinois' retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both SBC Illinois and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

SBC Illinois will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

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

Where: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$
 $M_{\text{ILEC}} = \text{ILEC Average}$
 $M_{\text{CLEC}} = \text{CLEC Average}$

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

σ_{ILEC}^2 = Calculated variance for ILEC

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$p = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{\text{PILEC-PCLEC}} = \text{SQRT} \{ [p(1-p)]/n_{\text{ILEC}} + [p(1-p)]/n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{\text{PILEC-PCLEC}}$$

Where: n = number of observations

P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

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

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

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

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

$\sigma_{\text{DIFF}} = \text{SQRT} \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{ILEC}} - M_{\text{CLEC}}$, $P_{\text{ILEC}} - P_{\text{CLEC}}$, $R_{\text{ILEC}} - R_{\text{CLEC}}$).
- 4.4 For measurements where the performance delivered to the CLEC is compared to SBC Illinois performance and for which the number of data points are 29 or less for either the CLEC or SBC Illinois, SBC Illinois will apply the following alternatives for compliance.
 - 4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and SBC Illinois Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):
SBC Illinois applies the Z-Test as described in section 3.0.
 - 4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):
For Percentages, the Fisher Exact Permutation Test will be used.
For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:
 - (1) Choose a sufficiently large number T .
 - (2) Pool and mix the CLEC and ILEC data sets.

- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_S) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_S results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

- 4.5 SBC Illinois and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

SBC Illinois agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 SBC Illinois will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 1.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 1, and are payable to the State Fund designated by the Commission.
- 5.4 Any CLEC wishing to incorporate, substitute or add this Performance Remedy Plan to its existing interconnection agreement, or a new interconnection agreement, must notify SBC Illinois and the Commission, in writing, of its intent to "opt-in" to a remedy plan. The CLECs "opt-in" becomes effective 20 days from the date of filing said written notice with the Commission, and it supersedes the Performance Remedy Plan previously in effect for that CLEC, if any. Payments shall be calculated in accordance with the Plan beginning with the first full calendar month following the effective date of the "opt-in". An opt-in shall be followed with an amendment to the Interconnection Agreement filed with the Commission. Any CLEC that adopts a remedy plan by purchasing out of a tariff must notify SBC Illinois and the Commission, in writing, of its intent to adopt a tariffed remedy plan. Any notice required above shall be sent to SBC Illinois' regulatory offices and the Chief Clerk's Office of the Illinois Commerce Commission.
- 5.5 SBC Illinois will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Illinois as specified in Section 9.0. To the extent that there are one or more other Commission-approved remedy plan(s) in effect that also require SBC Illinois to make Tier 2 assessments to the State (as opposed to, or in addition to, Tier 1 payments to a CLEC or CLECs), SBC Illinois will be liable for a single Tier 2 assessment for the applicable time period, which payment to the State shall be equal to either the Tier 2 assessment under such other plan(s) or the Tier 2 assessments payable under this plan, whichever is greater.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

- 6.1 SBC Illinois agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, SBC Illinois and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SBC Illinois and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 SBC Illinois' agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC Illinois and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) SBC Illinois' payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that SBC Illinois has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SBC Illinois' conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that SBC Illinois' performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by SBC Illinois under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where SBC Illinois seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether SBC Illinois has met or continues to meet the requirements of section 271 of the Act.
- 6.3 SBC Illinois shall not be liable for Tier 2 "assessments" under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4 Every six months, CLEC may participate with SBC Illinois, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.
- 6.5 CLEC and SBC Illinois will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document.
- 6.5.1 SBC Illinois agrees to an audit of the performance measurements data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The audit shall commence sixteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG (a/k/a BearingPoint) under Docket No. 98-0555. Subsequent to that initial audit, additional audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by SBC Illinois and approved by the Commission will conduct these audits at SBC Illinois' expense.

- 6.5.2 Mini Audits. In addition to an annual audit, CLEC may request mini-audits of individual performance measures/submeasures during the year. When a CLEC has reason to believe the data collected for that measure are flawed or the reporting criteria for the measure are not being adhered to, it can request that a mini-audit be performed on the specific measure/submeasure upon written request, which will include the designation of a CLEC representative to engage in discussions with SBC Illinois about the requested mini-audit. If, thirty (30) days after the CLEC's written request, the CLEC believes that the issues has not been resolved to its satisfaction, the CLEC can commence the mini-audit, after providing SBC Illinois with written notice five (5) days in advance. Each CLEC is limited to auditing three (3) single measures/submeasures during the audit year. The audit year shall commence with the start of the KPMG OSS test. **Mini-audits may not be performed, conducted or requested while the OSS third-party test, or an Annual Audit, is being conducted.** Mini-audits will be of all systems, processes and procedures associated with the production and reporting of performance measurement results for the audited measure/submeasure. Mini-audits will include two (2) months of data, and all parties agree that raw data supporting the performance measurement results will be made available, on a monthly basis, to the CLECs.
- 6.5.3 A third-party auditor will conduct the mini-audits. SBC Illinois and the CLECs will jointly select the third-party auditor. If the parties cannot agree on the auditor, the auditors selected by each party will jointly determine the auditor. The responsibility for paying the costs of such audits shall be wholly dependent on the result of the audit. A CLEC initiating a mini-audit that finds no culpability or misfeasance on SBC Illinois' part shall be fully responsible for bearing the cost of the mini-audit. In those instances where a CLEC requests a mini-audit which results in a finding that SBC Illinois has materially misreported or misrepresented data, or, SBC Illinois is found to have non-compliance procedures, SBC Illinois shall bear responsibility for full payment of the costs of the mini-audit. SBC Illinois is deemed to be materially at fault when a reported successful measure changes as a consequence of the audit to a missed measure, or, when there is an increase in the ranking of the measure as a result of the audit, i.e., from low to medium or from medium to high, as a result of a material misreport or misrepresentation. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the cost of the third-party auditor.
- 6.5.4 Each mini-audit shall be submitted to the CLEC involved and to the Commission as a proprietary document. SBC Illinois shall notify all CLECs of any mini-audit requests, on a monthly basis, within forty-five (45) days of the date of a mini-audit request. All written notices pursuant to this provision include e-mail.
- 6.6 Pursuant to Commission Order in Docket No. 01-0662, the termination of this "Commission Approved Section 271 Plan" shall be addressed in a Commission proceeding, as set forth in the Order.
- 7.0 Exclusions Limited
- 7.1 SBC Illinois shall not be obligated to pay for noncompliance with a performance measure, if, but only to the extent that, such noncompliance could not have been avoided by SBC Illinois in the exercise of due diligence. SBC Illinois shall not be excused from payment on any other grounds, except by application of the procedural threshold below. Any dispute regarding whether SBC Illinois' performance failure is excused under this paragraph shall be resolved with the Commission through a dispute resolution proceeding under the Commission's Procedural Rules, or, if the parties consent, through commercial arbitration with the American Arbitration Association. SBC Illinois shall have the burden of proof in any such proceeding to demonstrate that its noncompliance with the performance measurement should be excused because it could not have been avoided by SBC Illinois in the exercise of due diligence. Section 7.1 only suspends SBC Illinois' ability to timely perform an activity subject to performance measurement, the applicable time frame in which SBC Illinois' compliance with the parity or benchmark criterion is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event. Upon commencement of the dispute resolution proceeding set forth above, SBC Illinois shall place the liquidated damages and/or assessments in dispute in an interest-bearing escrow, to be held by a neutral third party. The outcome of the dispute resolution shall determine which party to that proceeding is entitled to the funds held in escrow, and the interest on those funds.

- 7.2 In addition to the provisions set forth herein, SBC Illinois shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC Illinois or under the Act or Illinois law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.
- 7.3 In any event where SBC Illinois believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC Illinois or under the Act or Illinois law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, SBC Illinois shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if SBC Illinois prevails. If SBC Illinois does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. SBC Illinois shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. SBC Illinois will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.
- 7.4 SBC Illinois and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Illinois interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SBC Illinois pursuant to any Illinois interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by SBC Illinois, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by SBC Illinois under all SBC Illinois interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all SBC Illinois interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but SBC Illinois has paid less than that amount due to the monthly threshold, SBC Illinois shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, SBC Illinois shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever SBC Illinois Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then SBC Illinois may request a hearing before the Commission. Upon timely commencement of this proceeding, SBC Illinois must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, SBC Illinois must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. SBC Illinois' application will be processed in an expedited manner under the process set forth in the Procedural Rules. SBC Illinois will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If SBC Illinois reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SBC Illinois has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period

under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to the Commission's Procedural Rules to request that SBC Illinois should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why SBC Illinois should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 SBC Illinois' Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due SBC Illinois for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 SBC Illinois will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, SBC Illinois or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.

8.0 Tier 1 Damages Payable to CLECs:

- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 1 as Remedied when SBC Illinois delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which SBC Illinois has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which SBC Illinois met or exceeded the performance standard. For those measures listed in Attachment 2 to Appendix 1 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Attachment 2 to Appendix 1 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance SBC Illinois provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning June 2003, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step

back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

- 8.5 Nothing herein precludes SBC Illinois and a CLEC from agreeing, in a negotiated amendment to the interconnection agreement, to the language of SBC Illinois' original proposal as it relates to the inclusion of "floors and ceilings" for the determination of a performance shortfall.
- 8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require SBC Illinois to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if SBC Illinois was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, SBC Illinois will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.
- 8.7 During this "proof of compliance" period, SBC Illinois will make liquidated damages payments only for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when SBC Illinois provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8 SBC Illinois is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for SBC Illinois to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. SBC Illinois will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.
- 8.9 In the event that performance measurement results need to be restated, SBC Illinois will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10 If it is determined through restatement of performance results or other means that SBC Illinois underpaid liquidated damages due a CLEC, or assessments due the State, SBC Illinois will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that SBC Illinois overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.
- 8.11 SBC Illinois shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes SBC Illinois for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix 1 for three consecutive months, SBC Illinois will, at request of the CLEC, initiate a "gap closure" effort. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting "gap closure" within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value ("IV")	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
Consecutive Months Compliant Performance Before Subsequent Non- Compliant Month	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

- 9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 1 as "Remedied" when SBC Illinois and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.
- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Attachment 2 to Appendix 1 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Attachment 2 to Appendix 1 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

- 10.1 If SBC Illinois fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:

- If no reports are filed, \$5,000 per day past due;

- If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.

10.2 If SBC Illinois alters previously reported data for a CLEC, and after discussions with SBC Illinois the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."

10.3 When SBC Illinois' performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SBC Illinois shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SBC Illinois' performance through March is such that SBC Illinois owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that SBC Illinois fails to pay the required amount, SBC Illinois will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.

10.4 SBC Illinois may not withhold payment of liquidated damages to a CLEC unless SBC Illinois has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.

10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and SBC Illinois.

10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SBC Illinois reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, SBC Illinois will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the "Qualifying Measurements"). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent SBC Illinois Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within "X" Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for SBC Illinois Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if SBC Illinois fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where SBC Illinois has failed to provide parity or benchmark performance for 3 consecutive months. If SBC Illinois fails to provide parity or benchmark performance in Illinois for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then SBC Illinois shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Illinois)

In the event of any inconsistency between Appendix 1, Attachment 2 to Appendix 1, and this performance remedy plan, this performance remedy plan shall supercede and control.

APPENDIX 1

Performance Measurement Business Rules (Illinois)

The Performance Measurement Business Rules are found in SBC Illinois' tariff at Ill. C. C. Appendix One is in Illinois, Tariff No. 20, Part 2, Section 11, beginning on Sheet 62.

APPENDIX-PRICING (INDIANA)

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APPENDIX PRICING (INDIANA)

1. INTRODUCTION

1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.

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

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

1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC INDIANA** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC INDIANA** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC INDIANA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC INDIANA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Exchange Area Total Access Lines:

Rate Group:

- | | |
|---|---|
| 1 | See: Tariff 20, Part 4, Section 2, Sheets 2-2.1 |
| 2 | See: Tariff 20, Part 4, Section 2, Sheets 2-2.1 |
| 3 | See: Tariff 20, Part 4, Section 2, Sheets 2-2.1 |

- 1.9 SBC INDIANA's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC INDIANA may reject the order. In the event such

an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC INDIANA provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC INDIANA's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC INDIANA's current generic contract rate for the Product or Service set forth in SBC INDIANA's applicable state-specific generic pricing schedule as published on SBC INDIANA's CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC INDIANA may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 SBC INDIANA's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC INDIANA's right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC INDIANA for that Product or Service and incorporated into SBC INDIANA's current state-specific generic pricing schedule as published on SBC INDIANA's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC INDIANA provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC INDIANA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC INDIANA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 SBC INDIANA's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC INDIANA's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum

- term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.
- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC INDIANA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC INDIANA will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC INDIANA network, without any changes to SBC INDIANA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to SBC INDIANA to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

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

Line	INDIANA		USOC	Recurring	Non-Recurring
				Monthly	First Additional
2	SBC Generic Rates				
3	NETWORK ELEMENTS				
4	Loops				
5		2-Wire Analog - Rural (Rate Class 1) /3/	U2HX1	\$ 11.50	See NRC prices below
6		2-Wire Analog - Suburban (Rate Class 2) /3/	U2HX2	\$ 12.50	See NRC prices below
7		2-Wire Analog - Metro (Rate Class 3) /3/	U2HX3	\$ 12.00	See NRC prices below
8		2-Wire Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	U2WX1	\$ 9.57	See NRC prices below
9		2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	U2WX2	\$ 8.90	See NRC prices below
10		2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	U2WX3	\$ 8.84	See NRC prices below
11		2-Wire Ground Start, PBX - Rural (Rate Class 1) /3/	U2JX1	\$ 11.67	See NRC prices below
12		2-Wire Ground Start, PBX - Suburban (Rate Class 2) /3/	U2JX2	\$ 13.01	See NRC prices below
13		2-Wire Ground Start, PBX - Metro (Rate Class 3) /3/	U2JX3	\$ 12.63	See NRC prices below
14		2-Wire COPTS Coin - Rural (Rate Class 1) /3/	U2CX1	\$ 12.00	See NRC prices below
15		2-Wire COPTS Coin - Suburban (Rate Class 2) /3/	U2CX2	\$ 13.46	See NRC prices below
16		2-Wire COPTS Coin - Metro (Rate Class 3) /3/	U2CX3	\$ 13.07	See NRC prices below
17		2-Wire EKL - Rural (Rate Class 1) /3/	U2KX1	\$ 13.17	See NRC prices below
18		2-Wire EKL - Suburban (Rate Class 2) /3/	U2KX2	\$ 15.09	See NRC prices below
19		2-Wire EKL - Metro (Rate Class 3) /3/	U2KX3	\$ 14.66	See NRC prices below
20		Conditioning for dB Loss			
21		4-Wire Analog - Rural (Rate Class 1) /3/	U4HX1	\$ 27.28	See NRC prices below
22		4-Wire Analog - Suburban (Rate Class 2) /3/	U4HX2	\$ 31.49	See NRC prices below
23		4-Wire Analog - Metro (Rate Class 3) /3/	U4HX3	\$ 30.59	See NRC prices below
24		2-Wire Digital - Rural (Rate Class 1) /3/	U2QX1	\$ 16.00	See NRC prices below
25		2-Wire Digital - Suburban (Rate Class 2) /3/	U2QX2	\$ 19.48	See NRC prices below
26		2-Wire Digital - Metro (Rate Class 3) /3/	U2QX3	\$ 18.19	See NRC prices below
27		DS1 Loop - Rural (Rate Class 1) /3/	4U1X1	\$ 37.04	See NRC prices below
28		DS1 Loop - Suburban (Rate Class 2) /3/	4U1X2	\$ 39.35	See NRC prices below
29		DS1 Loop - Metro (Rate Class 3) /3/	4U1X3	\$ 46.10	See NRC prices below
30		DS3 Loop - Rural (Rate Class 1) /3/	U4D31	\$ 469.53	See NRC prices below
31		DS3 Loop - Suburban (Rate Class 2) /3/	U4D32	\$ 447.20	See NRC prices below
32		DS3 Loop - Metro (Rate Class 3) /3/	U4D33	\$ 431.98	See NRC prices below
33					
34	DSL Capable Loops				
35	2-Wire xDSL Loop				
36		PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLA1	\$ 9.33	See NRC prices below
37		PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLA2	\$ 10.45	See NRC prices below
38		PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLA3	\$ 9.84	See NRC prices below
39					
40		PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLC1	\$ 9.33	See NRC prices below
41		PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLC2	\$ 10.45	See NRC prices below
42		PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLC3	\$ 9.84	See NRC prices below
43					
44		PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLB1	\$ 9.33	See NRC prices below
45		PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLB2	\$ 10.45	See NRC prices below
46		PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLB3	\$ 9.84	See NRC prices below
47					
48		PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLD1	\$ 9.33	See NRC prices below
49		PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLD2	\$ 10.45	See NRC prices below
50		PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLD3	\$ 9.84	See NRC prices below
51					
52		PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	UWRA1	\$ 9.33	See NRC prices below
53		PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	UWRA2	\$ 10.45	See NRC prices below
54		PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	UWRA3	\$ 9.84	See NRC prices below
55					
56		PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural /3/	2SLF1	\$ 9.33	See NRC prices below
57		PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban /3/	2SLF2	\$ 10.45	See NRC prices below
58		PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro /3/	2SLF3	\$ 9.84	See NRC prices below
59	4-Wire xDSL Loop				
60		PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural /3/	4SL11	\$ 16.95	See NRC prices below
61		PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban /3/	4SL12	\$ 19.08	See NRC prices below
62		PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro /3/	4SL13	\$ 18.18	See NRC prices below
63					
64	IDSL Capable Loop				
65		IDSL Loop Class 1 - Rural /3/	UY5F1	\$ 9.33	See NRC prices below
66		IDSL Loop Class 2 - Suburban /3/	UY5F2	\$ 10.45	See NRC prices below
67		IDSL Loop Class 3 - Metro /3/	UY5F3	\$ 9.84	See NRC prices below
68					
69	LST				
70		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 165.26
71					
72					
73	Loop Qualification Process				
74		Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10
75		Loop Qualification Process - Manual	NRBXU	N/A	TBD
76		Loop Qualification Process - Detailed Manual	TBD	N/A	TBD
77					
78	xDSL Conditioning				
79		DSL Conditioning Options - >12KFT			
80		Removal of Repeater Options (per unit removed)	NRBXV	N/A	\$24.70

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA			Recurring	Non-Recurring
2	SBC Generic Rates		USOC	Monthly	First Additional
81		Removal Excessive Bridged Tap Option (per unit removed)	NRBXW	N/A	\$16.09 N/A
82		Removal of Load Coil (per unit removed)	NRBZX	N/A	\$16.18 N/A
83					
84		Removal of All or NON-Excessive Bridged Tap (RABT) - MMP			
85		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$212.42
86		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	549.92
87		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	\$212.42
88		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$212.42
89					
90		Loop Non-Recurring Charges (Excluding DS3)			
91		Res/Bus Analog/2-W digital Loop, Initial Request, Install /3/	SEPUP	N/A	\$ 6.83 N/A
92		Res/BUS Analog/2-w digital Loop, Initial Request, Disconnect /3/	NR9OE		\$ 4.29
93		Res/BUS Analog/2-W digital Loop, Subsequent Request /3/	REAH9	N/A	\$ 6.83 N/A
94		Res/BUS Analog/2-W digital Loop, record Request /3/	NR9UP		\$ 6.43
95		Res/Bus Line Connection Standalone Line Connection Charge, Initial, Install /3/	SEPUC	N/A	\$ 22.48 N/A
96		Res/BUS Standalone Line Connection Charge, Initial, Disconnect /3/	NR9OG		\$ 7.42
97		Res/Bus Standalone Line Connection Charge, Additional, Install /3/	REAH5	N/A	\$ 15.55
98	/	Res/BUS Standalone Line Connection Charge, Additional, Disconnect /3/	PENDING		\$ 4.81
99					
100	/	DS I Service Provisioning, Initial, Install /3/	PENDING		\$ 142.36
101	/	DS 1 Service Provisioning, Initial, Disconnect /3/	PENDING		\$ 20.51
102	/	DS 1 Service Provisioning, Additional, Install /3/	PENDING		\$ 96.33
103	/	DS1 Service Provisioning, Additional, Disconnect /3/	PENDING		\$ 16.25
104		DS1 Loop, Administrative Activity, Install /3/	NR9OR		\$ 10.65
105		DS1 Loop, Administrative Activity, Disconnect /3/	NR9OT		\$ 4.86
106					
107		DS3 Loop Non-Recurring Charges			
108		Administrative /3/	NR9OY	N/A	\$ 10.65 N/A
109		Design & Central Office	NR9O1	N/A	\$ 525.79 N/A
110		Customer Connection	NR9O3	N/A	\$ 187.37 N/A
111	/	DS3 Service Provisioning, Initial, Install /3/	PENDING		\$ 151.68
112	/	DS3 Service Provisioning, Initial, Disconnect /3/	PENDING		\$ 20.89
113	/	DS3 Service Provisioning, Additional, Install /3/	PENDING		\$ 70.41
114	/	DS3 Service Provisioning, Additional, Disconnect /3/	PENDING		\$ 16.63
115		DS3 Loop, Administrative Activity, Disconnect /3/	NR9OZ		\$ 4.86
116					
117		SUB-LOOPS			
118		ECS to SAI sub-loop			
119		2 Wire Analog - Rate Group 3	PENDING	\$ 1.73	See NRC prices below
120		2 Wire Analog - Rate Group 2	PENDING	\$ 1.24	See NRC prices below
121		2 Wire Analog - Rate Group 1	PENDING	\$ 3.17	See NRC prices below
122		4 Wire Analog - Rate Group 3	PENDING	\$ 3.44	See NRC prices below
123		4 Wire Analog - Rate Group 2	PENDING	\$ 2.48	See NRC prices below
124		4 Wire Analog - Rate Group 1	PENDING	\$ 6.32	See NRC prices below
125		2 Wire DSL - Rate Group 3	PENDING	\$ 1.73	See NRC prices below
126		2 Wire DSL - Rate Group 2	PENDING	\$ 1.24	See NRC prices below
127		2 Wire DSL - Rate Group 1	PENDING	\$ 3.17	See NRC prices below
128		4 Wire DSL - Rate Group 3	PENDING	\$ 3.44	See NRC prices below
129		4 Wire DSL - Rate Group 2	PENDING	\$ 2.48	See NRC prices below
130		4 Wire DSL - Rate Group 1	PENDING	\$ 6.32	See NRC prices below
131		ECS to Terminal sub-loop			
132		2 Wire Analog - Rate Group 3	PENDING	\$ 5.71	See NRC prices below
133		2 Wire Analog - Rate Group 2	PENDING	\$ 5.95	See NRC prices below
134		2 Wire Analog - Rate Group 1	PENDING	\$ 8.02	See NRC prices below
135		4 Wire Analog - Rate group 3	PENDING	\$ 11.45	See NRC prices below
136		4 Wire Analog - Rate Group 2	PENDING	\$ 11.92	See NRC prices below
137		4 Wire Analog - Rate Group 1	PENDING	\$ 15.99	See NRC prices below
138		2 Wire DSL - Rate Group 3	PENDING	\$ 5.71	See NRC prices below
139		2 Wire DSL - Rate Group 2	PENDING	\$ 5.95	See NRC prices below
140		2 Wire DSL - Rate group 1	PENDING	\$ 8.02	See NRC prices below
141		4 Wire DSL - Rate Group 3	PENDING	\$ 11.45	See NRC prices below
142		4 Wire DSL - Rate Group 2	PENDING	\$ 11.92	See NRC prices below
143		4 Wire DSL - Rate Group 1	PENDING	\$ 15.99	See NRC prices below
144		ECS to NID sub-loop			
145		2 Wire Analog - Rate group 3	PENDING	\$ 6.47	See NRC prices below
146		2 Wire Analog - Rate Group 2	PENDING	\$ 6.72	See NRC prices below
147		2 Wire Analog - Rate Group 1	PENDING	\$ 8.75	See NRC prices below
148		4 Wire Analog - Rate Group 3	PENDING	\$ 12.93	See NRC prices below
149		4 Wire Analog - Rate Group 2	PENDING	\$ 13.46	See NRC prices below
150		4 Wire Analog - Rate group 1	PENDING	\$ 17.51	See NRC prices below
151		2 Wire DSL - Rate Group 3	PENDING	\$ 6.47	See NRC prices below
152		2 Wire DSL - Rate group 2	PENDING	\$ 6.72	See NRC prices below
153		2 Wire DSL - Rate Group 1	PENDING	\$ 8.75	See NRC prices below
154		4 Wire DSL - Rate Group 3	PENDING	\$ 12.93	See NRC prices below
155		4 Wire DSL - Rate Group 2	PENDING	\$ 13.46	See NRC prices below
156		4 Wire DSL - Rate Group 1	PENDING	\$ 17.51	See NRC prices below
157		SAI to Terminal sub-loop			
158		2 Wire Analog - Rate group 3	PENDING	\$ 4.85	See NRC prices below
159		2 Wire Analog - Rate Group 2	PENDING	\$ 5.56	See NRC prices below

INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
SBC INDIANA
April 5, 2005

APPENDIX PRICING/All Traffic
SBC INDIANA/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	INDIANA		USOC	Recurring	Non-Recurring
2	SBC Generic Rates			Monthly	First Additional
160		2 Wire Analog - Rate Group 1	PENDING	\$ 5.90	See NRC prices below
161		4 Wire Analog - Rate Group 3	PENDING	\$ 9.75	See NRC prices below
162		4 Wire Analog - Rate Group 2	PENDING	\$ 11.13	See NRC prices below
163		4 Wire Analog - Rate Group 1	PENDING	\$ 11.77	See NRC prices below
164		2 Wire DSL - Rate Group 3	PENDING	\$ 4.85	See NRC prices below
165		2 Wire DSL - Rate Group 2	PENDING	\$ 5.56	See NRC prices below
166		2 Wire DSL - Rate Group 1	PENDING	\$ 5.90	See NRC prices below
167		4 Wire DSL - Rate Group 3	PENDING	\$ 9.75	See NRC prices below
168		4 Wire DSL - Rate Group 2	PENDING	\$ 11.13	See NRC prices below
169		4 Wire DSL - Rate Group 1	PENDING	\$ 11.77	See NRC prices below
170	SAI to NID sub-loop				
171		2 Wire Analog - Rate group 3	PENDING	\$ 5.60	See NRC prices below
172		2 Wire Analog - Rate Group 2	PENDING	\$ 6.33	See NRC prices below
173		2 Wire Analog - Rate Group 1	PENDING	\$ 6.65	See NRC prices below
174		4 Wire Analog - Rate Group 3	PENDING	\$ 11.24	See NRC prices below
175		4 Wire Analog - Rate Group 2	PENDING	\$ 12.65	See NRC prices below
176		4 Wire Analog - Rate Group 1	PENDING	\$ 13.26	See NRC prices below
177		2 Wire DSL - Rate Group 3	PENDING	\$ 5.60	See NRC prices below
178		2 Wire DSL - Rate Group 2	PENDING	\$ 6.33	See NRC prices below
179		2 Wire DSL - Rate Group 1	PENDING	\$ 6.65	See NRC prices below
180		4 Wire DSL - Rate Group 3	PENDING	\$ 11.24	See NRC prices below
181		4 Wire DSL - Rate Group 2	PENDING	\$ 12.65	See NRC prices below
182		4 Wire DSL - Rate Group 1	PENDING	\$ 13.26	See NRC prices below
183	Terminal to NID sub-loop				
184		2 Wire Analog - Rate Group 3	PENDING	\$ 1.23	See NRC prices below
185		2 Wire Analog - Rate Group 2	PENDING	\$ 1.22	See NRC prices below
186		2 Wire Analog - Rate Group 1	PENDING	\$ 1.22	See NRC prices below
187		4 Wire Analog - Rate Group 3	PENDING	\$ 2.49	See NRC prices below
188		4 Wire Analog - Rate Group 2	PENDING	\$ 2.48	See NRC prices below
189		4 Wire Analog - Rate Group 1	PENDING	\$ 2.43	See NRC prices below
190		2 Wire DSL - Rate Group 3	PENDING	\$ 1.23	See NRC prices below
191		2 Wire DSL - Rate Group 2	PENDING	\$ 1.22	See NRC prices below
192		2 Wire DSL - Rate Group 1	PENDING	\$ 1.22	See NRC prices below
193		4 Wire DSL - Rate Group 3	PENDING	\$ 2.49	See NRC prices below
194		4 Wire DSL - Rate Group 2	PENDING	\$ 2.48	See NRC prices below
195		4 Wire DSL - Rate Group 1	PENDING	\$ 2.43	See NRC prices below
196	NID sub-loop element				
197		2 Wire Analog - Rate Group 3	PENDING	\$ 0.16	See NRC prices below
198		2 Wire Analog - Rate Group 2	PENDING	\$ 0.16	See NRC prices below
199		2 Wire Analog - Rate Group 1	PENDING	\$ 0.16	See NRC prices below
200		4 Wire Analog - Rate Group 3	PENDING	\$ 0.32	See NRC prices below
201		4 Wire Analog - Rate Group 2	PENDING	\$ 0.32	See NRC prices below
202		4 Wire Analog - Rate Group 1	PENDING	\$ 0.32	See NRC prices below
203		2 Wire DSL - Rate Group 3	PENDING	\$ 0.16	See NRC prices below
204		2 Wire DSL - Rate Group 2	PENDING	\$ 0.16	See NRC prices below
205		2 Wire DSL - Rate Group 1	PENDING	\$ 0.16	See NRC prices below
206		4 Wire DSL - Rate Group 3	PENDING	\$ 0.32	See NRC prices below
207		4 Wire DSL - Rate Group 2	PENDING	\$ 0.32	See NRC prices below
208		4 Wire DSL - Rate Group 1	PENDING	\$ 0.32	See NRC prices below
209		2 Wire ISDN Compatible - Rate Group 3	PENDING	\$ 0.16	See NRC prices below
210		2 Wire ISDN Compatible - Rate Group 2	PENDING	\$ 0.16	See NRC prices below
211		2 Wire ISDN Compatible - Rate Group 1	PENDING	\$ 0.16	See NRC prices below
212	Sub-Loop Non-Recurring Charges				
213		2-Wire Analog Sub-Loop	PENDING		\$ 185.80
214		4-Wire Analog Sub-Loop	PENDING		\$ 186.65
215		2-Wire xDSL Digital Sub-Loop	PENDING		\$ 214.54
216		4-Wire xDSL Digital Sub-Loop	PENDING		\$ 218.09
217		2-Wire ISDN Digital Sub-Loop	PENDING		\$ 236.77
218	Service Order Charge				
219		Establish, per occasion	PENDING		\$ 14.57
220		Add or change, per occasion	PENDING		\$ 14.57
221	Line Connection Charge				
222		per occasion	PENDING		\$ 29.33
223					
224	Cross Connects				
225	2-Wire		CXCT2	\$ 0.14	NA NA
226	4-Wire		CXCT4	\$ 0.26	NA NA
227	DS1/LT1		CXCDX	\$ 0.36	NA NA
228	DS3/LT3		CXC8X	\$ 0.66	NA NA
229	DS3 C.O. LOOP Cross-Connect to Collocation		CXCBX	\$ 19.14	N/A N/A
230					
231	Interoffice Transport:				
232	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 11.10	NA NA
233		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 1.65	NA NA
234	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 106.79	NA NA
235		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 28.62	NA NA
236		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 106.79	NA NA
237		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 28.62	NA NA

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
SBC INDIANA
April 5, 2005

APPENDIX PRICING/All Traffic
SBC INDIANA/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	INDIANA		USOC	Recurring	Non-Recurring
2	SBC Generic Rates			Monthly	First Additional
238					
239	Enhanced Extended Loop (EEL) Service Order per LSR				
240	/F/ Electronic, Analog/2-Wire Digital Loop, Establishment Request, Install /3/	NKCAR		\$	6.89
241	/F/ Electronic, Analog/2-Wire Digital Loop, Establishment Request, Disconnect /3/	NKCAS		\$	4.20
242	/F/ Electronic, Analog/2-Wire Digital Loop, Subsequent Order /3/	NKCAT			\$ 6.14
243	/F/ Manual, Analog /2-Wire Digital Loop, Establishment Request, Install /3/	NKCAU		\$	51.78
244	/F/ Manual, Analog /2-Wire Digital Loop, Establishment Request, Disconnect /3/	NKCAV		\$	34.80
245	/F/ Manual, Analog/2-Wire Digital Loop, Subsequent Order /3/	NKCAW			\$ 48.55
246	/F/ Electronic, DSI Loop, Establishment Request, Install /3/	NKCAX		\$	11.39
247	/F/ Electronic, DSI Loop, Establishment Request, Disconnect /3/	NKCAY		\$	6.00
248	/F/ Electronic, DSI Loop, Subsequent Order /3/	NKCAZ			\$ 6.14
249	/F/ Manual, DSI Loop, Establishment Request, Install /3/	NKCB1		\$	57.23
250	/F/ Manual, DSI Loop, Establishment Request, Disconnect /3/	NKCB2		\$	34.80
251	/F/ Manual, DSI Loop, Subsequent Order /3/	NKCB3			\$ 48.55
252	/F/ Electronic, DS1 or DS3 Transport, Establishment ReQuest, Install /3/	PENDING		\$	12.63
253	/F/ Electronic, DS1 or DS3 Transport, Establishment Request, Disconnect /3/	PENDING		\$	6.69
254	/F/ Manual, DS1 or DS3 Transport, Establishment ReQuest, Install /3/	PENDING		\$	60.35
255	/F/ Manual, DS1 or DS3 Transport, Establishment Request, Disconnect /3/	PENDING		\$	35.48
256	/F/ Electronic, Non-channelized DS1 EEL, Establishment Request, Install /3/	NKCB4		\$	11.39
257	/F/ Electronic, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	NKCB5		\$	6.00
258	/F/ Manual, Non-channelized DS1 EEL, Establishment Reauest, Install /3/	NKCB6		\$	57.23
259	/F/ Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect /3/	NKCB7		\$	34.80
260	/F/ Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING		\$	12.63
261	/F/ Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING		\$	6.69
262	/F/ Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install /3/	PENDING		\$	60.35
263	/F/ Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect /3/	PENDING		\$	35.48
264					
265	Enhanced Extended Loop (EEL) New Combination per Element				
266	/F/ 2Wire Analog Loop Connection, Initial, Install /3/	NKCB8		\$	91.87
267	/F/ 2-Wire Analog Loop Connection, Initial, Disconnect /3/	NKCB9			\$ 15.48
268	/F/ 2-Wire Analog Loop Connection, Additional, Install /3/	NKCB A			\$ 66.36
269	/F/ 2-Wire Analog Loop Connection, Additional, Disconnect /3/	NKCB B			\$ 10.55
270	/F/ 4-Wire Analog Loop Connection, Initial, Install /3/	NKCB C		\$	93.41
271	/F/ 4-Wire Analog Loop Connection, Initial, Disconnect /3/	NKCB D		\$	17.04
272	/F/ 4-Wire Analog Loop Connection, Additional, Install /3/	NKCB E			\$ 67.89
273	/F/ 4-Wire Analog Loop Connection, Additional, Disconnect /3/	NKCB F			\$ 12.11
274	/F/ 2-Wire Digital Loop Connection, Initial, Install /3/	NKCB G		\$	100.08
275	/F/ 2-Wire Digital Loop Connection, Initial, Disconnect /3/	NKCB H		\$	14.98
276	/F/ 2-Wire Digital Loop Connection, Additional, Install /3/	NKCB J			\$ 66.20
277	/F/ 2-Wire Digital Loop Connection, Additional, Disconnect /3/	NKCB K			\$ 10.05
278	/F/ 4-Wire Digital Loop Connection, Initial, Install /3/	NKCB L		\$	149.73
279	/F/ 4-Wire Digital Loop Connection, Initial, Disconnect /3/	NKCB M		\$	24.23
280	/F/ 4-Wire Digital Loop Connection, Additional, Install /3/	NKCB N			\$ 101.19
281	/F/ 4-Wire Digital Loop Connection, Additional, Disconnect /3/	NKCB O			\$ 19.77
282	/F/ CO Multiplexing, DS1 to Voice, Initial, Install /3/	PENDING		\$	89.92
283	/F/ CO Multiplexing, DS1 to Voice, Initial, Disconnect /3/	PENDING		\$	20.58
284	/F/ CO Multiplexing, DS1 to Voice, Additional, Install /3/	PENDING			\$ 47.86
285	/F/ CO Multiplexing, DS1 to Voice, Additional, Disconnect /3/	PENDING			\$ 15.71
286	/F/ DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	NKCB P		\$	148.01
287	/F/ DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect /3/	NKCB Q		\$	42.37
288	/F/ DS1 Interoffice Dedicated TranspOrt Collocated, Additional, Install /3/	NKCB R			\$ 104.44
289	/F/ DS1 Interoffice Dedicated Transport Collocated, Additional, Diconnect /3/	NKCB S			\$ 34.03
290	/F/ DS1 Dedicated Transport Non-collocated, Initial, Install /3/	PENDING		\$	197.77
291	/F/ DS1 Dedicated Transport Non-collocated, Initial, Disconnect /3/	PENDING		\$	42.37
292	/F/ DS1 Dedicated Transport Non-collocated, Additional, Install /3/	PENDING			\$ 128.18
293	/F/ DS1 Dedicated Transport Non-collocated, Additional, Disconnect /3/	PENDING			\$ 34.03
294	/F/ 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install /3/	NKCB T		\$	199.34
295	/F/ 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, disconnect /3/	NKCB U		\$	42.37
296	/F/ 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, install /3/	NKCB V			\$ 128.38
297	/F/ 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, collocated, Addtl, disconnect /3/	NKCB W			\$ 34.03
298	/F/ 4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, install /3/	NKCB X		\$	251.22
299	/F/ 4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, initial, disconnect /3/	NKCB Y		\$	42.37
300	/F/ 4-Wire DS1 Digital Loop to DS1 Dedicated Transport Non-collocated, additional, install /3/	NKCB Z			\$ 162.29
301	/F/ 4-Wire DSI Digital Loop to DSI Dedicated Transport Non-collocated, additional, Disconnect /3/	NKCC1			\$ 34.03
302	/F/ DS3 Interoffice Dedicated Transport Collocated, Initial, Install /3/	PENDING		\$	158.40
303	/F/ DS3 Interoffice Dedicated TranspOrt Collocated, Initial, Disconnect /3/	PENDING		\$	42.37
304	/F/ DS3 Interoffice Dedicated Transport Collocated, Additional, Install /3/	PENDING			\$ 82.93
305	/F/ DS3 Interoffice Dedicated Transport Collocated, Additional, disconnect /3/	PENDING			\$ 34.03
306	/F/ DS3 Dedicated Transport Non-collocated, Initial, Install /3/	NKCC2		\$	214.23
307	/F/ DS3 Dedicated Transport Non-collocated, Initial, Disconnect /3/	NKCC3		\$	42.37
308	/F/ DS3 Dedicated Transport Non-collocated, Additional, Install /3/	NKCC4			\$ 105.03
309	/F/ DS3 Dedicated Transport Non-collocated, Additional, Disconnect /3/	NKCC5			\$ 34.03
310	/F/ Clear Channel Capability, Initial, Install /3/	NKCC6		\$	89.46
311	/F/ Clear Channel Capability, Additional, Install /3/	PENDING			\$ 24.26
312	/F/ Clear Channel Capability, Additional, Disconnect /3/	NKCC7			
313					
314	Special Access to Une Conversion per Activity				

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA		USOC	Recurring	Non-Recurring
2	SBC Generic Rates			Monthly	First Additional
315	/*/ Channelized Facility from Cage, DS1 , Design and Coordination Charge /3/		NKCC9		\$0.00
316	/*/ Channelized Facilit from Cage, DS1 ,Demarcation Re-Tag Charge /3/		PENDING		N/A
317	/*/ Channelized Facility from Cage, DS3, Design and Coordination Charge /3/		NKCCA		\$ 66.64
318	/*/ Channelized Facilit from Cage, DS3, Demarcation Re- Tag Charge /3/		PENDING		N/A
319	/*/ Non-Channelized Facility from Cage, DSO, Design and Coordination Charge /3/		PENDING		\$ 7.73
320	/*/ Non-Channelized Facility from Cage, DSO, Demarcation Re-Tag Charge /3/		PENDING		N/A
321	/*/ Non-Channelized Facility from Cage, DS1, Design and Coordination Charge /3/		NKCCC		\$ 7.73
322	/*/ Non-Channelized Facility from Cage, DS1, Demarcation Re-Tag charge /3/		PENDING		N/A
323	/*/ Non-Channelized Facility from Cage, DS3, Design and Coordination charge /3/		NKCCD		\$ 7.73
324	/*/ Non-Channelized Facility from Cage, DS3, Demarcation Re-Tag Charge /3/		PENDING		N/A
325	/*/ Channelized Facility from POP, DS1, Design and Coordination charge /3/		NKCCCE		\$ 83.69
326	/*/ Channelized Faciltv from POP, DS1, Demarcation Re-Tag Charge /3/		PENDING		N/A
327	/*/ Channelized Facility from POP, DS3, Design and Coordination Charge /3/		NKCCF		\$ 66.64
328	/*/ Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/		PENDING		N/A
329	/*/ Non-Channelized Facility from POP, DSO, Design and Coordination Charge /3/		PENDING		\$ 7.73
330	/*/ Non-Channelized Facility from POP, DSO, Demarcation Re- Tag Charge /3/		PENDING		N/A
331	/*/ Non-Channelized Facility from POP, DS1, Design and Coordination Charge /3/		NKCCH		\$ 7.73
332	/*/ Non-Channelized Facility from POP, DS1, Demarcation Re- Tag charge /3/		PENDING		N/A
333	/*/ Non-Channelized Facility from POP, DS3, Design and Coordination Charge /3/		NKCCJ		\$ 7.73
334	/*/ Non-Channelized Facility from POP, DS3, Demarcation Re-Tag Charge /3/		PENDING		N/A
335					
336	Special Access to UNE Convesions Per Circuit				
337	/*/ Project Administrative Activity		NKCC8		\$ 21.23
338					
339					
340	Multiplexing				
341	DS1 to Voice Grade		QMVX1-X3	\$ 197.61	NA NA
342	DS3 to DS1		QM3X1-X3	\$ 260.24	NA NA
343					
344	Dedicated Transport Cross Connects				
345	DS1		CXCDX	0.36	NA NA
346	DS3		CXCEX	\$ 0.66	NA NA
347					
348	Dedicated Transport Optional Features & Functions				
349	DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged		CLYX1-X3		\$ 351.64 NA
350					
351	Dedicated Transport Installation & Rearrangement Charges				
352	DS1 Administration Charge - Per Order		ORCMX	NA	\$ 322.47 NA
353	Design & Central Office Connection Charge - Per Circuit		NRBCL	NA	\$ 527.99 NA
354	Carrier Connection Charge - Per Order		NRBBL	NA	\$ 458.62 NA
355					
356	DS3 Administration Charge - Per Order		ORCMX	NA	\$ 251.64 NA
357	Design & Central Office Connection Charge - Per Circuit		NRBCL	NA	\$ 562.86 NA
358	Design & Central Office Connection Charge - Per Circuit		NRBC4	NA	\$ 562.86 NA
359	Carrier Connection Charge - Per Order		NRBBL	NA	\$ 305.85 NA
360	Carrier Connection Charge - Per Order		NRBDT	NA	\$ 305.85 NA
361					
362	Dark Fiber				
363	Dark Fiber Interoffice				
364	Dark Fiber Interoffice Termination (Per Termination per Fiber)		ULYCX	\$60.56	NA NA
365	Dark Fiber Interoffice Mileage (Per Fiber per Foot)		ULNCF	\$0.01768	NA NA
366	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)		UKCJX	\$2.22	NA NA
367	Inquiry (Per Request)				
368	Dark Fiber Interoffice Transport - NRC		NR9D6	NA	\$284.68 NA
369					
370	FIRM ORDER (Per Fiber Strand)				
371	Administrative per Order				
372	Connect		NRB51	NA	\$9.92 NA
373	Disconnect		NR9H2	NA	\$8.78 NA
374	Connect		NRB52	NA	\$276.79 NA
375	Disconnect		NR9H3	NA	\$76.07 NA
376	Dark Fiber Interoffice Transport - NRC				
377	Connect		NRB54	NA	\$348.47 NA
378	Disconnect		NR9H5	NA	\$139.55 NA
379					
380					
381	Routine Modifications				
382	Routine Modifications of Existing Facilities Charge		N3RUE	NA	ICB NA
383					
384	LNP				
385	Local Number Portability /4/		NSR	\$0.00	N/A
386					
387	Maintenance of Service Charges		VRP	NA	\$ 51.00 NA
388					
389					
390	OTHER				
391	DIRECTORY ASSISTANCE				
392					

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA		USOC	Recurring	Non-Recurring
2	SBC Generic Rates			Monthly	First Additional
393	Facility-Based DA				
394	Directory Assistance, per call	OPEN	\$ 0.30	NA	NA
395	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA	NA
396	Directory Assistance/National Directory Assistance, Reverse DA, per call	OPEN	\$ 0.35	NA	NA
397	Branding - Other - Initial/Subsequent Load	OPEN		\$1,800.00	NA
398	- per call	OPEN	\$ 0.025		
399	Branding - Facility Based - Initial/Subsequent Load				
400	- Branding, per trunk group	OPEN	NA	\$ 800.00	NA
401	Directory Assistance - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
402	Directory Assistance - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
403					
404	DA Listings				
405	DA Listing Liscense				
406	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
407	- per listing for initial load	OPEN	NA	\$ 0.040	NA
408	- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
409	Option #2 Full File (all states inclusive) Billable Release				
410	- per listing for initial load	OPEN	NA	\$ 0.020	NA
411	- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
412	- per usage/query	OPEN	NA	\$ 0.020	NA
413	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
414	- per listing for initial load	OPEN	NA	\$ 0.050	NA
415	- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
416	Option #4 Pick & Choose (by state) Billable Release				
417	- per listing for initial load	OPEN	NA	\$ 0.020	NA
418	- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
419	- per usage/query	OPEN	NA	\$ 0.020	NA
420					
421	OPERATOR SERVICES				
422	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA	NA
423	Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA	NA
424	Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	NA
425	- per call	OPEN	\$ 0.025		
426	Branding - Facility Based - Initial/Subsequent Load				
427	- per trunk group	OPEN	NA	\$ 800.00	NA
428	Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
429	Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
430					
431	Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	NA	NA
432					
433					
434	Structure Access - Poles & Ducts		Annually		
435	Per Pole attachment*	OPEN	\$ 3.08		
436	Per Foot of innerduct	OPEN	\$ 0.33		
437	Application fee	OPEN		\$ 200.00	
438	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
439	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
440					
441	Emergency Number Service Access				
442	911 Selective Router Interconnection				
443	-Each DSO installed	USAGE	\$ -	\$ 665.49	
444	-Analog Channel Interface	EVG9X	\$ 26.64	\$ 770.97	
445	ANI/ALI/SR and Database Management				
446	- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.55	\$ -	
447					
448	Access Routing File, per carrier	USAGE	\$ 50.80		
449	911 Selective Router Switch Administration				
450	-Per Selective Router	USAGE	\$ 5.57	\$ 1,717.33	
451					
452	INTERCARRIER COMPENSATION				
453					
454	Rate for All ISP-Bound and Section 251(b)(5) Traffic, as per FCC 01-131, per MOU	USAGE	\$ 0.000700		
#REF!					
#REF!					
#REF!	1/ Pursuant to March 28, 2002 IURC order in Cause No. 40611-S1, this charge will be applicable only after the third party OSS test is complete for Indiana				
#REF!					
#REF!	2/ Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to SBC Indiana reservation of rights pertaining to that order,				
#REF!	and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law.				
#REF!					
#REF!	3/ Rates are the result of 1/5/04 IURC order in Indiana Cause 42393. Rates are subject to each party's reservation of rights pertaining to that order, and subject to				
#REF!	modification as a result of reconsideration, appeal, further IURC action, or other change of law.				
#REF!					
#REF!	4/ As of January 5, 2003, SBC Indiana's billing systems are unable to bill this rate/rate structure in the manner SBC Indiana intends to eventually. SBC Indiana may adopt				
#REF!	interim measures in order to render a bill to CLEC for applicable charges in advance of system changes. Details of any interim measures will be made available via				
#REF!	Accessible Letter. Please contact your SBC Indiana local wholesale account manager with any questions.				
#REF!					
#REF!	4/ Pursuant to FCC Tariff #2 Section 4, effective from June 1, 2004, billing shall cease effective October 1, 2004.				
#REF!					

Line	INDIANA		USOC	Recurring	Non-Recurring
2	SBC Generic Rates			Monthly	First Additional
#REF!					
#REF!	RESALE				RESALE DISCOUNTS
#REF!	BUSINESS			RECURRING	NON-RECURRING
#REF!	LOCAL EXCHANGE SERVICE				
#REF!	Business 1 Party	RESALE	21.46%		21.46%
#REF!	Business - Measured	RESALE	21.46%		21.46%
#REF!	Customer Operated Pay Telephone (COPT)	RESALE	21.46%		21.46%
#REF!					
#REF!	EXPANDED LOCAL CALLING				
#REF!	Extended Area Service	RESALE	21.46%		21.46%
#REF!					
#REF!	VERTICAL SERVICES				
#REF!	Anonymous Call Rejection	RESALE	21.46%		21.46%
#REF!	Repeat Dialing (Auto Redial)	RESALE	21.46%		21.46%
#REF!	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	21.46%		21.46%
#REF!	Call Blocker	RESALE	21.46%		21.46%
#REF!	Call Forwarding	RESALE	21.46%		21.46%
#REF!	Call Forwarding - Busy Line	RESALE	21.46%		21.46%
#REF!	Call Forwarding - Busy Line/Don't Answer	RESALE	21.46%		21.46%
#REF!	Call Forwarding - Don't Answer	RESALE	21.46%		21.46%
#REF!	Automatic CallBack (Call Return)	RESALE	21.46%		21.46%
#REF!	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	21.46%		21.46%
#REF!	Call Trace	RESALE	21.46%		21.46%
#REF!	Call Waiting	RESALE	21.46%		21.46%
#REF!	Caller ID WithName (Calling Name)	RESALE	21.46%		21.46%
#REF!	Caller ID (Calling Number)	RESALE	21.46%		21.46%
#REF!	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	21.46%		21.46%
#REF!	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	21.46%		21.46%
#REF!	Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%		0.00%
#REF!	Selective Call Forwarding	RESALE	0.00%		0.00%
#REF!	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	21.46%		21.46%
#REF!	Remote Call Forwarding-Per Feature	RESALE	21.46%		21.46%
#REF!	RCF, Interstate, Interexchange	RESALE	21.46%		21.46%
#REF!	RCF, Intrastate	RESALE	21.46%		21.46%
#REF!	RCF, Interstate, International	RESALE	21.46%		21.46%
#REF!	RCF, Intrastate, Interexchange	RESALE	21.46%		21.46%
#REF!	RCF to 800	RESALE	21.46%		21.46%
#REF!	RCF Additional	RESALE	21.46%		21.46%
#REF!	Speed Calling 8	RESALE	21.46%		21.46%
#REF!	Speed Calling 30	RESALE	21.46%		21.46%
#REF!	Three Way Calling	RESALE	21.46%		21.46%
#REF!	Call Screening	RESALE	21.46%		21.46%
#REF!	Busy Line Transfer	RESALE	21.46%		21.46%
#REF!	Alternate Answer	RESALE	21.46%		21.46%
#REF!	Message Waiting - Tone	RESALE	21.46%		21.46%
#REF!	Easy Call	RESALE	21.46%		21.46%
#REF!	Prime Number Service	RESALE	21.46%		21.46%
#REF!	SBC Indiana Privacy Manager	RESALE	21.46%		21.46%
#REF!	Name and Number Delivery Service	RESALE	21.46%		21.46%
#REF!					
#REF!	DID				
#REF!	DID	RESALE	21.46%		21.46%
#REF!					
#REF!	TRUNKS				
#REF!	Trunk	RESALE	21.46%		21.46%
#REF!					
#REF!	AIN				
#REF!	Area Wide Networking	RESALE	21.46%		21.46%
#REF!	SBC Indiana Switch Alternate Routing (ANSAR)	RESALE	21.46%		21.46%
#REF!	SBC Indiana Customer Location Alternate Routing (ACLAR)	RESALE	21.46%		21.46%
#REF!					
#REF!	OTHER				
#REF!	Grandfathered Services	RESALE	0.00%		0.00%
#REF!	Promotions (Greater than 90 days)	RESALE	21.46%		21.46%
#REF!	TouchTone (Business)	RESALE	21.46%		21.46%
#REF!	TouchTone (Trunk)	RESALE	21.46%		21.46%
#REF!	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%		0%
#REF!	976 (976 Information Delivery Service)	RESALE	0%		0%
#REF!	Access Services (See Access Tariff)	RESALE	0%		0%
#REF!	Additional Directory Listings	RESALE	21.46%		21.46%
#REF!	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%		0%
#REF!	Connection Services	RESALE	21.46%		21.46%
#REF!	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%		0%
#REF!	Shared Tenant Service	RESALE	0%		0%
#REF!	Restoral of Service Charge	RESALE	0%		21.46%
#REF!	Data Services				
#REF!	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	21.46%		21.46%
#REF!	PBX Trunks	RESALE	21.46%		21.46%
#REF!	Mult-Service Optical Network (MON)	RESALE	21.46%		21.46%

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

Line	INDIANA			Recurring	Non-Recurring
2	SBC Generic Rates		USOC	Monthly	First Additional
#REF!	OCn-PTP		RESALE	21.46%	21.46%
#REF!	ADTS-E		RESALE	21.46%	21.46%
#REF!	DS0		RESALE	21.46%	21.46%
#REF!	DS1		RESALE	21.46%	21.46%
#REF!	DS3		RESALE	21.46%	21.46%
#REF!					
#REF!	ISDN				
#REF!	ISDN		RESALE	21.46%	21.46%
#REF!					
#REF!	DIRECTORY ASSISTANCE SERVICES		RESALE	21.46%	20.29%
#REF!	Local Operator Assistance Service		RESALE	21.46%	21.46%
#REF!					
#REF!	TOLL				
#REF!	TOLL		RESALE	21.46%	21.46%
#REF!					
#REF!	OPTIONAL TOLL CALLING PLANS				
#REF!	Optional Toll Calling Plans		RESALE	21.46%	21.46%
#REF!					
#REF!	CENTREX (PLEXAR)				
#REF!	SBC Indiana Centrex Service ACS		RESALE	21.46%	21.46%
#REF!	SBC Indiana Centrex Network Manager		RESALE	0.00%	0.00%
#REF!					
#REF!	PRIVATE LINE				
#REF!	Analog Private Lines		RESALE	21.46%	21.46%
#REF!	Private Line Channel Services		RESALE	21.46%	21.46%
#REF!					
#REF!	RESIDENCE				
#REF!	LOCAL EXCHANGE SERVICE				
#REF!					
#REF!	Life Line		RESALE	0.00%	0.00%
#REF!	Residence 1 Party		RESALE	21.46%	21.46%
#REF!	Residence Measured		RESALE	21.46%	21.46%
#REF!					
#REF!	EXPANDED LOCAL CALLING				
#REF!	Extended Area Service		RESALE	21.46%	21.46%
#REF!	VERTICAL SERVICES				
#REF!	Anonymous Call Rejection		RESALE	21.46%	21.46%
#REF!	Repeat Dialing (Auto Redial)		RESALE	21.46%	21.46%
#REF!	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)		RESALE	21.46%	21.46%
#REF!	Call Blocker		RESALE	21.46%	21.46%
#REF!	Call Forwarding		RESALE	21.46%	21.46%
#REF!	Call Forwarding - Busy Line		RESALE	21.46%	21.46%
#REF!	Call Forwarding - Busy Line/Don't Answer		RESALE	21.46%	21.46%
#REF!	Call Forwarding - Don't Answer		RESALE	21.46%	21.46%
#REF!	Automatic Call-Back (Call Return)		RESALE	21.46%	21.46%
#REF!	Automatic Call-Back Per Use (Call Return - Usage Sensitive)		RESALE	21.46%	21.46%
#REF!	Call Trace		RESALE	21.46%	21.46%
#REF!	Call Waiting		RESALE	21.46%	21.46%
#REF!	Caller ID with Name (Calling Name)		RESALE	21.46%	21.46%
#REF!	Caller ID (Calling Number)		RESALE	21.46%	21.46%
#REF!	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)		RESALE	21.46%	21.46%
#REF!	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)		RESALE	21.46%	21.46%
#REF!	Remote Access to Call Forwarding (GF)		RESALE	21.46%	21.46%
#REF!	RCF, Interstate, Interexchange		RESALE	21.46%	21.46%
#REF!	RCF, Intrastate		RESALE	21.46%	21.46%
#REF!	RCF, Interstate, International		RESALE	21.46%	21.46%
#REF!	RCF, Intrastate, Interexchange		RESALE	21.46%	21.46%
#REF!	RCF to 800		RESALE	21.46%	21.46%
#REF!	RCF Additional		RESALE	21.46%	21.46%
#REF!	Selective Call Forwarding		RESALE	21.46%	21.46%
#REF!	Speed Calling 8		RESALE	21.46%	21.46%
#REF!	Three Way Calling		RESALE	21.46%	21.46%
#REF!	Call Screening		RESALE	21.46%	21.46%
#REF!	Busy Line Transfer		RESALE	21.46%	21.46%
#REF!	Alternate Answer		RESALE	21.46%	21.46%
#REF!	Message Waiting - Tone		RESALE	21.46%	21.46%
#REF!	Easy Call		RESALE	21.46%	21.46%
#REF!	SBC Indiana Privacy Manager		RESALE	21.46%	21.46%
#REF!	Name and Number Delivery Service		RESALE	21.46%	21.46%
#REF!					
#REF!	ISDN				
#REF!	ISDN		RESALE	21.46%	21.46%
#REF!					
#REF!	DIRECTORY ASSISTANCE SERVICES		RESALE	21.46%	21.46%
#REF!	Local Operator Assistance Service		RESALE	21.46%	21.46%
#REF!	Reverse Directory Assistance		RESALE	\$1.25	NA
#REF!					
#REF!	OTHER				
#REF!	Grandfathered Services		RESALE	0.00%	0.00%
#REF!	Promotions (Greater than 90 Days)		RESALE	21.46%	21.46%

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

INDIANA BELL
TELEPHONE COMPANY
INCORPORATED d/b/a
SBC INDIANA
April 5, 2005

APPENDIX PRICING/All Traffic
SBC INDIANA/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	INDIANA			Recurring	Non-Recurring
2	SBC Generic Rates	USOC	Monthly	First	Additional
#REF!	TouchTone	RESALE	21.46%	21.46%	
#REF!	Home Services Packages	RESALE	21.46%	21.46%	
#REF!	900/976 Call Blocking (900/976 Call Restriction)	RESALE	21.46%	21.46%	
#REF!	976 (976 Information Delivery Service)	RESALE	21.46%	21.46%	
#REF!	Access Services (See Access Tariff)	RESALE	0%	0%	
#REF!	Additional Directory Listings	RESALE	21.46%	21.46%	
#REF!	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	21.46%	21.46%	
#REF!	Connection Services	RESALE	21.46%	21.46%	
#REF!	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
#REF!	Shared Tenant Service	RESALE	0%	0%	
#REF!					
#REF!	TOLL				
#REF!	Custom and Dedicated 800 Service (Home 800)	RESALE	21.46%	21.46%	
#REF!	IntraLATA MTS	RESALE	21.46%	21.46%	
#REF!	Toll Restriction	RESALE	21.46%	21.46%	
#REF!					
#REF!	Electronic Billing Information Data (daily usage)	RESALE	\$0.00		
#REF!	per message				
#REF!					
#REF!					
#REF!	Line Connection Charge				
#REF!	Residence	RESALE		2146%	
#REF!	Business	RESALE		2146%	
#REF!					
#REF!	Service Order/Service Request Charge				
#REF!	Residence	RESALE		2146%	
#REF!	Business	RESALE		2146%	
#REF!					
#REF!	Non-Electronic (Manual) Service Order Charge				
#REF!	Residence	RESALE		\$9.02	
#REF!	Business	RESALE		\$9.02	

SBC INDIANA
SECTION 271 REMEDY PLAN
DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which **SBC INDIANA** will report performance to METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL (CLEC) and compare that performance to **SBC INDIANA**'s own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 **SBC INDIANA** agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – **SBC INDIANA** Performance Measurement User Guide. **SBC INDIANA** will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. **SBC INDIANA** further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
 - 1.1 **SBC INDIANA** will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to **SBC INDIANA** on or before the last day of the month for which data is sought, **SBC INDIANA** shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to **SBC INDIANA** after the last day of the month for which data is sought, **SBC INDIANA** shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 **SBC INDIANA** will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (**SBC INDIANA** retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. **SBC INDIANA** agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for **SBC INDIANA** retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the **SBC INDIANA** retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to **SBC INDIANA**'s retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both **SBC INDIANA** and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

SBC INDIANA will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

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

Where: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$
 $M_{\text{ILEC}} = \text{ILEC Average}$
 $M_{\text{CLEC}} = \text{CLEC Average}$
 $\sigma_{\text{DIFF}} = \text{SQRT} [\sigma_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$
 $\sigma_{\text{ILEC}}^2 = \text{Calculated variance for ILEC}$
 $n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$
 $n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$p = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{P_{\text{ILEC}}-P_{\text{CLEC}}} = \text{SQRT} \{ [p(1-p)]/n_{\text{ILEC}} + [p(1-p)]/n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{P_{\text{ILEC}}-P_{\text{CLEC}}}$$

Where: n = number of observations
 P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

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

Where: $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$
 $\sigma_{\text{DIFF}} = \text{SQRT} \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{ILEC}} - M_{\text{CLEC}}$, $P_{\text{ILEC}} - P_{\text{CLEC}}$, $R_{\text{ILEC}} - R_{\text{CLEC}}$).
- 4.4 For measurements where the performance delivered to the CLEC is compared to **SBC INDIANA** performance and for which the number of data points are 29 or less for either the CLEC or **SBC INDIANA**, **SBC INDIANA** will apply the following alternatives for compliance.
 - 4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and **SBC INDIANA** Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

SBC INDIANA applies the Z-Test as described in section 3.0.

4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_S) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_S results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

- 4.5 **SBC INDIANA** and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

SBC INDIANA agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 **SBC INDIANA** will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.
- 5.4 The SBC Indiana Section 271 Remedy Plan shall be available for adoption by any CLEC pursuant to Section 252(i) of the Act. **SBC INDIANA** will not be liable for the payment of Tier 1 damages until 10 days after receipt by **SBC INDIANA** of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and **SBC INDIANA**, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by **SBC INDIANA** of the self-identification form posted on the CLEC OnLine website (<https://clec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. **SBC INDIANA** will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and **SBC INDIANA** have signed.

- 5.5 **SBC INDIANA** will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Indiana. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), **SBC INDIANA** will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.
- 6.0 Procedural Safeguards and Exclusions
- 6.1 **SBC INDIANA** agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, **SBC INDIANA** and CLEC agree that proof of damages from any “noncompliant” performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. **SBC INDIANA** and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 **SBC INDIANA**’s agreement to implement these enforcement terms, and specifically its agreement to pay any “liquidated damages” or “assessments” hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **SBC INDIANA** and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) **SBC INDIANA**’s payment of Tier 1 “liquidated damages” or Tier 2 “assessments” as evidence that **SBC INDIANA** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **SBC INDIANA**’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that **SBC INDIANA**’s performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by **SBC INDIANA** under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where **SBC INDIANA** seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether **SBC INDIANA** has met or continues to meet the requirements of section 271 of the Act.
- 6.3 **SBC INDIANA** shall not be liable for Tier 2 “assessments” under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission’s service quality rules relating to the same performance. This section does not limit the Commission’s ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4 Every six months, CLEC may participate with **SBC INDIANA**, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Proposed modifications by a party or parties to: (1) the SBC Indiana Section 271 Remedy Plan, (2) any attachments to that Plan, and/or (3) the SBC Midwest Performance Measurement User Guide (Appendix 1 to this document) should first be raised in the regional six-month review meetings, or in Indiana-specific performance measure or remedy plan collaborative workshops or conference calls prior to the party of

- parties seeking approval of the modifications from the Commission. This does not preclude the Commission ordering, or the Commission staff requesting, on its own motion, changes to the PM User Guide. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement. The SBC Indiana Section 271 Remedy Plan is under the oversight and control of the Commission; agreed-upon or disputed proposals for modifications to the SBC Indiana Section 271 Remedy Plan or the PM User Guide must be approved by the Commission in order to take effect.
- 6.5 CLEC and **SBC INDIANA** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then **SBC INDIANA** will allow CLEC to have an independent audit conducted, at CLEC's expense, of **SBC INDIANA**'s performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, **SBC INDIANA** shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. **SBC INDIANA** agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.
- 6.6 **SBC INDIANA** agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Cause No. 41657. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by **SBC INDIANA** and approved by the Commission will conduct these audits at **SBC INDIANA**'s expense.
- 6.7 The term of the SBC Indiana Section 271 Remedy Plan is indefinite. Expiration of the SBC Indiana Section 271 Remedy Plan shall require approval by the Commission.
- 7.0 Exclusions Limited
- 7.1 **SBC INDIANA** will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless **SBC INDIANA** prevails in a waiver of liability filed with the Commission seeking expedited resolution. **SBC INDIANA** bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. **SBC INDIANA** will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends **SBC INDIANA**'s ability to timely perform an activity subject to performance measurement, the applicable time frame in which **SBC INDIANA**'s compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.
- 7.2 In addition to the provisions set forth herein, **SBC INDIANA** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with **SBC INDIANA** or under the Act or Indiana law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.

- 7.3 In any event where **SBC INDIANA** believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with **SBC INDIANA** or under the Act or Indiana law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, **SBC INDIANA** shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if **SBC INDIANA** prevails. If **SBC INDIANA** does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. **SBC INDIANA** shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. **SBC INDIANA** will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.
- 7.4 **SBC INDIANA** and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Indiana interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by **SBC INDIANA** pursuant to any Indiana interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by **SBC INDIANA**, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by **SBC INDIANA** under all **SBC INDIANA** interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all **SBC INDIANA** interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but **SBC INDIANA** has paid less than that amount due to the monthly threshold, **SBC INDIANA** shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, **SBC INDIANA** shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever **SBC INDIANA** Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then **SBC INDIANA** may request a hearing before the Commission. Upon timely commencement of this proceeding, **SBC INDIANA** must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, **SBC INDIANA** must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. **SBC INDIANA**'s application will be processed in an expedited manner under the process set forth in the Procedural Rules. **SBC INDIANA** will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If **SBC INDIANA** reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but **SBC INDIANA** has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to the Commission's Procedural Rules to request that **SBC INDIANA** should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why **SBC INDIANA** should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 **SBC INDIANA's** Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due **SBC INDIANA** for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 **SBC INDIANA** will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, **SBC INDIANA** or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.
- 8.0 Tier 1 Damages Payable to CLECs:
- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when **SBC INDIANA** delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which **SBC INDIANA** has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which **SBC INDIANA** met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance **SBC INDIANA** provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.
- $$IV = (RSM_{passed} \div RSM_{total}) \times 100$$
- Where
- RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison
- RSM_{total} = Total count of Remedied Sub-Measure results
- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require **SBC INDIANA** to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if **SBC INDIANA** was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, **SBC INDIANA** will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.

8.7 During this "proof of compliance" period, **SBC INDIANA** will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when **SBC INDIANA** provides "compliant" performance for the number of consecutive months identified in TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.

8.8 **SBC INDIANA** is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for **SBC INDIANA** to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. **SBC INDIANA** will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.

8.9 In the event that performance measurement results need to be restated, **SBC INDIANA** will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.

8.10 If it is determined through restatement of performance results or other means that **SBC INDIANA** underpaid liquidated damages due a CLEC, or assessments due the State, **SBC INDIANA** will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that **SBC INDIANA** overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

- 8.11 **SBC INDIANA** shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes **SBC INDIANA** for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, **SBC INDIANA** will, at request of the CLEC, initiate a “gap closure” effort. For a measure to which a floor applies, “gap closure” can be initiated when performance is below the floor for two consecutive months. The “gap closure” effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting “gap closure” within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table

Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table

Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
Consecutive Months Compliant Performance Before Subsequent Non- Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

- 9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when **SBC INDIANA** and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.
- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an

assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

- 10.1 If SBC INDIANA fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
 - If no reports are filed, \$5,000 per day past due;
 - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If SBC INDIANA alters previously reported data for a CLEC, and after discussions with SBC INDIANA the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."
- 10.3 When SBC INDIANA performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SBC INDIANA shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SBC INDIANA performance through March is such that SBC INDIANA owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that SBC INDIANA fails to pay the required amount, SBC INDIANA will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.
- 10.4 SBC INDIANA may not withhold payment of liquidated damages to a CLEC unless SBC INDIANA has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and SBC INDIANA.
- 10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SBC INDIANA reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.

Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar

amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.
- Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.
- Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that Section 12 be moved to Appendix 1 – **SBC INDIANA** Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, **SBC INDIANA** will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the “Qualifying Measurements”). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent **SBC INDIANA** Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for **SBC INDIANA** Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if **SBC INDIANA** fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where **SBC INDIANA** has failed to provide parity or benchmark performance for 3 consecutive months. If **SBC INDIANA** fails to provide parity or benchmark performance in Indiana for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure’s average is more than 10 but less than 100 observations, then **SBC INDIANA** shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 Attached hereto, and incorporated herein by reference, are the following Appendices:

- Appendix 1: Performance Measurement Business Rules (Indiana) (a document available from CLEC Account Managers or found on the **SBC INDIANA** Performance Measurement website)
- Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages
- Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – **SBC INDIANA** Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

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Version 1.9

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Percentage of Missed Collocation Due Dates Damages and Assessments Methodology 225

Pre-Ordering/Ordering

1.1 Average Response Time for Manual Loop Make-Up Information					
Definition:					
The average time required to provide manual loop qualification for DSL capable loops measured in business days.					
Exclusions:					
Manual request for loop makeup information not initiated by the CLEC. However, manual loop makeup requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.					
Business Rules:					
The time starts when a request is received from the CLEC and ends when the information on the loop qualification has been made available to the CLEC. For Manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual system.					
Levels of Disaggregation:					
None					
Calculation:			Report Structure:		
Σ(Date and Time the Loop Qualification is made available to CLEC – Date and Time the CLEC request is received) ÷ Total loop qualifications			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med
Benchmark:					
Parity with SBC/Ameritech Affiliate					

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Reporting of PM 1.2 Suspended Upon Implementation of PM 1.3 – Deletion of PM 1.2 To Be Addressed At Next Six-Month Review

1.2 Accuracy of Actual Loop Makeup Information Provided for DSL Orders						
Definition:						
The percent of accurate DSL actual Loop Makeup Information provided to the CLEC.						
Exclusions:						
None						
Business Rules:						
This measurement tracks accuracy of the loop makeup information provided to the CLEC. It compares reported loop makeup information to actual loop makeup information on the loop provided to the CLEC, and it captures both the clerical error and underlying data error.						
Levels of Disaggregation:						
DSL actual Loop Makeup Information provided: Manually Electronically						
Calculation:				Report Structure:		
(# of orders for which Loop makeup information provided by AIT is identical to engineering work confirmation/DLR ÷ total actual Loop Makeup Information responses) * 100				Reported on a CLEC, all CLECs, AIT Affiliate basis by interface for EDI, or manually, depending on method of provision of actual loop makeup information.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Med	Med	Med	Med	Med	
Benchmark:						
Parity with Ameritech DSL Affiliate NOTE: Reporting of results, and payment of any remedies or assessments due, are to be suspended upon implementation of PM 1.3. No results will be calculated and no remedies or assessments will be calculated or paid.						

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New Performance Measure

1.3 Accuracy of Actual Loop Makeup Information Provided for DSL Orders	
Definition:	
The percent of DSL orders provisioned based upon accurate information from an SBC Ameritech loop qualification response for four categories: loop length, bridge, load, repeaters. Note that the only Loop Qualification restriction on YZP/AS IS orders is Loop Length. Therefore, the YZP/AS IS Level of Disaggregation below will only measure the accuracy of LMU for Loop Length. The other three categories will be reported for Diagnostic purposes. Identification of incorrect loop qualification response will be described in the Business Rule section below.	
Exclusions:	
Circuits that require conditioning if originally ordered YZP or 'AS IS' based on accurate loop makeup information.	

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Business Rules:

This measure assesses whether SBC Ameritech is able to provide a loop in response to a CLEC order that, based upon the loop qualification information provided by SBC Ameritech in response to the CLEC request, correctly reflects the specifications communicated on the Loop Qualification response.

Outlined below is what will count as an inaccurate record in each criteria:

Loop Length:

YZP/AS IS:

If Loop Makeup information says that the loop length is within YZP parameters (<17.5 kft), however the Loop is discovered to be outside of the parameters, SBC will count this Loop Makeup as inaccurate.

Standard Ordering (Non YZP/AS IS):

When there is a published Loop Length specification as it pertains to either SPEC code or product availability, if the inaccurate record shows loop length within the published specification, when in reality they are not, SBC will consider this an inaccurate LMU.

Bridge/Load/Repeater:

YZP/AS IS:

If, during the YZP/AS IS trouble process, Load or Repeaters are discovered that were not accurately reflected in Loop Qualification at that time, SBC will consider such record inaccurate. If, during the YZP/AS IS trouble process, Bridge Tap is found to be excessive that was not Excessive in Loop Makeup at that time, SBC will consider such record inaccurate.

Standard Ordering (Non YZP/AS IS):

If Loop Qualification either shows a Load or Repeater exists when it does not, causing CLEC to update SPEC code, SBC will consider such record inaccurate. If order completes, effect would be CLEC opens trouble ticket. If Loop Qualification either shows a Load or Repeater does not exist when it does, causing CLEC to update SPEC code. If order completes, CLEC would open trouble ticket.

Three activities will identify when an incorrect Loop Makeup was provided to the CLEC that inhibited provisioning of a DSL order:

- A specific jeopardy will be sent (identifying the need for the CLEC to adjust the SPEC code to reflect the LMU of the loop actually available for provisioning),
- An Installation trouble report will be opened (to remedy one of the four categories of loop qualification described above), or
- A subsequent conditioning-only order was required for bridge, load or repeaters.

Included in the denominator are all DSL loop orders completed within the report period, along with all cancelled DSL loop orders for which jeopardies are returned to CLECs indicating that specifications of the loop available for provisioning does not match the specifications provided on the Loop Qualification response. The numerator will include only those orders that complete without a jeopardy (as described above) being issued, without an installation trouble report requiring conditioning to be added, and without a subsequent conditioning only order being required.

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Levels of Disaggregation:					
DSL actual Loop Makeup Information provided: Manually • Standard Ordering (Non YZP/AS IS) • YZP/AS IS Loop length only • YZP/AS IS-bridge/load/repeaters (Diagnostic only) Electronically • Standard Ordering (Non YZP/AS IS) • YZP/AS IS Loop length only • YZP/AS IS-bridge/load/repeaters (Diagnostic only)					
Calculation:			Report Structure:		
(Number of DSL Loop orders installed without a related installation trouble report requiring conditioning, without a subsequent conditioning-only order, and without issuance of a jeopardy for loop qual data issue) ÷ (Total DSL loop orders completed and DSL loop orders cancelled due to jeopardy for loop qual data) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med
Benchmark:					
YZP/AS IS: Parity with SBC/Ameritech DSL Affiliate Standard Ordering (Non-YZP/AS IS): 95% Benchmark Tier 1/Tier 2 Diagnostic for the YZP/AS IS-bridge/load/repeater disaggregation.					

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2. Percent Responses Received within “X” seconds – OSS Interfaces	
Definition:	
The percent of responses completed in “x” seconds for pre-order interfaces (WebVerigate, EDI and CORBA) by function.	
Exclusions:	
None	
Business Rules:	
Timestamps for the interfaces (WebVerigate, EDI and CORBA) are taken at the SBC Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the SBC Pre-Order Adapter and stops at the date/time the SBC Pre-Order Adapter passes the response back to the interfacing application (WebVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC On-line website. https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the SBC Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from SBC Pre-Order Adapter and the end time is when the message is sent to the CLEC. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.	
Levels of Disaggregation:	
• Address Verification • Telephone Number Assignment (includes inquiry, reservation, confirmation and cancellation transactions) • Customer Service Inquiry (CSI) < = 30 WTNs (Also broken down for Lines as required for DIDs). • Customer Service Inquiry (CSI) > 30 WTNs/lines • Service Availability • Service Appointment Scheduling (Due Date) • Dispatch Required • PIC • Actual Loop Makeup Information requested • Design Loop Makeup Information requested (includes Pre-Qual transactions) • Protocol translation time – EDI (includes input and output times) • Protocol translation time – CORBA (includes input and output times) • Protocol translation time – Web Verigate (includes input and output times)	
Calculation:	Report Structure:

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(# of responses within each time interval ÷ total responses) * 100			Reported for a CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its' affiliate), by interface.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med
Benchmark:					
No damages will apply to the Protocol Translation Times for Web Verigate. No damages apply to the disaggregation for CSIs with greater than 30 WTNs/lines. Critical z-value does not apply.					
Measurement			Web Verigate, EDI and CORBA		
Address Verification			95% in <= 10 seconds		
Telephone Number Assignment (includes inquiry, reservation, confirmation and cancellation transactions)			95% in <= 10 seconds		
Customer Service Inquiry < or = 30 WTNs/lines			95% in <= 15 seconds		
Customer Service Inquiry > 30 WTNs/lines			95% in <= 60 seconds diagnostic		
Service Availability			95% in <= 13 seconds		
Service Appointment Scheduling (Due Date)			95% in <= 5 seconds		
Dispatch Required			95% in <= 19 seconds		
PIC			95% in <= 25 seconds		
Actual Loop Makeup Information requested (5 or less loops searched)			95% in <= 30 seconds		
Actual Loop Makeup Information requested (greater than 5 loops searched)			95% in <= 60 seconds		
Design Loop Makeup Information requested (includes Pre-Qual transactions)			95% in <= 15 seconds		
Protocol Translation Time – EDI (input and output)			95% in <= 4 seconds		
Protocol Translation Time – CORBA (input and output)			95% in <= 1 seconds		
Protocol Translation Time – Web Verigate (input and output)			95% in <= 1 second diagnostic		

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4. OSS Interface Availability
Definition:
Percent of time OSS interface is available compared to scheduled availability.
Exclusions:
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.
Business Rules:
The total “number of hours functionality to be available” is the cumulative number of hours (by date and time on a 24 hour clock) over which SBC/Ameritech plans to offer and support CLEC access to SBC/Ameritech’s operational support systems (OSS) functionality during the reporting period. “Hours Functionality is Available” is the actual number of hours, during scheduled available time, that the SBC/Ameritech interface is capable of accepting or receiving CLEC transactions or data files for processing through the interface and supporting operational support systems (OSS). The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the “Percent System Availability” measure. (SBC/Ameritech will not schedule normal system maintenance during normal business hours (8:00 a.m. to 5:30 p.m. central time, Monday through Friday)). When interfaces experience partial unavailability, an availability factor is applied to the calculation of downtime. This factor is stated as a percentage and represents the impact to the CLEC. Determination of the availability factor is governed by SBC/Ameritech’s Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever an interface experiences complete unavailability, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. SBC/Ameritech shall calculate the availability time rounded to the nearest minute.
Levels of Disaggregation:
• TCNET (only through retirement) • EBTA • EBTA GUI • BOP-GUI (as it is implemented in the SBC/Ameritech region) • Web LEX EDI Ordering Protocols • EDI VAN • EDI SSL3 • NDM • Web Verigate • Web Toolbar • ARAF • EDI Pre-order • CORBA Pre-order

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Calculation:		Report Structure:			
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours] * 100	Reported on a total wholesale basis across the SBC/Ameritech region (Company level reporting).		.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	None	None	None	None	None
Tier 2	High	High	Med	High	High
Benchmark:					
99.5%. The critical-z allowance does not apply on this measurement .					

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5. Percent Firm Order Confirmations (FOCs) Returned Within “X” Hours/Days

Definition:

Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- Rejected (manual and electronic) service requests.
- SBC/Ameritech retail disconnect orders in conjunction with wholesale migrations.
- Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at:
<https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls>.
and
<https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls>.
(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)
- Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.
- DSL orders rejected for incomplete or incorrect LSR.
- DSL orders denied for pair gain.
- SBC/Ameritech Only Disconnect orders
- Weekends and Holidays for Manual; Non-System Processing Hours for Electronic.

Business Rules:

Orders are measured according to how the service order was submitted to SBC/Ameritech (i.e., electronically or manually) and are included in these disaggregations regardless of how they are processed. SBC/Ameritech will measure unsolicited FOCs as jeopardies.

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, as posted on the Internet. If the receipt time is outside of normal business hours, then the start date/time is set to the beginning of the next business day.

Electronically Submitted Requests:

FOC business rules are established to reflect the electronic normal hours of operation, as posted on the Internet. For electronically processed service requests, the start date and time is the receive date and time that is automatically populated by the interface. The end date and time is recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

- LSRs Received and Processed Electronically: Hours used in the calculation are the hours of system availability. Time outside of the published hours of availability is

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excluded from the calculation.

- o If the LSR is received during scheduled system down time, the clock starts at the first scheduled time of system availability subsequent to the receipt date/time of the LSR.
- o If the FOC is sent during a scheduled system down time, the clock stops at the first scheduled time of system availability subsequent to the date/time the FOC was sent/made available to the CLEC.
- o If both the LSR is received and the FOC is sent within a continuous uninterrupted down-time period and entirely outside the published hours of availability, the receipt to FOC interval will be one minute.

Manually Submitted and/or Manually Processed Requests:

Manual requests are those initiated via the CLEC by fax. Manually processed requests include those manually submitted plus those electronically submitted that require manual intervention. The receive date and times are recorded and input on each request in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC.

- Hours used in the calculation are the Local Service Center (LSC) hours of operation.
 - o Where If a request is received Monday through Friday between 7:00 a.m. to 5:00 p.m., the valid start time will be the actual receipt time.
 - o If the request is received Monday through Thursday after 5:00 p.m. and before 7:00 a.m. the next day, the valid start time will be the next business day at 7:00 a.m.
 - o If the request is received Friday after 5:00 p.m. and before 7:00 a.m. Monday, the valid start time will be at 7:00 a.m. Monday.
 - o If the request is received on a holiday (anytime), the valid start time will be the next business day at 7:00 a.m.
 - o The returned confirmation to the CLEC will establish the end date/time. Where disaggregations reflect “clock hours” a 24-hour rolling clock will be used between 12:00 a.m. Monday and 11:59 p.m. Friday. Where disaggregations reflect “business hours” the time will be measured from 7:00 a.m. to 5:00 p.m. Monday through Friday CST.

Orders for the Broadband Service product are included in the disaggregated measures.

For a manual request that requires an associated loop qualification, the Start date and time is when the loop qualification is completed by OSP Engineering and is made available in the Loop Qual system. The End date and time is when the fax is sent back to the CLEC.

For orders where FOC times are negotiated with the CLEC, the entry on the ACIS service order is used in the calculation. The request type is determined from the order class and order type tables to report the various levels of disaggregation.

For DSL orders that require manual loop makeup information after the receipt of the LSR (CLEC did not request manual loop makeup information), the Start time for the FOC is the

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date and time the loop makeup information is available in the Loop Qual system. The End date and time is automatically recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

Manually and Electronically Submitted Requests:

For Interconnection Trunk Orders, SBC/Ameritech will attempt to contact CLEC with questions on interconnection trunk orders at least 2 days prior to FOC due date. This process will be in place until Ameritech institutes a reject process for these type orders.

Levels of Disaggregation:

Manually Submitted Requests:

- Simple Res. And Bus. < 24 Clock Hours
- Complex Business (1-200 Lines) < 24 Clock Hours
- Complex Business (>200 Lines) < 48 Clock Hours
- UNE Loop (1-49 Loops) < 24 Clock Hours
- UNE Loop (>49 Loops) < 48 Clock Hours
- Switch Ports < 24 Clock Hours
- CIA Centrex (1-200 Lines) < 24 Clock Hours
- CIA Centrex (>200 Lines) < 48 Clock Hours
- UNE P Simple Res and Bus < 24 Clock Hours
- UNE P Complex Business (1-200 Lines) < 24 Clock Hours
- UNE P Complex Business (>200 Lines) < 48 Clock Hours
- UNE xDSL Capable Loop (1-49 Loops) < 24 Clock Hours
- UNE xDSL Capable Loop (> 49 Loops) < 48 Clock Hours
- Line Sharing (1-49 Loops) < 24 Clock Hours
- Line Sharing (>49 Loops) < 48 Clock Hours
- Simple Residence and Business LNP Only (1-19 Lines) < 24 Clock Hours
- LNP with Loop (1-19 Loops) < 24 Clock Hours
- Simple Residence and Business LNP Only (>19 Lines) < 48 Clock Hours
- LNP with Loop (>19 Loops) < 48 Clock Hours
- LNP Complex Business (1-19 Lines) < 24 Clock Hours
- LNP Complex Business (>19 Lines) < 48 Clock Hours

Electronically Submitted Requests:

- Simple Res. And Bus. – Manually Processed < 5 Business Hours
- Simple Res. And Bus. – Electronically Processed < 2 Business Hours
- Complex Business (1-200 Lines) < 24 Clock Hours
- Complex Business (>200 Lines) < 48 Clock Hours
- UNE Loop (1-49 Loops) – Manually Processed < 5 Business Hours
- UNE Loop (1-49 Loops) – Electronically Processed < 2 Business Hours
- UNE Loop (>49 Loops) < 48 Clock Hours
- Switch Ports Manually Processed < 5 Business Hours
- Switch Ports Electronically Processed < 2 Business Hours
- Unbundled Local (Dedicated) Transport-DS1 < 1 Business Day

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Unbundled Local (Dedicated) Transport-DS3 < 5 Business Days
 CIA Centrex (1-200 Lines) < 24 Clock Hours
 CIA Centrex (>200 Lines) < 48 Clock Hours
 UNE P Simple Res and Bus – Manually Processed < 5 Business Hours
 UNE P Simple Res and Bus – Electronically Processed < 2 Business Hours
 UNE P Complex Business (1-200 Lines) < 24 Clock Hours
 UNE P Complex Business (>200 Lines) < 48 Clock Hours
 UNE xDSL Capable Loop (1-19 Loops) < 6 Business Hours
 UNE xDSL Capable Loop (> 19 Loops) < 14 Business Hours
 Line Sharing (1-49 Loops) < 6 Business Hours
 Line Sharing (>49 Loops) < 14 Business Hours
 Simple Residence and Business LNP Only (1-19 Lines) – Electronically Processed < 2 Business Hours
 Simple Residence and Business LNP Only (1-19 Lines) – Manually Processed < 5 Business Hours
 LNP with Loop (1-19 Loops) Manually Processed < 5 Business Hours
 LNP with Loop (1-19 Loops) Electronically Processed < 2 Business Hours
 Simple Residence and Business LNP Only (>19 Lines) < 48 Clock Hours
 LNP with Loop (>19 Loops) < 48 Clock Hours
 LNP Complex Business (1-19 Lines) < 24 Clock Hours
 LNP Complex Business (>19 Lines) < 48 Clock Hours
 EELs - diagnostic

Manually and Electronically Submitted Requests:

Interconnection Trunks (< 5 DS1) < 6 days
 Interconnection Trunks (>= 5 DS1) and all orders identified as part of a project < 8 days

NOTE: Orders are measured according to how the Service Order was received via SBC/Ameritech (i.e. electronically or manually) and are included in these disaggregations regardless of how they are processed. SBC/Ameritech will measure unsolicited FOCs as jeopardizes.

Calculation:	Report Structure:				
(# of FOCs returned within “X” hours/days ÷ total FOCs sent) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.				
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	Med	Med	Med	Med	Med
• Tail remedies will be paid at the Tier 1 level only. • Tail remedies do not apply to the electronic-electronic disaggregations.					
Orders that were included in the tail calculation, but met the FOC benchmark, shall not be included as occurrences subject to tail remedies.					

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Benchmark:

- All disaggregations – 95%; except
Complex Bus - 94%,
UNE Loop > 49 Loops - 94%,
Manually submitted UNE xDSL Capable Loop (1-49 Loops) - 94%, and
Manually submitted Line Sharing (1-49 Loops) – 94%
- The Average for the remainder of each measure disaggregated shall not exceed 20% of the established benchmark.
- All electronic-electronic disaggregations are combined to a summary level for remedy calculations.
- EELs are diagnostic until the next six-month review.

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5.2 Percentage of Unsolicited FOCs by Reason Code	
Definition:	
The number of Unsolicited FOCs sent to the CLECs generally categorized by reason codes identified in the levels of disaggregations, divided by Total Unsolicited FOCs	
Exclusions:	
CLEC Caused Errors	
Business Rules:	
This measure reports on the breakdown, by general Reason Code category, of the various Unsolicited FOCs that are sent to the CLEC.	
Levels of Disaggregation:	
• Cancel Customer Order • Add Service Order Number and or Line • Cancel Service Order • Service Order Due Date Change • Service Order Line Change	
Calculation:	Report Structure:
(Total Number of Unsolicited FOCs per general category ÷ Total # of Unsolicited FOCs) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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6. Average Time To Return FOC

Definition:

The average time to return FOC from receipt of complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- SBC/Ameritech retail disconnect orders conjunction with wholesale migrations.
- Rejected (manual and electronic) service requests.
- Rejected (manual and electronic) service requests.
- Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at:
<https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls>
and
<https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls>.
(The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)
- Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response time.
- DSL orders rejected for incomplete or incorrect LSR.
- DSL orders denied for pair gain.
- SBC/Ameritech Only Disconnect orders
- Weekends and Holidays for Manual; Non-System Processing Hours for Electronic.

Business Rules:

Orders are measured according to how the service order was submitted to SBC/Ameritech (i.e., electronically or manually) and are included in these disaggregations regardless of how they are processed. FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, as posted on the Internet. If the receipt time is outside of normal business hours, then the start date/time is set to the beginning of the the next business day. SBC/Ameritech will measure unsolicited FOCs as jeopardies.

Electronically Submitted Requests:

FOC business rules are established to reflect the electronic normal hours of operation, as posted on the Internet. For electronically processed service requests, the start date and time is the receive date and time that is automatically populated by the interface. The end date and time is recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

- LSRs Received and Processed Electronically: Hours used in the calculation are the hours of system availability. Time outside of the published hours of availability is excluded from the calculation.
 - If the LSR is received during scheduled system down time, the clock starts at the first scheduled time of system availability subsequent to the receipt

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date/time of the LSR.

- o If the FOC is sent during a scheduled system down time, the clock stops at the first scheduled time of system availability subsequent to the date/time the FOC was sent/made available to the CLEC.
- o If both the LSR is received and the FOC is sent within a continuous uninterrupted down-time period and entirely outside the published hours of availability, the receipt to FOC interval will be one minute.

Manually Submitted and/or Manually Processed Requests:

Manual requests are those initiated via the CLEC by fax. Manually processed requests include those manually submitted plus those electronically submitted that require manual intervention. The receive date and times are recorded and input on each request in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC.

- Hours used in the calculation are the Local Service Center (LSC) hours of operation.
 - o If a request is received Monday through Friday between 7:00 a.m. to 5:00 p.m., the valid start time will be the actual receipt time.
 - o If the request is received Monday through Thursday after 5:00 p.m. and before 7:00 a.m. the next day, the valid start time will be the next business day at 7:00 a.m.
 - o If the request is received Friday after 5:00 p.m. and before 7:00 a.m. Monday, the valid start time will be at 7:00 a.m. Monday.
 - o If the request is received on a holiday (anytime), the valid start time will be the next business day at 7:00 a.m.
 - o Where disaggregations reflect “clock hours” a 24-hour rolling clock will be used between 12:00 a.m. Monday and 11:59 p.m. Friday. Where disaggregations reflect “business hours” the time will be measured from 7:00 a.m. to 5:00 p.m. Monday through Friday CST.

Orders for the Broadband Service product are included in the disaggregated measures.

Manual service order requests are those initiated via the CLEC by fax. The receive date and times are recorded and input on each service order in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC via EDI-to-Fax.

For a manual request that requires an associated loop qualification, the Start date and time is when the loop qualification is completed by OSP Engineering and is made available in the LoopQual system. The End date and time is when the fax is sent back to the CLEC.

For orders where FOC times are negotiated with the CLEC, the entry on the ACIS service order is used in the calculation. The request type is determined from the order class and order type tables to report the various levels of disaggregation.

For DSL orders that require manual loop makeup information after the receipt of the LSR

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(CLEC did not request manual loop makeup information), the Start time for the FOC is the date and time the loop makeup information is available in the LoopQual system. The End date and time is automatically recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

For Interconnection Trunk Orders, SBC/Ameritech will attempt to contact CLEC with questions on interconnection trunk orders at least 2 days prior to FOC due date. This process will be in place until SBC/Ameritech institutes a reject process for these type orders.

Measurement is disaggregated according to product type and order size only, and includes orders submitted either electronically or manually.

Levels of Disaggregation:

Manually Submitted Requests:

- Simple Res. And Bus.
- Complex Business (1-200 Lines)
- Complex Business (>200 Lines)
- UNE Loop (1-49 Loops)
- UNE Loop (>49 Loops)
- Switch Ports
- CIA Centrex (1-200 Lines)
- CIA Centrex (>200 Lines)
- UNE P Simple Res. And Bus.
- UNE P Complex Business (1-200 Lines)
- UNE P Complex Business (>200 Lines)
- UNE xDSL Capable Loop (1-49 Loops)
- UNE xDSL Capable Loop (> 49 Loops)
- Line Sharing (1-49 Loops)
- Line Sharing (>49 Loops)
- Simple Residence and Business LNP Only (1-19 Lines)
- LNP with Loop (1-19 Loops)
- Simple Residence and Business LNP Only (>19 Lines)
- LNP with Loop (>19 Loops)
- LNP Complex Business (1-19 Lines)
- LNP Complex Business (>19 Lines)

Electronically Submitted Requests:

- Simple Res. And Bus. – Electronically Processed
- Simple Res. And Bus. – Manually Processed
- Complex Business (1-200 Lines)
- Complex Business (>200 Lines)
- UNE Loop (1-49 Loops) – Electronically Processed
- UNE Loop (1-49 Loops) – Manually Processed
- UNE Loop (>49 Loops)

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- Switch Ports Electronically Processed
- Switch Ports Manually Processed
- Unbundled Local (Dedicated) Transport-DS1 <1 Business Day
- Unbundled Local (Dedicated) Transport-DS3 <5 Business Days
- CIA Centrex (1-200 Lines)
- CIA Centrex (>200 Lines)
- UNE P Simple Res. And Bus. – Electronically Processed
- UNE P Simple Res. And Bus. – Manually Processed
- UNE P Complex Business (1-200 Lines)
- UNE P Complex Business (>200 Lines)
- UNE xDSL Capable Loop (1-19 Loops)
- UNE xDSL Capable Loop (> 19 Loops)
- Line Sharing (1-49 Loops)
- Line Sharing (>49 Loops)
- Simple Residence and Business LNP Only (1-19 Lines) – Electronically Processed
- Simple Residence and Business LNP Only (1-19 Lines) – Manually Processed
- LNP with Loop (1-19 Loops)
- Simple Residence and Business LNP Only (>19 Lines)
- LNP with Loop (>19 Loops)
- LNP Complex Business (1-19 Lines)
- LNP Complex Business (>19 Lines)
- EELs

Manually and Electronically Submitted Requests:

- Interconnection Trunks (<5 DS1)
- Interconnection Trunks (>= 5 DS1) and all orders identified as part of a project

Calculation:	Report Structure:
$\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Acknowledgment})] \div \text{Total FOCs}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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7. Percent Mechanized Completions Returned Within One Hour of Completion in Ordering Systems	
Definition:	
Percent mechanized completions sent/made available to the CLEC within one hour of completion.	
Exclusions:	
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.	
Business Rules:	
The elapsed time for a completion is calculated based on the time the last service order, which establishes service, is completed in the wholesale Local Service Request (LSR) system, to the actual time the completion is sent/made available to the CLEC. For example, if a service request has multiple orders, the start time would be when the last service order was completed in the LSR processing system. The calculation is based on system processing hours. System processing hours can be found on CLEC On-line at: https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(# of mechanized completions sent/made available to CLEC within 1 hour ÷ total mechanized completions) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
97% for IN, MI, OH, WI, IL	

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7.1 Percent Mechanized Completions Returned Within One Day Of Work Completion					
Definition:					
Percent mechanized completions sent/made available within one day.					
Exclusions:					
- Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time. - CLEC-caused misses and delays					
Business Rules:					
Days are calculated by subtracting the date the completion notification was sent/made available to the CLEC minus the work completion date. The calculation is based on system processing days. System processing hours can be found on CLEC On-line at: https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls					
Levels of Disaggregation:					
- Resale - UNEs - UNE-P - LNP Only					
Calculation:			Report Structure:		
(# of mechanized completions sent/made available to the CLEC within 1 day of work completion ÷ total mechanized completions) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Low	Low	Med	Low	Low
Tier 2	None	None	None	None	None
Benchmark:					
97% for IN, MI, OH, WI, IL					

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8. Average Time to Return Mechanized Completions	
Definition:	
Average time required to send/make available a mechanized completion to a CLEC.	
Exclusions:	
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.	
Business Rules:	
The elapsed time for a completion is calculated based on the time the last service order, which establishes service, is completed in the wholesale Local Service Request (LSR) system and the actual time the completion is sent/made available to the CLEC. For example, if a service request has multiple orders, the start time would be when the last service order was completed in the LSR processing system. The calculation is based on system processing hours. System processing hours can be found on CLEC On-line at: https://clec.sbc.com/clec/hb/filelist/docs/011030-012759/OSS Hours of Operation.xls	
Levels of Disaggregation:	
• Resale • UNEs • UNE-P	
Calculation:	Report Structure:
$\Sigma[(\text{Date and Time of Notice Of Completion sent/made available to the CLEC}) - (\text{Date and Time the last order is completed in the LSR system})] \div \text{Total Mechanized Completions}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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9. Percent Rejects	
Definition:	
The number of rejects compared to the issued orders for orders submitted via the electronic interfaces	
Exclusions:	
- Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time. - Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at: https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls. and https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls. (The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.).	
Business Rules:	
A rejected order does not pass edit checks or other edits prior to the order being distributed. This measure includes all orders that are submitted through an electronic interface, regardless of whether the order was processed electronically or manually.	
Levels of Disaggregation:	
- CLEC Caused Reject - SBC/Ameritech Caused Rejects (Re-flowed Orders)	
Calculation:	Report Structure:
(# of rejects ÷ total unique orders and supplements for electronic interfaces) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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10. Percent Rejects Returned Within “X” Hours					
Definition:					
Percent rejects returned within “X” Hours.					
Exclusions:					
- Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s Performance shall not include Service Bureau Provider processing, availability or response time. - Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at: https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls and https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls. (The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)					
Business Rules:					
The start time used is the date and time the LSR is received. The end time is the date and time the reject notice is sent/made available to the CLEC. This measure includes all rejects regardless of how the order was initially submitted or processed (i.e., electronically or manually). The calculation is based on system processing hours for auto/auto and LSC processing hours for auto/manual and manual/manual.					
Levels of Disaggregation:					
- Mechanized Rejects (A/A) - Manual Rejects Received Electronically (A/M) - Manual Rejects Received Manually (M/M)					
Calculation:			Report Structure:		
(# of rejects sent/made available within “X” Hours ÷ total rejects) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Med	Med	Med	Med	Med
Tier 2	None	None	None	None	None
With Remedy Cap					
Benchmark:					
95% Mechanized Rejects within 2 Hours					
95% Manual Rejects Received Electronically within 8 Hours					
95% Manual Rejects Received Manually within 24 Hours					

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10.4 Percentage of Orders Given Jeopardy Notices	
Definition:	
Percentage of orders given jeopardy notices measures the number of orders for which jeopardy notices are sent to customers as a percentage of the total number of orders due in the calendar month.	
Exclusions:	
• CLEC End User-Initiated Jeopardy Codes. • Service orders that fall into, or are completed thru, the FMOD process.	
Business Rules:	
An 870 is a jeopardy notice that is sent to the CLEC to notify them that an order's confirmed due date is in jeopardy of being missed. Unsolicited FOCs will be counted as Jeopardies.	
Levels of Disaggregation:	
Resale POTS • Field Work (FW) • Non-Field Work (NFW) Resale Specials • Field Work (FW) • Non-Field Work (NFW) Unbundled Loops • Field Work (FW) • Non-Field Work (NFW) UNE-P • Field Work (FW) • Non-Field Work (NFW)	
Calculation:	Report Structure:
$\left[\frac{(\text{\# of orders receiving jeopardy notices})}{(\text{Total orders due in the calendar month})} \right] * 100$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 - None Tier 2 - None	
Benchmark:	
Not to exceed 5% of orders given jeopardy notices.	

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11. Mean Time to Return Mechanized Rejects	
Definition:	
Average time required to send/make available a mechanized reject.	
Exclusions:	
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time. Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech or as defined as projects in CLEC Online referenced at: https://clec.sbc.com/clec/hb/files/amer/Ameritech%20RESALE%20Standard%20Due%20Dates.xls. https://clec.sbc.com/clec/hb/files/amer/Ameritech%20UNE%20Standard%20Due%20Dates.xls. (The URL address can change. The steps for access to the above information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose an Ameritech State, 4) Select Ordering, 5) Select Due Date Matrix, 6) Select Resale matrix or UNE matrix.)	
Business Rules:	
The start time used is the date and time the reject is sent/made available to the Local Service Request (LSR) processing system, and the end time is the date and time the reject notice is sent/made available to the CLEC. This measure includes all rejects regardless of how the order was initially submitted or processed (i.e., electronically or manually). The calculation is based on system processing hours for auto/auto and LSC processing hours for auto/manual and manual/manual.	
Levels of Disaggregation:	
- Mechanized Rejects (A/A) - Manual Rejects Received Electronically (A/M) - Manual Rejects Received Manually (M/M)	
Calculation:	Report Structure:
$\Sigma[(\text{Date and Time reject sent/made available}) - (\text{Date and Time of Order receipt})] \div \text{total rejects}$	Reported for CLEC all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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12. Mechanized Provisioning Accuracy						
Definition:						
Percent of mechanized orders completed as ordered.						
Exclusions:						
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.						
Business Rules:						
This measurement compares the USOCs ordered on a mechanized order, to the copy of the order which updates the customer billing database.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of orders completed as ordered ÷ total orders) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Low	Low	Med	Low	Low	
Benchmark:						
Parity						

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13. Order Process Percent Flow Through						
Definition:						
Percent of orders from receipt to distribution that progress mechanically through to SBC/Ameritech provisioning systems.						
Exclusions:						
• Orders both electronically generated and rejected if error is caused by CLEC. • Manually received orders • Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.						
Business Rules:						
The number of eligible orders, that flow through SBC/Ameritech’s ordering systems without manual intervention, divided by the total number of eligible electronically generated orders within the reporting period. Manually intervened orders that are electronically generated are considered failed pass-through. Orders that fall out after receipt, but are not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.						
Levels of Disaggregation:						
• UNE Loops • Resale • UNE-P • LNP • LSNP • Line Sharing						
Calculation:			Report Structure:			
(# of orders that flow through ÷ total eligible electronic orders) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	High	High	Med	High	High	
Benchmark:						
95% for UNE Loops; Parity with SBC/Ameritech Retail for other disaggregations.						

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

13.1 Total Order Process Percent Flow Through	
Definition:	
Percent of EDI orders from entry to distribution that progress through SBC/Ameritech ordering systems without manual intervention.	
Exclusions:	
Excludes rejected orders	
Business Rules:	
The number of orders that flow through SBC/Ameritech's ordering systems and are distributed in the Service Order System without manual intervention, divided by the total number of orders submitted via EDI within the reporting period.	
Levels of Disaggregation:	
• Resale • UNE Loops • LNP • LSNP • UNE-P • Line Sharing	
Calculation:	Report Structure:
(# of orders that flow through ÷ total orders) * 100	Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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Billing

14. Billing Accuracy	
Definition:	
SBC/Ameritech performs audits on three billing systems: ACIS (Retail), RBS (Wholesale) and CABS (Access) to ensure the accuracy of the bills rendered to its customers.	
Exclusions:	
None	
Business Rules:	
The purpose of these audits is to review and recalculate for services billed in the five states. This is to ensure that monthly bills sent to the CLECs, and retail customers are rated accurately according to the billing tables. This is performed by extracting recurring, non-recurring, and usage elements from the above listed billing systems and comparing the billed elements to expected results. For all validations performed, the number of elements that have been released prior to correction (bills are audited for accurate calculations) are counted as an error against the total elements audited.	
Levels of Disaggregation:	
• Resale Monthly Recurring/Non-recurring • Resale Usage/Unbundled Local Switching • Other Unbundled Network Elements	
Calculation:	Report Structure:
(# of elements not corrected prior to bill release ÷ total elements audited) * 100	Reported for the aggregate of all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate. Reported on an SBC/Ameritech Company basis.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
<u>Parity</u>	<u>Retail Comparison</u>
1. Resale Monthly Recurring/Non-Recurring	Retail
2. Resale Usage/Unbundled Local Switching	Retail
3. Other Unbundled Network Elements	Access

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15. Percent of Accurate and Complete Formatted Mechanized Bills Via EDI or BDT						
Definition:						
The percent of monthly bills sent to the CLECs via the mechanized process that are accurate and complete.						
Exclusions:						
None						
Business Rules:						
Billing accuracy is based upon many factors including: totaling, formatting, content and syntax. The EDI disaggregation includes all mechanized bills that are not BDT.						
Levels of Disaggregation:						
• EDI • BDT						
Calculation:			Report Structure:			
(# of accurate and complete formatted bills ÷ total bills) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	High	High	Med	High	High	
Benchmark:						
99%						

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16. Percent of Usage Records Transmitted Correctly						
Definition:						
The percent of usage records transmitted correctly on the Daily Usage extract feed.						
Exclusions:						
CLEC-caused errors.						
Business Rules:						
Controls and edits within the billing process uncover certain types of errors that are likely to appear on the usage records. When these errors are uncovered, a new release of the program is written to ensure that the error does not occur again. Thus, an error that is reported in one month should not occur the next month because the billing program error would have been fixed by the next month. The usage records retransmitted due to SBC/Ameritech caused errors are counted in this measure.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of usage records transmitted correctly ÷ total usage records transmitted) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
95%						

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17. Billing Completeness						
Definition:						
Percent of on-time service orders that post to Billing within a designated interval.						
Exclusions:						
• Feature Group A • Feature Group B • Feature Group D • Wireless						
Business Rules:						
A service order is considered completed for Billing when the service order is posted in the Billing systems. Service orders are measured from service order completion in the Ordering system to bill posting in the Billing system. All other orders will be considered on time if posted within the first bill cycle following order completion.						
Levels of Disaggregation:						
• Lineshare • UNE-P • Resale • All Other Products(UNE, EOI, ULT, EELs)						
Calculation:			Report Structure:			
(# of on time posted billing orders in report month ÷ total billing orders in report month) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Med	Med	Med	Med	Med	
Benchmark:						
Parity with SBC/Ameritech Retail for UNE-P, Resale, and All Other Products. Parity with SBC/Ameritech Affiliate for the Lineshare disaggregation.						

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18. Billing Timeliness (Wholesale Bill)						
Definition:						
Billing Timeliness measures the length of time from the wholesale billing date (end of billing period) to the time it is transmitted to the CLEC.						
Exclusions:						
Weekends and Holidays.						
Business Rules:						
The date sent is used to gather the data for the reporting period. The measure compares the date sent for the bill to the send due date. The send due date is six business days after the wholesale bill period. For example, a CLEC with a wholesale billing date of Monday the 1 st , the transmission due date would be on the following Monday, the 8 th assuming no weekday holidays.						
Levels of Disaggregation:						
• Electronic. • Paper						
Calculation:				Report Structure:		
(# of bills transmitted on time ÷ total bills released) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	High	High	Med	High	High	
Benchmark:						
95% within 6 th workday for IL, IN, MI, OH, WI.						

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19. Daily Usage Feed Timeliness	
Definition:	
Usage information is sent to the CLECs on a daily basis. This usage data must be sent to the CLEC within 6 work days in order to be considered timely.	
Exclusions:	
Weekends and Holidays.	
Business Rules:	
The measure uses the actual EMI usage records that are sent to the CLECs. Data date is the recording date of the usage and is part of the EMI usage record. Cycle date is the day the Daily Usage file is sent to the CLEC. Cycle date is found on the pack header record of the Daily Usage file.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(# of usage records transmitted on time ÷ total usage records) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
95% within 6 th workday	

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20. Unbillable Usage	
Definition:	
The percent usage data that is unbillable.	
Exclusions:	
None	
Business Rules:	
The total dollars written off by MEC (Message Error Correction) and the total value of unbillable, unrated AMA messages are divided by the total billed revenue in the calendar month.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Total unbillable revenue ÷ total billed revenue) * 100	Reported on an SBC/Ameritech Company basis (aggregated). Company level reporting.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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Miscellaneous Administrative

21.1 Average Time Placed on Hold at LSC	
Definition:	
The average time a customer is placed on hold after the LSC has directed the call to a specific person or group.	
Exclusions:	
Weekends and Holidays	
Business Rules:	
This measurement is driven by the SBC/Ameritech call management (ACD) system and accumulates hold time data based on the primary queue. Calls are answered during normal business hours and reported via ACD reporting capabilities.	
Levels of Disaggregation:	
• Resale • UNE • DSL • UNE-P	
Calculation:	Report Structure:
Total time on hold ÷ total calls answered	Reported for all calls to the LSC for all CLECs (aggregated). Company level reporting.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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22. Local Service Center (LSC) Grade Of Service (GOS)						
Definition:						
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.						
Exclusions:						
Weekends and Holidays.						
Business Rules:						
The clock starts when the customer enters the queue and the clock stops when a SBC/Ameritech representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. LSC Hours of operation are posted on the Internet.						
Levels of Disaggregation:						
• Resale • UNE • DSL • UNE-P						
Calculation:			Report Structure:			
# of calls answered by the LSC within a specified period of time ÷ Total calls answered			Reported for LSC and SBC/Ameritech . Reported at the Company level.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	None	None	None	None	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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New Performance Measure

22.1 Mechanized Customer Production Support Center (MCPSC) Grade Of Service (GOS)	
Definition:	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the Ameritech region	
Exclusions:	
• Weekends • Holidays • Outside normal business hours as defined in CLEC On-Line	
Business Rules:	
The clock starts when the CLEC enters the queue and the clock stops when an MCPSC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the MCPSC call management system queue until the CLEC call is transferred to MCPSC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period.	
Levels of Disaggregation:	
• None	
Calculation:	Report Structure:
Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the SBC representative / Total number of calls to the selected regional option answered by the MCPSC.	Reported for Ameritech only on a regional basis.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic until the next six-month review.	

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24.1 Average Time Placed on Hold at LOC	
Definition:	
The average time a customer is placed on hold after the LOC has directed the call to a specific person or group.	
Exclusions:	
Weekends and Holidays	
Business Rules:	
This measurement is driven by the SBC/Ameritech call management (ACD) system and accumulates hold time data based on the primary queue. Calls are answered during normal business hours and reported via ACD reporting capabilities.	
Levels of Disaggregation:	
• Resale • UNE • Lineshare	
Calculation:	Report Structure:
Total time on hold ÷ total calls answered	Reported for all calls to the LOC for all CLECs (aggregated)
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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25. Local Operations Center (LOC) Grade Of Service (GOS)						
Definition:						
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds.						
Exclusions:						
None						
Business Rules:						
The clock starts when the customer enters the queue and the clock stops when the SBC/Ameritech representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. LOC hours of operation are posted on the Internet.						
Levels of Disaggregation:						
• DSL Calls • All Other Calls						
Calculation:			Report Structure:			
# of calls answered by the LOC within a specified period of time ÷ total calls answered			Reported for LOC and SBC/Ameritech. Reported at the Company level.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	None	None	None	None	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

RESALE POTS AND UNE LOOP AND PORT COMBINATIONS

Provisioning - Resale POTS

27. Mean Installation Interval
Definition:
Average business days from application date to completion date for N, T, C orders.
Exclusions:
• CLEC caused and/or end-user caused misses. • Field Work orders – excludes customer requested due dates beyond the offer date. • No Field Work orders – excluded if order applied for before 3:00 p.m. and the due date requested is not same day; and if order applied for after 3:00 p.m. and the due date requested is beyond the next business day. • CIA Centrex excluded if customer requested due dates greater than 5 business days. • Orders that are not N, T, and C orders. • Orders where CLECs are charged expedite charges • UNE-P Orders if included in a project (order >250 lines, circuits and/or telephone numbers, or mutually agreed to)
Business Rules:
The clock starts on the Application Date, which is the day that SBC/Ameritech receives a correct Service Order except in the case of a manually submitted order (facsimile, US Mail, or other hard-copy delivery service), when the clock starts at FOC date/time. The clock stops on the Completion Date, which is the day that SBC/Ameritech personnel complete the service order activity. Orders are included in the month they are posted. There are 2 types of No Field Work orders in the measurement. A) Same Day Due orders defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date; and B) Next Day Due orders defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then the interval is (Completion – Application Date). If the order is Next Day Due, then the interval is [(Completion – Next Business Day) + 1]. UNE-Ps are also reported at order level. If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

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Levels of Disaggregation:	
Geographic POTS • Business class of service -- Field Work (FW) -- No Field Work (NFW) • Residence class of service -- Field Work (FW) -- No Field Work (NFW) • CIA Centrex -- Field Work (FW) -- No Field Work (NFW) UNE-P • Business class of service -- Field Work (FW) -- No Field Work (NFW) • Residence class of service -- Field Work (FW) -- No Field Work (NFW)	
Calculation:	Report Structure:
$\frac{[\sum(\text{Completion date} - \text{application date})]}{(\text{Total orders completed})}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Resale POTS Parity - Field Work compared to SBC/Ameritech Retail Field Work (N, T, C order types) and No Field Work compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively. UNE-P Parity - Field Work compared to SBC/Ameritech Retail Field Work (N, T, C order types) and No Field Work compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively. CIA Centrex Field Work Parity compared to Ameritech Centrex Field Work (N, T, C order types) and No Field Work compared to a 4-day interval.	

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28. Percent POTS/UNE-P Installations Completed Within the Customer Requested Due Date

Definition:

Measure of orders completed within the customer requested due date when that date is later than or equal to the offered due date/interval or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech. .

Exclusions:

- CLEC caused and/or end-user caused misses.
- All orders except N, T, and C orders. Orders where CLECs are charged expedite charges
- Facility misses as counted in PM 30.

Business Rules:

The clock starts on the Application Date, which is the day that SBC/Ameritech receives a correct Service Order. The clock stops on the Completion Date, which is the day that SBC/Ameritech personnel complete the service, order activity. Orders are included in the month they are posted. There are 2 types of No Field Work orders in the measurement. A) Same Day Due orders defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date; and B) Next Day Due orders defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then the interval is (Completion – Application Date). If the order is Next Day Due, then the interval is [(Completion – Next Business Day) + 1]. UNE-Ps are also reported at order level.

If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

Due dates for Field Work orders are determined by the company offered interval at the time that the order is received, unless an expedite has been accepted by SBC/Ameritech. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the SBC/Ameritech agreed to due date will be substituted for the customer requested due date and included in this measure.

Due dates for No Field Work orders will be the due date requested on the LSR, except that, for a No Field Work order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by SBC/Ameritech.

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Levels of Disaggregation:						
Geographic						
POTS						
• Business class of service -- Field Work (FW) -- No Field Work (NFW) • Residence class of service -- Field Work (FW) -- No Field Work (NFW) • CIA Centrex -- Field Work (FW) -- No Field Work (NFW)						
UNE-P						
• Business class of service (Orders included in Projects are excluded) -- Field Work (FW) -- No Field Work (NFW) • Residence class of service (Orders included in Projects are excluded) -- Field Work (FW) -- No Field Work (NFW)						
Projects						
-- UNE-P (Orders > 250 lines, circuits and/or telephone numbers, or mutually agreed to)						
Calculation:				Report Structure:		
(# of orders installed within the requested interval ÷ total number of orders) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • Resale POTS No Field Work measured against a benchmark of 97% • UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • UNE-P No Field Work measured against a benchmark of 97% • CIA Centrex Field Work Parity compared to SBC/Ameritech Centrex Field Work (N, T, C order types) • CIA Centrex No Field Work compared to 95% within a 5-day interval. • UNE-P Projects - 95% within customer requested due date.						

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29. Percent SBC/Ameritech Caused Missed Due Dates	
Definition:	
Percent of N, T, and C orders where installation was not completed by the due date as a result of a SBC/Ameritech caused missed due date.	
Exclusions:	
• Orders that are not N, T, or C. • CLEC caused and/or end-user caused misses excluded from the numerator. • Facility misses as counted in PM 30.	
Business Rules:	
This includes orders completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at an order level. UNE-Ps are also reported at an order level. If SBC/Ameritech reschedules the original due date without the consent of the CLEC the original due date will be the one measured against. This measure includes, in both the numerator and denominator, the number of orders canceled after an SBC/Ameritech-caused missed due date.	
Levels of Disaggregation:	
Geographic POTS • Business class of service -- Field Work (FW) -- No Field Work (NFW) • Residence class of service -- Field Work (FW) -- No Field Work (NFW) UNE-P • Business class of service -- Field Work (FW) -- No Field Work (NFW) • Residence class of service -- Field Work (FW) -- No Field Work (NFW)	
Calculation:	Report Structure:
(# of orders not completed by the due date or canceled after the due date as a result of an SBC/Ameritech cause ÷ total orders plus total orders canceled after the due date as a result of an SBC/Ameritech cause) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

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Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • Resale POTS No Field Work measured against a benchmark of 97%. • UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • UNE-P No Field Work measured against a benchmark of 97%.

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30. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities						
Definition:						
Percent N, T, and C orders with missed committed due dates due to lack of facilities.						
Exclusions:						
• Orders that are not N, T, or C. • No Field Work (NFW) Orders						
Business Rules:						
Includes orders with a completion date that is greater than the due date based on an SBC/Ameritech missed reason code for lack of facilities. This measurement is reported at an order level.						
Levels of Disaggregation:						
Geographic						
POTS						
• Residence class of service -- all missed orders -- > 30 calendar days -- > 90 calendar days • Business class of service -- all missed orders -- > 30 calendar days -- > 90 calendar days						
UNE-P						
• Residence class of service -- all missed orders -- > 30 calendar days -- > 90 calendar days • Business class of service -- all missed orders -- > 30 calendar days -- > 90 calendar days						
Calculation:				Report Structure:		
(# of orders with missed due dates due to lack of facilities ÷ total orders completed) * 100				Reported for CLEC, all CLECs SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:
• Resale POTS Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively. • UNE-P Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively.

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31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	
Definition:	
Average calendar days from due date to completion date on company missed orders due to lack of facilities.	
Exclusions:	
• Orders that are not N, T, or C. • No Field Work (NFW) Orders.	
Business Rules:	
Includes orders missed due to lack of facilities that are selected based on the missed reason code. This measure is reported at an order level..	
Levels of Disaggregation:	
Geographic POTS • Business class of service • Residence class of service UNE-P • Business class of service • Residence class of service	
Calculation:	Report Structure:
$\frac{\Sigma(\text{Completion date} - \text{due date}) \text{ for company missed orders due to lack of facilities}}{\text{(total completed orders with a SBC/Ameritech caused missed due date due to lack of facilities)}}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
• Resale POTS Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively. • UNE-P Parity compared to SBC/Ameritech Retail (N, T, and C order types), Business and Residence respectively.	

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32. Average Delay Days For SBC/Ameritech Caused Missed Due Dates	
Definition:	
Average calendar days from due date to completion date on company missed orders.	
Exclusions:	
• Orders that are not N, T, or C. • Company delayed orders as a result of lack of facilities.	
Business Rules:	
Includes orders missed due to company reasons other than lack of facilities that are selected based on the missed reason code. This measure is reported at an order level..	
Levels of Disaggregation:	
Geographic POTS • Business class of service -- Field Work (FW) -- No Field Work (NFW) • Residence class of service -- Field Work (FW) -- No Field Work (NFW) UNE-P • Business class of service -- Field Work (FW) -- No Field Work (NFW) • Residence class of service -- Field Work (FW) -- No Field Work (NFW)	
Calculation:	Report Structure:
$\frac{\Sigma(\text{Completion date} - \text{due date})}{\text{(total completed orders with a SBC/Ameritech caused missed due date)}}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	

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Benchmark:
• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • Resale POTS No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively. • UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • UNE-P No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.

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33. Percent SBC/Ameritech Caused Missed Due Dates > 30 days						
Definition:						
Percent of orders where installation was completed greater than 30 calendar days following the due date.						
Exclusions:						
• Orders that are not N, T, or C. • Facility missed orders captured in PM 30.						
Business Rules:						
This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at an order level.						
Levels of Disaggregation:						
Geographic						
POTS						
• Business class of service -- Field Work (FW) -- No Field Work (NFW) • Residence class of service -- Field Work (FW) -- No Field Work (NFW)						
UNE-P						
• Business class of service -- Field Work (FW) -- No Field Work (NFW) • Residence class of service -- Field Work (FW) -- No Field Work (NFW)						
Calculation:				Report Structure:		
(# of orders completed greater than 30 calendar days following the due date ÷ total orders completed) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	

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Benchmark:

- Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.
- Resale POTS No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.
- UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively.
- UNE-P No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.

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35. Percent Trouble Reports Within 30 Days (I-30) of Installation	
Definition:	
Percent of N, T, C orders that receive a network customer trouble report within 30 calendar days of service order completion.	
Exclusions:	
• Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number. • Disposition codes “11”, “12”, & “13” reports (excludable reports). • Reports caused by customer provided equipment (CPE) or wiring. • Trouble report received on the due date before service order completion. • Orders that are not N, T, or C.	
Business Rules:	
Includes trouble reports received the day after SBC/Ameritech personnel complete the service order through 30 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 calendar days after service order completion and closed within the reporting month. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.	
Levels of Disaggregation:	
Geographic POTS • Business class of service -- Field Work (FW) -- No Field Work (NFW) • Residence class of service -- Field Work (FW) -- No Field Work (NFW) UNE-P • Business class of service -- Field Work (FW) -- No Field Work (NFW) • Residence class of service -- Field Work (FW) -- No Field Work (NFW)	
Calculation:	Report Structure:
Count of initial electronic and manual trouble reports issued on or within 30 calendar days after service order completion ÷ total orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

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Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
• Resale POTS Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • Resale POTS No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively. • UNE-P Field Work Parity compared to SBC/Ameritech Retail Field Work (N, T, C order types), Business and Residence respectively. • UNE-P No Field Work Parity compared to SBC/Ameritech Retail No Field Work (N, T, C order types), Business and Residence respectively.					

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New Performance Measure

35.1 Percent UNE-P Trouble Reports On the Completion Date	
Definition:	
Percent of C orders for UNE-P conversions that receive an electronic or manual trouble report on the day of completion.	
Exclusions:	
• Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number. • Reports caused by customer provided equipment (CPE) or wiring. • Disposition codes “11”, “12”, & “13” reports (excludable reports).	
Business Rules:	
Includes reports received on the day of completion for UNE-P conversion orders. The denominator for this measure is the total count of UNE-P orders posted within the reporting month. The numerator is the number of trouble reports received at any time on the day of completion. These will be reported the month that the trouble report is closed.	
Levels of Disaggregation:	
Geographic • UNE –P No Field Work (NFW)	
Calculation:	Report Structure:
(Count of initial electronic or manual trouble reports received on the day of service order completion ÷ total # of orders) * 100	Reported for POTS Resale by CLEC, all CLECs and SBC/Ameritech
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic. The results of this measurement are included in PM 35. Damages and assessments will be paid based on the PM 35 results.	

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Maintenance - Resale POTS

37. Trouble Report Rate	
Definition:	
The number of customer trouble reports per 100 lines.	
Exclusions:	
- Subsequent reports. A subsequent report is one that is received while an existing repair report is open. - Reports caused by customer provided equipment (CPE) or wiring. - All disposition codes “11”, “12”, & “13” reports (excludable reports).	
Business Rules:	
CLEC and SBC/Ameritech repair reports are entered into and tracked in the WFA or LMOS systems. Reports are counted in the month they are closed.	
Levels of Disaggregation:	
Geographic POTS - Business class of service - Residence class of service UNE-P - Business class of service - Residence class of service	
Calculation:	Report Structure:
[# of customer trouble reports ÷ (total lines in service ÷ 100)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
- POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively. - UNE-P – Parity with SBC/Ameritech Retail, Business and Residence respectively.	

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37.1 Trouble Report Rate Net of Installation and Repeat Reports						
Definition:						
The number of electronic or manual customer trouble reports per 100 lines.						
Exclusions:						
• Trouble reports caused by customer provided equipment (CPE) or wiring. • All disposition “11”, “12”, and “13” trouble reports (excludable reports). • Trouble reports included in PM 35. • Trouble reports included in PM 41						
Business Rules:						
CLEC and SBC/Ameritech repair reports are entered into and tracked in the LMOS system. Reports are counted in the month they post to LMOS.						
Levels of Disaggregation:						
Geographic						
POTS						
• Business class of service • Residence class of service						
UNE-P						
• Business class of service • Residence class of service						
Calculation:			Report Structure:			
(Total number of customer trouble reports net of installation and repeat reports) ÷ (Total lines in service ÷ 100)			Reported for POTS Resale trouble reports by CLEC, all CLECs and SBC/Ameritech.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
• POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively. • UNE-P – Parity with SBC/Ameritech Retail, Business and Residence respectively.						

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38. Percent Missed Repair Commitments						
Definition:						
Percent of trouble reports not cleared by the commitment time due to SBC/Ameritech reasons.						
Exclusions:						
• Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Reports caused by customer provided equipment (CPE) or wiring. • All disposition codes “11”, “12”, & “13” reports (excludable reports).						
Business Rules:						
The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that SBC/Ameritech personnel clear the repair activity and complete the trouble report in the work and force systems. If this is after the commitment time, the report is flagged as a “Missed Commitment.”						
Levels of Disaggregation:						
Geographic						
POTS						
• Business class of service -- Dispatch -- No Dispatch • Residence class of service -- Dispatch -- No Dispatch						
UNE-P						
• Business class of service -- Dispatch -- No Dispatch • Residence class of service -- Dispatch -- No Dispatch						
Calculation:				Report Structure:		
(# of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
		IL	IN	MI	OH	WI
	Tier 1	High	High	Med	High	High
	Tier 2	High	High	Med	High	High
Benchmark:						
• POTS – Parity with SBC/Ameritech Retail, Business and Residence, respectively. • UNE-P – Parity with SBC/Ameritech Retail, Business and Residence, respectively.						

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39. Receipt To Clear Duration	
Definition:	
Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.	
Exclusions:	
• Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Reports caused by customer provided equipment (CPE) or wiring. • Disposition codes “11”, “12”, & “13” reports (excludable reports).	
Business Rules:	
The clock starts on the date and time SBC/Ameritech receives a trouble report. The clock stops on the date and time that SBC/Ameritech personnel clear the repair activity and complete the trouble report in WFA or LMOS.	

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Levels of Disaggregation:						
Geographic						
POTS						
• Business class of service -- Dispatch . Affecting Service . Out of Service -- No Dispatch . Affecting Service . Out of Service • Residence class of service -- Dispatch . Affecting Service . Out of Service -- No Dispatch . Affecting Service . Out of Service						
UNE-P						
• Business class of service -- Dispatch . Affecting Service . Out of Service -- No Dispatch . Affecting Service . Out of Service • Residence class of service -- Dispatch . Affecting Service . Out of Service -- No Dispatch . Affecting Service . Out of Service						
Calculation:				Report Structure:		
Σ[(Date and time SBC/Ameritech clears trouble report) - (Date and time trouble report is received)] ÷ Total customer trouble reports				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:
• Resale POTS Dispatch Parity compared to SBC/Ameritech Retail Dispatch • Resale POTS No Dispatch Parity compared to SBC/Ameritech Retail No Dispatch Business and Residence respectively. • UNE-P Dispatch Parity compared to SBC/Ameritech Retail Dispatch • UNE-P No Dispatch Parity compared to SBC/Ameritech Retail No Dispatch, Business and Residence respectively.

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40. Percent Out Of Service (OOS) < 24 Hours						
Definition:						
Percent of OOS trouble reports cleared in less than 24 hours.						
Exclusions:						
• Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Disposition codes “11”, “12”, & “13” reports (excludable reports). • Affecting Service reports. • Reports caused by customer provided equipment (CPE) or wiring. • No Access. • CLEC extended commitments.						
Business Rules:						
Utilize state specific Business Rule or Standard clock hours as appropriate.						
Levels of Disaggregation:						
Geographic						
POTS						
• Business class of service • Residence class of service						
UNE-P						
• Business class of service • Residence class of service						
Calculation:			Report Structure:			
(# of OOS trouble reports < 24 hours ÷ total OOS trouble reports) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	
Benchmark:						
• POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively. • UNE-P – Parity with SBC/Ameritech Business and Residence respectively.						

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41. Percent Repeat Reports						
Definition:						
Percent of customer trouble reports received within 30 calendar days of a previous customer report.						
Exclusions:						
• Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Disposition codes “11”, “12”, & “13” reports (excludable reports). • Reports caused by customer provided equipment (CPE) or wiring.						
Business Rules:						
Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 calendar days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 calendar days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 calendar days is a measured report, then the second report counts as a Repeat report.						
Levels of Disaggregation:						
Geographic						
POTS						
• Business class of service • Residence class of service						
UNE-P						
• Business class of service • Residence class of service						
Calculation:			Report Structure:			
(# of network customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total network customer trouble reports) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
• POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively. • UNE-P – Parity with SBC/Ameritech Business and Residence respectively.						

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42. Percent No Access (Percent of Trouble Reports with No Access)	
Definition:	
Percentage of dispatched customer trouble reports with a status of “No Access.”	
Exclusions:	
• Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Disposition codes “11”, “12”, & “13” reports (excludable reports). • Reports caused by customer provided equipment (CPE) or wiring. • Reports that are not dispatched.	
Business Rules:	
SBC/Ameritech personnel set the “No Access” flag when access cannot be obtained at the customer’s premises. Reports are counted in the month they are closed.	
Levels of Disaggregation:	
Geographic POTS • Business class of service • Residence class of service UNE-P • Business class of service • Residence class of service	
Calculation:	Report Structure:
(# of trouble reports with a status of “No Access” ÷ Total dispatched customer trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
• POTS – Parity with SBC/Ameritech Retail, Business and Residence respectively. • UNE-P – Parity with SBC/Ameritech Retail, Business and Residence respectively.	

**RESALE SPECIALS AND UNE LOOP AND PORT
COMBINATIONS COMBINED BY AMERITECH (EXCLUDES
“ACCESS” ORDERS) - Provisioning**

43. Average Installation Interval
Definition:
Average business days from LSR receipt application date to completion date for N, T, and C orders.
Exclusions:
• UNE and Interconnection Trunks and Resold POTS. • Orders that are not N, T, or C. • Circuits that have a customer requested Due Date greater than 20 business days. • Official company service from Retail. • Orders where CLECs are charged expedite charges • Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech. For Resale and UNE-P a project is defined as > 250 lines, trunks, circuits, and/or telephone numbers. For Loops, LNP, LSNP, a project is defined as > 100 lines, trunks, circuits, and/or telephone numbers. • CLEC caused and/or end-user caused misses.
Business Rules:
The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity by circuit. The base of items is out of WFA (Work Force Administration) and it is reported at an item or circuit level. If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

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Levels of Disaggregation:	
• Geographic • Resold Specials – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port – ISDN BRI – ISDN PRI – Other combinations	
Calculation:	Report Structure:
$[\sum(\text{completion date} - \text{application date})] \div (\text{Total circuits completed})$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Retail.	

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44. Percent Specials Installations Completed Within Customer Requested Due Date	
Definition:	
Percent Specials installations completed within the customer requested due date when that date is greater than or equal to the standard offered interval or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.	
Exclusions:	
• UNE and Interconnection Trunks. • Orders that are not N, T, or C. • Official Company service from Retail. • Orders where CLECs are charged expedite charges • Facility misses counted in PM 47 • CLEC caused and/or end-user caused misses.	
Business Rules:	
The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity by circuit. The base of items is out of WFA (Work Force Administration) and it is reported at an item or circuit level. If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.	
Levels of Disaggregation:	
• Geographic • Resold Specials – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port – ISDN BRI – ISDN PRI – Other combinations	
Calculation:	Report Structure:
(# of circuits installed within the customer requested due date ÷ total circuits installed) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

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Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
Parity with SBC/Ameritech Retail.					

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

45. Percent SBC/Ameritech Caused Missed Due Dates	
Definition:	
Percentage of N, T, and C orders by circuit where installations were not completed by the due date as a result of an SBC/Ameritech caused missed due date.	
Exclusions:	
• UNE and Interconnection Trunks. • Orders that are not N, T, or C. • Official company service from Retail. • Facility misses counted in PM 47. • CLEC caused misses excluded from the numerator.	
Business Rules:	
This includes items completed after the Due Date, due to an SBC/Ameritech reason. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID. This measure includes, in both the numerator and denominator, the number of orders canceled after an SBC/Ameritech-caused missed due date.	
Levels of Disaggregation:	
• Geographic • Resold Specials – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port – ISDN BRI – ISDN PRI -- Other combinations	
Calculation:	Report Structure:
(# of circuits with SBC/Ameritech caused missed due dates or canceled after the due date that were caused by SBC/Ameritech ÷ total circuits installed and those canceled after the due date that were caused by SBC/Ameritech) * 100	Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Benchmark:
Parity with SBC/Ameritech Retail.

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46. Percent Trouble Reports Within 30 Days (I-30) of Installation	
Definition:	
Percent of N, T, and C orders by circuit that receive a network customer trouble report within 30 calendar days of service order completion.	
Exclusions:	
• UNE and Interconnection Trunks. • Orders that are not N, T, or C. • Trouble report received on the due date before service order completion. • Trouble reports that are coded to Customer Premise Equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational • Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.	
Business Rules:	
A trouble report is counted if it is flagged in WFA (Work Force Administration) as a trouble report that had a service order completion within 30 calendar days. It cannot be a repeat report and must be a measured report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. The denominator for this measure is the total count of orders by circuit posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 days after service order completion and closed within the reporting month.	
Levels of Disaggregation:	
• Geographic • Resold Specials – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port – ISDN BRI – ISDN PRI -- Other combinations	
Calculation:	Report Structure:
[# of circuits that receive a network customer trouble report on or within 30 calendar days after service order completion ÷ total circuits installed] * 100	Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
Parity with SBC/Ameritech Retail.					

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

47. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities						
Definition:						
Percentage of N, T, and C orders by circuit with missed committed due dates due to lack of facilities.						
Exclusions:						
• UNE and Interconnection Trunks. • Orders that are not N, T, or C.						
Business Rules:						
Includes orders with a completion date that is greater than the due date based on an SBC/Ameritech missed reason code for lack of facilities. This measurement is reported at a circuit level for all specials. Count any unsolicited FOC which modifies the due date as a missed due date.						
Levels of Disaggregation:						
• Geographic • Resold Specials – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port – ISDN BRI – ISDN PRI -- Other combinations <u>NOTE:</u> All the above disaggregations also reported for > 30 calendar days & > 90 calendar days.						
Calculation:				Report Structure:		
(# of circuits with missed committed due dates due to lack of facilities ÷ total circuits installed) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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48. Average Delay Days for Missed Due Dates Due to Lack Of Facilities	
Definition:	
Average calendar days from due date to completion date on company missed circuits due to lack of facilities.	
Exclusions:	
• UNE and Interconnection Trunks. • Orders that are not N, T, or C.	
Business Rules:	
The calculation includes orders missed due to lack of facilities that are selected based on the missed reason code. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.	
Levels of Disaggregation:	
• Geographic • Resold Specials – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port – ISDN BRI – ISDN PRI – Other combinations	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{Committed circuit due date}) \div (\text{Total completed circuits with SBC/Ameritech caused missed due dates due to lack of facilities})$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate. .
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Retail.	

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49. Average Delay Days For SBC/Ameritech Caused Missed Due Dates	
Definition:	
Average calendar days from due date to completion date on company missed circuits.	
Exclusions:	
• UNE and Interconnection Trunks. • Orders that are not N, T, or C. • Facility misses counted in PM 48.	
Business Rules:	
The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID.	
Levels of Disaggregation:	
• Geographic • Resold Specials – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port – ISDN BRI – ISDN PRI -- Other combinations	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{committed circuit due date}) \div (\text{Total completed circuits with a SBC/Ameritech caused missed due date})$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Retail.	

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50. Percent SBC/Ameritech Caused Missed Due Dates > 30 days						
Definition:						
Percentage of circuits where installation was completed greater than 30 calendar days following the due date.						
Exclusions:						
- CLEC caused and/or end-user caused misses. - UNE and Interconnection Trunks. - Orders that are not N, T, or C.						
Business Rules:						
This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at a circuit level for all Specials.						
Levels of Disaggregation:						
- Geographic - Resold Specials - DDS - DS1 - DS3 - Voice Grade Private Line (VGPL) - ISDN BRI - ISDN PRI - Any other services available for resale - UNE Loop and Port - ISDN BRI - ISDN PRI - Other combinations						
Calculation:			Report Structure:			
# of circuits completed greater than 30 days following the due date ÷ total installed circuits) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity with SBC/Ameritech Retail.						

Maintenance - Resale Specials & UNE Loop and Port Combinations

52. Mean Time To Restore						
Definition:						
Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.						
Exclusions:						
• UNE and Interconnection Trunk. • No Access Time. • Delayed Maintenance Time. • CLEC extended commitments.						
Business Rules:						
The start time is when the customer report is received and the stop time is when the report is closed in WFA. Specials are selected based on a specific service code of the circuit ID.						
Levels of Disaggregation:						
• Geographic • Resold Specials – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port – ISDN BRI – ISDN PRI – Other combinations						
Calculation:				Report Structure:		
$\Sigma[(\text{Date and time trouble report is cleared}) - (\text{date and time trouble report is received})] \div \text{total network customer trouble reports}$				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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53. Percent Repeat Reports						
Definition:						
Percentage of network customer trouble reports received within 30 calendar days of a previous customer report.						
Exclusions:						
UNE and Interconnection Trunk						
Business Rules:						
Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.						
Levels of Disaggregation:						
• Geographic • Resold Specials – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port – ISDN BRI – ISDN PRI – Other combinations						
Calculation:				Report Structure:		
(# of network customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total network customer trouble reports) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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54. Failure Frequency	
Definition:	
The number of network customer trouble reports within a calendar month per 100 circuits.	
Exclusions:	
UNE and Interconnection Trunks.	
Business Rules:	
CLEC and SBC/Ameritech repair reports are entered into and tracked via WFA. Measured reports are counted in the month they close.	
Levels of Disaggregation:	
• Geographic • Resold Specials – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port – ISDN BRI – ISDN PRI – Other combinations	
Calculation:	Report Structure:
[# of network trouble reports ÷ (Total in service circuits ÷ 100)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Retail.	

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54.1 Trouble Report Rate Net of Installation and Repeat Reports						
Definition:						
The number of customer trouble reports exclusive of installation and repeat reports within a calendar month per 100 circuits.						
Exclusions:						
• UNE and Interconnection Trunks • Trouble reports coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational • Trouble Reports included in PM 46. • Customer Trouble Reports included in PM 53.						
Business Rules:						
CLEC and SBC/Ameritech repair reports are entered into and tracked via WFA. Reports are counted in the month they post.						
Levels of Disaggregation:						
• Geographic • Resold Specials – DDS – DS1 – DS3 – Voice Grade Private Line (VGPL) – ISDN BRI – ISDN PRI – Any other services available for resale • UNE Loop and Port – ISDN BRI – ISDN PRI – Other combinations						
Calculation:				Report Structure:		
[Count of trouble reports exclusive of installation and repeat reports ÷ (Total in-service circuits ÷ 100)]				Reported by CLEC, all CLECs and SBC/Ameritech.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail.						

UNBUNDLED NETWORK ELEMENTS (UNES)

Provisioning

55. Average Installation Interval
Definition:
Average business days from application date to completion date for N, T, and C orders. The “X” business days is determined based on quantity of UNE loops ordered and the associated standard interval.
Exclusions:
• Specials and Interconnection Trunks. • UNE-P captured in the POTS or Specials measurements. • Orders that are not N, T, or C. • CLEC requested due dates greater than “X” business days as set out below. • CLEC caused and/or end-user caused misses. • Orders where CLECs are charged expedite charges • Orders included in Measure 55.2 • Service requests involving major projects mutually agreed upon by CLECs and SBC/Ameritech. For Loops, LNP, LSNP, a project is defined as > 100 lines, trunks, circuits, and/or telephone numbers.
Business Rules:
The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. The base of items is out of WFA (Work Force Administration). If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval. For DSL Loop Orders: The Application Date is the day that the CLEC authorizes SBC/Ameritech to provision the DSL based on the loop qualification. If the loop qualification determines that no conditioning is required, SBC/Ameritech will initiate the service order when the loop qualification is returned from SBC/Ameritech engineering but the date the order was received will be the application date. If conditioning is required, Ameritech will reject the order back to the CLEC and wait for a supplement from the CLEC notifying Ameritech of the appropriate action to take. If the CLEC supplements the DSL order, Ameritech will issue the order and the application date will be the date that Ameritech receives the supplement. The Completion Date is the day that Ameritech personnel complete the service order activity. The base of items is out of WFA (Work Force Administration) and it is reported at a circuit level. If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

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Levels of Disaggregation:	
Geographic • 2 Wire Analog (1-10) • 2 Wire Analog (11-20) • 2 Wire Analog (20+) • 2 Wire Digital (1-10) • 2 Wire Digital (11-20) • 2 Wire Digital (20+) • DS1 loop (includes PRI) • Switch Ports – Analog Port • Switch Ports – BRI Port (1-50) • Switch Ports – BRI Port (50+) • Switch Ports – PRI Port (1-20) • Switch Ports – PRI Port (20+) • DS1 Trunk Port (1 to 10) • DS1 Trunk Port (11 to 20) • DS1 Trunk Port (20+) • Dedicated Transport (DS0, DS1, and DS3) (1 to 10) • Dedicated Transport (DS0, DS1, and DS3) (11 to 20) • Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types • UNE-OCN • DS3-Loop only • DSL Loops requiring conditioning -- Line Sharing -- No Line Sharing • DSL Loops requiring no conditioning -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELs -- 2 wire analog -- 4 wire analog -- Digital -- Transport	
Calculation:	Report Structure:
$[\Sigma(\text{Completion Date} - \text{Application Date})] \div (\text{Total items completed})$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	

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Benchmark:

The standard offered interval is defined in business days as follows:

- 2 Wire Analog (1-10) – 3 Days
- 2 Wire Analog (11-20) – 7 Days
- 2 Wire Analog (20+) – 10 Days
- 2 Wire Digital (1-10) – 3 Days
- 2 Wire Digital (11-20) – 7 Days
- 2 Wire Digital (20+) – 10 Days
- DS1 loop(includes PRI) – 3 Days
- Switch Ports – Analog Port – 2 Days
- Switch Ports – BRI Port (1-50) – 3 Days
- Switch Ports – BRI Port (50+) – 5 Days
- Switch Ports – PRI Port (1-20) – 5 Days
- Switch Ports – PRI Port (20+) – 10 Days
- DS1 Trunk Port (1 to 10) – 3 Days
- DS1 Trunk Port (11 to 20) – 5 Days
- DS1 Trunk Port (20+) – ICB
- Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 Days
- Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days
- Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB

IN, MI, OH and WI require a benchmark for an average. IL requires parity.

- DSL Loops requiring conditioning
 - Line Sharing - Parity
 - No Line Sharing– 10 Business Day; Critical z-value applies.
- DSL Loops requiring no conditioning
 - Line Sharing - Parity
 - No Line Sharing - 5 Business Days; Critical z-value applies
- UNE-OCN (Diagnostic)
- DS3-Loop only (Diagnostic)
- Broadband DSL
 - Line Sharing - Parity
 - No Line Sharing - 5 Business Days
- EELs (Diagnostic)
 - 2 wire analog
 - 4 wire analog
 - Digital
 - Transport

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55.2 Average Installation Interval for Loop With LNP

Definition:

Average business days from the receipt of an accurate LSR to completion date for N, T, and C orders excluding customer caused misses and customer requested due date greater than “X” business days. The “X” business days is determined based on quantity of UNE loops ordered and the associated standard interval.

Exclusions:

- Specials and Interconnection Trunks
- UNE-P captured in the POTS or Specials measurements
- Orders that are not N, T, or C
- Customer requested due dates greater than “X” business days. X is defined as follows:

	Std. Interval	“X” Days
Non-CHC Excluding FDT		
▪ Loop with LNP (1-10) – 3 days		4 days
▪ Loop with LNP (11-20) – 7 days		8 days
▪ Loop with LNP (21+) – 10 days		11 days
CHC		
▪ Loop with LNP (1-10) – 5 days		6 days
▪ Loop with LNP (11-20) – 7 days		8 days
▪ Loop with LNP (21-24) – 10 day		11 days
FDT		
▪ Loop with LNP (1-10) – 5 days		6 days
▪ Loop with LNP (11-20) – 7 days		8 days
▪ Loop with LNP (21-24) – 10 days		11 days

- CLEC caused and/or end-user caused misses
- NPAC caused delays unless caused by SBC/Ameritech
- Orders where CLECs are charged expedite charges
- Service requests/order involving major projects mutually agreed upon by CLECs and SBC/Ameritech. For Loop with LNP, a project is defined as >100 lines, circuits and/or telephone numbers.

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Business Rules:	
The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. From an interval perspective, an LSR received before 3PM is considered to be received on that day, an LSR received after 3PM is considered to be received the next day. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order. If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval. For partial LNP conversions that require restructuring of customer account: • 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new. • >30 TNs, including entire NXX: The due dates are negotiated.	
Levels of Disaggregation:	
Geographic CHC ▪ Loop with LNP (1-10) ▪ Loop with LNP (11-20) ▪ Loop with LNP (21-24) Non CHC Excluding FDT ▪ Loop with LNP (1-10) ▪ Loop with LNP (11-20) ▪ Loop with LNP (21+) FDT ▪ Loop with LNP (1-10) ▪ Loop with LNP (11-20) ▪ Loop with LNP (21-24)	
Calculation:	Report Structure:
$[\sum(\text{completion date} - \text{application date})] \div (\text{Total number of orders completed})$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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55.3 Percent DSL-Capable Loop Orders Requiring the Removal of Load Coils and or Repeaters.	
Definition:	
The percentage of all DSL-capable loops, greater than 12,000 feet (based on designed loop makeup information), ordered that require the removal of load coils or repeaters to provision DSL services.	
Exclusions:	
▪ Loops under 12,000 feet ▪ Loops conditioned through the FMOD process	
Business Rules:	
The percentage of all orders for DSL-capable loops where the removal of load coils or repeaters has been requested by the CLEC. This PM is measuring loops conditioned based on pre-qualification data rather than loop conditioning required by the FMOD process. In other words, loops that are conditioned through the FMOD process SHOULD NOT be counted in this measure.	
Levels of Disaggregation:	
• Loops between 12,000 feet and 17,500 feet • Loops over 17,500 feet	
Calculation:	Report Structure:
$\left[\frac{\sum(\text{number of DSL-capable loops requesting the removal of load coils or repeaters})}{\text{Total number of orders for DSL-capable loops UNEs completed}} \right] * 100$	Reported for CLEC, all CLECs, and SBC/Ameritech DSL Affiliate..
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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56. Percent Installations Completed Within Customer Requested Due Date
Definition:
Percent installations completed within customer requested due date when that date is later than or equal to the standard offered interval as defined in the CLEC manual or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.
Exclusions:
• Specials and Interconnection Trunks. • UNE-P captured in the POTS or Specials measurements. • Orders that are not N, T, or C. • CLEC caused and/or end-user caused misses. • Orders where CLECs are charged expedite charges • Orders included in Measurement 56.1 • Facility misses counted in PM 60.
Business Rules:
The Application Date is the day that SBC/Ameritech receives the customer initiated service request. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. The base of items is out of WFA (Work Force Administration). If an order is completed on a Saturday, Sunday, or Holiday, SBC/Ameritech will include that day in the calculation of interval.

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Levels of Disaggregation:	
• Geographic • 2 Wire Analog (1-10) • 2 Wire Analog (11-20) • 2 Wire Analog (20+) • 2 Wire Digital (1-10) • 2 Wire Digital (11-20) • 2 Wire Digital (20+) • DS1 loop (includes PRI) • Switch Ports – Analog Port • Switch Ports – BRI Port (1-50) • Switch Ports – BRI Port (50+) • Switch Ports – PRI Port (1-20) • Switch Ports – PRI Port (20+) • DS1 Trunk Port (1 to 10) • DS1 Trunk Port (11 to 20) • DS1 Trunk Port (20+) • Dedicated Transport (DS0, DS1, and DS3) (1 to 10) • Dedicated Transport (DS0, DS1, and DS3) (11 to 20) • Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types • DSL loops with no Line Sharing – Non Conditioned – Conditioned • DSL loops with Line Sharing – Non Conditioned – Conditioned • UNE Loop Projects (Service requests/orders with >100 lines, circuits and/or telephone numbers, or mutually agreed to) – all orders included in the Projects disaggregation are excluded from any other disaggregations. • UNE-OCN • DS3-Loop only • Broadband DSL – Line Sharing – No Line Sharing • EELs – 2 wire analog – 4 wire analog – Digital – Transport	
Calculation:	Report Structure:
(# of items installed within the customer requested due date ÷ total items) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

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Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	High	High	Med	High	High
Tier 2	High	High	Med	High	High
Benchmark:					
95% within "X" days = IN, MI, OH, WI; IL requires parity. The standard offered interval (X) is defined in business days as follows: • 2 Wire Analog (1-10) – 3 Days • 2 Wire Analog (11-20) – 7 Days • 2 Wire Analog (20+) – 10 Days • 2 Wire Digital (1-10) – 3 Days • 2 Wire Digital (11-20) – 7 Days • 2 Wire Digital (20+) – 10 Days • DS1 loop(includes PRI) – 3 Days • Switch Ports – Analog Port – 2 Days • Switch Ports – BRI Port (1-50) – 3 Days • Switch Ports – BRI Port (50+) – 5 Days • Switch Ports – PRI Port (1-20) – 5 Days • Switch Ports – PRI Port (20+) – 10 Days • DS1 Trunk Port (1 to 10) – 3 Days • DS1 Trunk Port (11 to 20) – 5 Days • DS1 Trunk Port (20+) – ICB • Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 Days • Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days • Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB • DSL loops with no Line Sharing - o Non Conditioned – 5 Days - o Conditioned – 10 Days • DSL loops with Line Sharing Parity with SBC/Ameritech Affiliate • UNE Loop Projects – As negotiated/ICB • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • Broadband DSL - o Line Sharing Parity with SBC/Ameritech Affiliate - o No Line Sharing 5% • EELs - Diagnostic - o 2 wire analog - o 4 wire analog - o Digital - o Transport					

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56.1 Percent Installations Completed Within the Customer Requested Due Date for Loop With LNP
Definition:
Percent installations completed within the customer requested due date when that date is greater than or equal to the standard offered interval as defined in the CLEC manual or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech.
Exclusions:
• Specials and Interconnection Trunks. • UNE-P captured in the POTS or Specials measurements. • Orders that are not N, T, or C. • CLEC caused and/or end-user caused misses. • NPAC caused delays unless caused by SBC/Ameritech.
Business Rules:
The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3-day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4-day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order. For partial LNP conversions that require restructuring of customer account: • 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new. • >30 TNs, including entire NXX: The due dates are negotiated.

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Levels of Disaggregation:						
- Aggregate - Loop with LNP (1-10) - Loop with LNP (11-20) - Loop with LNP (>20) - CHC - Diagnostic - Loop with LNP (1-10) - Loop with LNP (11-20) - Loop with LNP (21-24) - FDT – Diagnostic - Loop with LNP (1-10) - Loop with LNP (11-20) - Loop with LNP (21-24) - Projects - Loop with LNP (Service request/order with >100 lines, circuits and/or telephone numbers, or mutually agreed to) – all service requests/orders included in the Projects disaggregation are excluded from any other disaggregation.						
Calculation:				Report Structure:		
Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100				Reported for CLEC and all CLECs.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95% within the customer requested due date for Aggregate and Projects only. CHC and FDT are provided on a diagnostic basis and are not subject to damages or assessments.						

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58. Percent SBC/Ameritech Caused Missed Due Dates
Definition:
Percentage of items where installations are not completed by the negotiated due date.
Exclusions:
• Specials and Interconnection Trunks. • UNE-P captured in the POTS or Specials measurements. • Orders that are not N, T, or C. • CLEC caused misses excluded from the numerator. • Orders included in CLEC WI 11 – FMOD Missed Due Dates • Facility misses counted in PM 60.
Business Rules:
This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date. The number of items on orders canceled after an SBC/Ameritech-caused missed due date is included in both the numerator and denominator

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Levels of Disaggregation:	
• Geographic • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • UNE-OCN • DS3-Loop only • EELs -- 2 wire analog -- 4 wire analog -- Digital -- Transport	
Calculation:	Report Structure:
(# of UNEs with missed due dates and the number of UNEs canceled after the due date as result of an SBC/Ameritech cause ÷ total items installed and total items canceled as result of an SBC/Ameritech cause) *100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	

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Benchmark:	
<u>Parity:</u>	<u>Retail Comparison:</u>
• 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • EELs (Diagnostic) -- 2 wire analog -- 4 wire analog -- Digital -- Transport	POTS (Res and Bus combined and FW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 5% (No critical z-value applies) Parity with SBC/Ameritech Affiliate 5% (No critical z-value applies)

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59. Percent Trouble Reports Within 30 Days (I-30) of Installation,
Definition:
Percentage of UNE items that receive a network customer trouble report within 30 calendar days of service order completion.
Exclusions:
• Specials and Interconnection Trunks. • Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports. • UNE-P captured in the POTS or Specials measurements. • Orders that are not N, T, or C. • PTRs as defined in PM 115.1 • Excludes DSL (Line Share/No Line Share) > 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of the trouble. • Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same circuit.
Business Rules:
A trouble report is counted if it is received within 30 calendar days of a service order completion. The service order which generated the report must be an “add” in order for the trouble report to be counted. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs. The denominator for this measure is the total count of orders by circuit posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 days after service order completion and closed within the reporting month.

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Levels of Disaggregation:						
• Geographic • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN • DS3-Loop only • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELs -- 2 wire analog -- 4 wire analog -- Digital -- Transport						
Calculation:				Report Structure:		
(# of UNE circuits that receive a network customer trouble report within 30 calendar days of service order completion ÷ total UNE circuits installed) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:	
<u>Parity:</u> • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • EELs (Diagnostic) -- 2 wire analog -- 4 wire analog -- Digital -- Transport	<u>Retail Comparison:</u> POTS (Res and Bus combined and FW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies) Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)

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60. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	
Definition:	
Percentage of items with missed committed due dates due to lack of facilities.	
Exclusions:	
• Specials and Interconnection Trunks. • UNE-P captured in the POTS or Specials measurements. • Orders included in CLEC WI 11 – FMOD Missed Due Dates • Orders that are not N, T, or C.	
Business Rules:	
Includes orders with a completion date that is greater than the due date based on an SBC/Ameritech missed reason code for lack of facilities. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date.	

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Levels of Disaggregation:						
• Geographic • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN • DS3-Loop only • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELs -- 2 wire analog -- 4 wire analog -- Digital -- Transport <u>NOTE:</u> All the above disaggregations are reported for > 30 calendar days & > 90 calendar days						
Calculation:			Report Structure:			
(# of UNEs with missed committed due dates due to lack of facilities ÷ total items installed) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:	
<u>Parity:</u> • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELs (Diagnostic) -- 2 wire analog -- 4 wire analog -- Digital -- Transport	<u>Retail Comparison:</u> POTS (Res and Bus combined and FW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 5% (No critical z-value applies) Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)

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61. Average Delay Days for Missed Due Dates Due To Lack Of Facilities	
Definition:	
Average calendar days from due date to completion date on company missed items due to lack of facilities.	
Exclusions:	
• Specials and Interconnection Trunks. • UNE-P captured in the POTS or Specials measurements. • Orders that are not N, T, or C. • Orders included in CLEC WI 1 – FMOD Average Delay	
Business Rules:	
The calculation is the difference in calendar days between the completion date and the due date. Includes orders missed due to lack of facilities that are selected based on the missed reason code. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.	

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Levels of Disaggregation:	
• Geographic • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN • DS3-Loop only • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELS -- 2 wire analog -- 4 wire analog -- Digital -- Transport	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{UNE}(8\text{db loops are measured at the order level) due date}) \div (\text{total closed items with SBC/Ameritech caused missed due dates due to lack of facilities})$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate. .
Measurement Type:	
Tier 1 – None Tier 2 – None	

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Benchmark:	
<u>Parity:</u> • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELs (Diagnostic) -- 2 wire analog -- 4 wire analog -- Digital -- Transport	<u>Retail Comparison:</u> POTS (Res and Bus combined and FW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 6.5 days Parity with SBC/Ameritech Affiliate 6.5 days (No critical z-value applies)

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62. Average Delay Days For SBC/Ameritech Caused Missed Due Dates
Definition:
Average calendar days from due date to completion date on company missed items.
Exclusions:
• Specials and Interconnection Trunks. • UNE-P captured in the POTS or Specials measurements. • Orders that are not N, T, or C. • Orders included in CLEC WI 1 – FMOD Average Delay • Orders counted in PM 61.
Business Rules:
The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Levels of Disaggregation:	
• Geographic • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN • DS3-Loop only • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELs -- 2 wire analog -- 4 wire analog -- Digital -- Transport	
Calculation:	Report Structure:
$\frac{\sum(\text{Completion date} - \text{UNE due date})}{\div (\text{total closed items with SBC/Ameritech caused missed due dates})}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	

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Benchmark:	
<u>Parity:</u> • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops -- Line Sharing • -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELs (Diagnostic) -- 2 wire analog -- 4 wire analog -- Digital -- Transport	<u>Retail Comparison:</u> POTS (Res and Bus combined and FW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 6.5 days (No critical z-value applies) Parity with SBC/Ameritech Affiliate 6.5 days (No critical z-value applies)

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63. Percent SBC/Ameritech Caused Missed Due Dates > 30 days
Definition:
Percentage of items where installation was completed greater than 30 days following the due date.
Exclusions:
• Specials and Interconnection Trunks. • CLEC caused misses.
Business Rules:
This includes items completed after the Due Date, due to an SBC/Ameritech reason. This measurement is reported at a circuit level for all UNEs. Count any unsolicited FOC which modifies the due date as a missed due date.

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Levels of Disaggregation:						
• Geographic • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN • DS3-Loop only • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELs -- 2 wire analog -- 4 wire analog -- Digital -- Transport						
Calculation:			Report Structure:			
(# of UNEs completed greater than 30 calendar days following the due date ÷ total items) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	

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Benchmark:	
<u>Parity:</u> • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELs (Diagnostic) -- 2 wire analog -- 4 wire analog -- Digital -- Transport	<u>Retail Comparison:</u> POTS (Res and Bus combined and FW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)

Maintenance - Unbundled Network Elements

65. Trouble Report Rate
Definition:
The number of network customer trouble reports within a calendar month per 100 UNEs.
Exclusions:
• Specials and Interconnection Trunks. • Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports. • PTRs as defined in PM 115.1 • UNE-P captured in the POTS or Specials measurements. • Excludes DSL (Line Share/No Line Share) > 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of the trouble.
Business Rules:
Repair reports are entered into and tracked via WFA. Reports are counted in the month they close.

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Levels of Disaggregation:	
• Geographic • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN • DS3-Loop only • DSL Loops -- Line Sharing -- No Line Sharing • Interconnection Trunks • Broadband DSL -- Line Sharing -- No Line Sharing • EELs -- 2 wire analog -- 4 wire analog -- Digital -- Transport	
Calculation:	Report Structure:
[# of network trouble reports ÷ (Total UNEs in service ÷ 100)]	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	

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Benchmark:	
<u>Parity:</u>	<u>Retail Comparison:</u>
• 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops -- Line Sharing -- No Line Sharing • Interconnection Trunks • Broadband DSL -- Line Sharing -- No Line Sharing • EELs (Diagnostic) -- 2 wire analog -- 4 wire analog -- Digital -- Transport	POTS (Bus) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 3% (No critical z-value applies) Inter-office Trunks Parity with SBC/Ameritech Affiliate 3% (No critical z-value applies)

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65.1 Trouble Report Rate Net of Installation and Repeat Reports
Definition:
The number of customer trouble reports exclusive of installation and repeat reports within a calendar month per 100 UNEs.
Exclusions:
• Specials and Interconnection Trunks. • UNE-P captured in the POTS or Specials measurements. • Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports. • PTRs as defined in PM 115.1. • Trouble reports counted in PM 59 or PM 69. • Excludes DSL (Line Share/No Line Share) > 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.
Business Rules:
Repair reports are tracked by trouble ticket type. Reports are counted in the month they close.

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Levels of Disaggregation:						
• Geographic • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN • DS3-Loop only • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELs -- 2 wire analog -- 4 wire analog -- Digital -- Transport						
Calculation:			Report Structure:			
[Count of trouble reports less installation and repeat reports ÷ (Total UNEs in service ÷ 100)]			Reported for CLEC, all CLECs SBC/Ameritech and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Benchmark:	
<u>Parity:</u>	<u>Retail Comparison:</u>
• 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops -- Line Sharing -- No Line Sharing • Interconnection Trunks • Broadband DSL -- Line Sharing -- No Line Sharing • EELs (Diagnostic) -- 2 wire analog -- 4 wire analog -- Digital -- Transport	POTS (Bus) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 3% (No critical z-value applies) Inter-office Trunks Parity with SBC/Ameritech Affiliate 3% (No critical z-value applies)

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66. Percent Missed Repair Commitments						
Definition:						
Percentage of trouble reports not cleared by the commitment time due to SBC/Ameritech reasons.						
Exclusions:						
• Specials and Interconnection Trunks. • All UNE-P (other than 8dB loops) captured in the POTS or Specials measurements. • Non-measured reports (CPE, Interexchange, and Information reports). • No Access Time for Wholesale and No Access tickets for Retail. • CLEC extended commitments.						
Business Rules:						
The commitment time is defined as 24 hours. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID. Reports are counted the month they are closed.						
Levels of Disaggregation:						
• Geographic • 2-Wire Analog 8dB Loop. • DSL Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing						
Calculation:				Report Structure:		
(# of trouble reports not cleared by the commitment time for company reasons ÷ total trouble reports) * 100				Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
• Parity with SBC/Ameritech POTS Business for 2-Wire Analog 8dB Loop. • Parity with SBC/Ameritech Affiliate for DSL line sharing and no line sharing						

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67. Mean Time To Restore
Definition:
Average duration of network CLEC trouble reports from the receipt of the CLEC trouble report to the time the trouble report is cleared.
Exclusions:
• Specials and Interconnection Trunks. • Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports. • No Access Time for Wholesale and No Access tickets for Retail. • CLEC extended commitments. • Delayed Maintenance Time. • UNE-Ps captured in the POTS or Specials measurements. • PTRs as defined in PM 115.2. • Excludes DSL (Line Share/No Line Share) > 12k ft with load coils, repeaters, and/or excessive bridged taps (as indicated on the loop qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.
Business Rules:
The start time is when the report is received. The stop time is when the report is cleared in WFA.

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Levels of Disaggregation:						
• Geographic • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN • DS3-Loop only • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELs -- 2 wire analog -- 4 wire analog -- Digital -- Transport <u>NOTE:</u> All the above disaggregations also reported for Dispatch and No Dispatch						
Calculation:			Report Structure:			
Σ[(Date and time trouble report is cleared) - (date and time trouble report is received)] ÷ total network customer trouble reports			Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:	
<u>Parity:</u> • 8.0 dB Loops -- Dispatched -- Without Test Access • 8.0 dB Loops – Non-Dispatched -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops -- Line Sharing -- No Line Sharing • Broadband DSL -- Line Sharing -- No Line Sharing • EELs (Diagnostic) -- 2 wire analog -- 4 wire analog -- Digital -- Transport	<u>Retail Comparison:</u> POTS (Res and Bus combined and FW) POTS (Res and Bus combined and NFW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 9 Hours (No critical z-value applies) Parity with SBC/Ameritech Affiliate 9 Hours (No critical z-value applies)

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68. Percent Out Of Service (OOS) < “24” Hours						
Definition:						
Percentage of OOS trouble reports cleared in less than 24 hours.						
Exclusions:						
• Specials and Interconnection Trunks. • All UNE-P (other than 8dB loops) captured in the POTS or Specials measurements. • Non-measured reports (CPE, Interexchange, and Information reports). • No Access Time for Wholesale and No Access tickets for Retail. • CLEC extended commitments.						
Business Rules:						
The close date and time minus the receive date and time must be greater than 0 and less than 24 hours for it to count as a trouble report that was cleared in less than 24 hours.						
Levels of Disaggregation:						
• Geographic • 2-Wire Analog 8dB Loop.						
Calculation:			Report Structure:			
(# of OOS trouble reports < 24 hours ÷ total OOS trouble reports) * 100			Reported for CLEC all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity with SBC/Ameritech POTS Business and Residence combined.						

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69. Percent Repeat Reports	
Definition:	
Percentage of network customer trouble reports received within 30 calendar days of a previous customer trouble report.	
Exclusions:	
• Specials and Interconnection Trunks. • Trouble tickets coded to CPE, Interexchange Carrier/Competitive Access Provider, and Information reports. • PTRs as defined in PM 115.1. • UNE-P captured in the POTS or Specials measurements. • Excludes repeat troubles where the original customer report was excluded in PM 59.	
Business Rules:	
Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	

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Levels of Disaggregation:						
• Geographic • 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN • DS3-Loop only • DSL Loops -- Line Sharing -- No Line Sharing • Interconnection Trunks • Broadband DSL -- Line Sharing -- No Line Sharing • EELs -- 2 wire analog -- 4 wire analog -- Digital -- Transport						
Calculation:				Report Structure:		
# of network customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total network customer trouble reports) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:	
<u>Parity:</u>	<u>Retail Comparison:</u>
• 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • ISDN BRI Port • DS1 Loop -- With Test Access • Dedicated Transport -- DS1 -- DS3 • Subtending Channel -- 23B -- 1D • Analog Trunk Port • Subtending Digital Direct Combination Trunks • Dark Fiber • UNE-OCN (Diagnostic) • DS3-Loop only (Diagnostic) • DSL Loops -- Line Sharing -- No Line Sharing • Interconnection Trunks • Broadband DSL -- Line Sharing -- No Line Sharing • EELs (Diagnostic) -- 2 wire analog -- 4 wire analog -- Digital -- Transport	POTS (Res and Bus combined and FW) ISDN BRI ISDN BRI DS1 & ISDN PRI DS1 DS3 DDS DDS VGPL VGPL DS3 Parity with SBC/Ameritech Affiliate 12% (No critical z-value applies) Parity w/Retail equivalent Parity with SBC/Ameritech Affiliate 6% (No critical z-value applies)

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Interconnection Trunks

70. Percentage of Trunk Blockage (Call Blockage)						
Definition on:						
Percentage of calls blocked on outgoing traffic from SBC/Ameritech end office to CLEC end office and from SBC/Ameritech tandem to CLEC end office.						
Exclusions:						
• Weekends and Holidays • If CLECs have trunks busied-out for maintenance at their end, or if they have other network problems which are under their control. • SBC/Ameritech is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks. • If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 days when a Call Blocking situation is identified by SBC/Ameritech or in the timeframe specified in the ICA. • If CLEC fails to provide a forecast. • If CLEC’s actual trunk usage, as shown by SBC/Ameritech from traffic usage studies, is more than 25% above CLEC’s most recent forecast, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.						
The exclusions do not apply if SBC/Ameritech fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC/Ameritech refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC’s reasonable forecast regardless of what the current usage data is.						
Business Rules:						
Blocked calls and total calls are gathered during 20 business days.						
Levels of Disaggregation:						
• SBC/Ameritech end office to CLEC end office. • SBC/Ameritech tandem to CLEC end office.						
Calculation:			Report Structure:			
(# of blocked calls ÷ total calls offered) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:

Dedicated Trunk Groups not to exceed blocking standard of B.01 = IL, IN, MI, OH, WI. Parity with SBC/Ameritech Retail to be reported in Illinois, though performance greater than or equal to the benchmark not in parity with SBC/Ameritech Retail will not be subject to remedy payments, and will not be reported as a “missed” result. Performance below the benchmark in Illinois, regardless of whether or not in parity with SBC/Ameritech Retail, will result in SBC/Ameritech being subject to remedy payments for this measurement.

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70.1 Trunk Blockage Exclusions	
Definition:	
Number of calls blocked on outgoing traffic from SBC/Ameritech end office to CLEC end office and from SBC/Ameritech tandem to CLEC end office that are excluded from the trunk blockage data reported under PM 70.	
Exclusions:	
• Weekends and Holidays • If CLECs have trunks busied-out for maintenance at their end, or if they have other network problems which are under their control. • SBC/Ameritech is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks. • If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 days when a Call Blocking situation is identified by SBC/Ameritech or in the timeframe specified in the ICA. • If CLEC fails to provide a forecast. • If CLEC's actual trunk usage, as shown by SBC/Ameritech from traffic usage studies, is more than 25% above CLEC's most recent forecast, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement. The exclusions do not apply if SBC/Ameritech fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC/Ameritech refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.	
Business Rules	
Number of blocked calls and total calls excluded from the monthly blockage data reported under Performance Measurement 70. No penalties or liquidated damages apply.	
Levels of Disaggregation:	
By Market Region.	
Calculation:	Report Structure:
Count of Excluded blocked calls	Reported for CLEC and all CLECs.
Measurement Type:	
Tier-1 None	
Tier-2 None	
Benchmark:	
Diagnostic	

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70.2 Percentage of Trunk Blockage (Trunk Groups)
Definition:
Percentage of trunk groups (TGs) with calls blocked on outgoing traffic from SBC/Ameritech end office to CLEC end office, and from SBC/Ameritech tandem office to CLEC end office. This measure is evaluated using a three-month rolling average of trunk group blockage. (This measure is only valid if a CLEC has 20 or more trunk groups.)
Exclusions:
• If CLECs have more than 10% of the trunks of a particular TG busied-out for maintenance at their end, that TG will be excluded from that month's calculation. • A TG may be excluded from the calculations for a particular month if CLEC is found to be not ready for turn-up on the negotiated Due Date in 3 consecutive instances within the month. • If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days when a Call Blocking situation is identified in a Final Trunk Group by SBC/Ameritech or in the timeframe specified in the ICA, (Article 4.3.13) the TG in question may be excluded from the calculations for that particular month. • If CLEC fails to provide a forecast for a particular TG, that TG will be excluded from calculations until a forecast is provided. • If CLECs actual "trunks required" calculation, as shown by SBC/Ameritech from traffic usage studies, is more than 150% of CLEC's forecast for the TG in question, which was delivered to SBC/Ameritech six months prior, unless a different timeframe is specified in an interconnection agreement, that particular TG may be excluded from the calculations for that particular month. • New trunk groups that have not been in service for six months may be excluded from calculations for that 6-month period. Nevertheless, utilization data will be gathered upon turn-up of the TG. The exclusions do not apply if SBC/Ameritech fails to timely provide the CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC/Ameritech refused to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's forecast regardless of what the current usage data is.
Business Rules:
Blocked calls and total calls are gathered on all reportable trunk groups during the official 20-day study month. Busy hour statistics are determined for reporting purposes.
Levels of Disaggregation:
• SBC/Ameritech end office to CLEC end office. • SBC/Ameritech tandem to CLEC end office.

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Calculation:	Report Structure:
(# of trunk groups exceeding 1% blocking for each of three consecutive months ÷ total # trunk groups in service) * 100.	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier-1 None Tier-2 None	
Benchmark:	
Diagnostic.	

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71. Common Transport Trunk Group Blockage						
Definition:						
Percentage of local common transport trunk groups exceeding 2% blockage.						
Exclusions:						
No data is collected on weekends.						
Business Rules:						
Common transport trunk groups that reflect blocking in excess of 2% or 1%(if a separate common transport trunk group is established to carry CLEC traffic only) using a busy hour from the four most recent weeks of data.						
Levels of Disaggregation:						
- Common trunk groups where CLECs share ILEC trunks - Common trunk groups for CLECs not shared by ILEC						
Calculation:				Report Structure:		
(# of common transport trunk groups exceeding 2% blocking ÷ total common transport trunk groups) * 100.				Reported on local common transport trunk groups, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	None	None	None	None	
Tier 2	High	High	Med	High	High	
Benchmark:						
2% of trunk groups not to exceed 2% blockage.						

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73. Percent Installations Completed Within Customer Requested Due Date – Interconnection Trunks						
Definition:						
Percentage of trunk order due dates for interconnection trunks met within customer requested due date when that due date is later than or equal to the standard interval or, if expedited, (accepted or not accepted) the date agreed to by SBC/Ameritech.						
Exclusions:						
CLEC Caused Misses.						
Business Rules:						
The Due Date starts the clock. The Completion Date is the day that SBC/Ameritech personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Delay of Ameritech-Initiated Tandem Re-homing project notification – the notification of any delay of these projects will be via LERG update and also via accessible letter sent to the CLECs. SBC/Ameritech will be responsible to modify the due date as defined in the accessible letter and notify the CLEC of this revised due date. The 30 days will be measured against this new due date established and sent to the CLEC						
Levels of Disaggregation:						
• 911 • OS/DA • SS7 • Interconnection Trunks (Non projects – subject to standard interval) • Interconnection Trunks (Projects – subject to negotiated interval) • Tandem Re-homing – SBC/Ameritech owned/initiated (subject to negotiated interval and excluded from all other disaggregations)						
Calculation:			Report Structure:			
(# of trunk circuit due dates met ÷ total trunk circuits installed) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
• 95% within customer requested due date or, if expedited (accepted or not accepted), the date agreed to by SBC/Ameritech. • For projects, 95% within the negotiated due date. • Tandem Re-homing – SBC/Ameritech owned/initiated: within 30 calendar days of negotiated due date (This disaggregation will be diagnostic for 6 months from the filing date of the Joint Motion at which time the PM will then be remedied.)						

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74. Average Delay Days For Missed Due Dates – Interconnection Trunks	
Definition:	
Average calendar days from due date to completion date on company missed interconnection trunk orders.	
Exclusions:	
CLEC Caused Misses	
Business Rules:	
The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level.	
Levels of Disaggregation:	
• 911 • OS/DA • SS7 • Interconnection Trunks	
Calculation:	Report Structure:
Σ (Completion date – committed circuit due date) ÷ (Total completed trunk circuits with missed Due Dates)	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Interoffice Facility Trunks.	

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75. Percentage SBC/Ameritech Caused Missed Due Dates > 30 Days – Interconnection Trunks						
Definition:						
Percentage of Interconnection Trunk Circuits where installation was completed greater than 30 calendar days following the due date.						
Exclusions:						
CLEC Caused Misses.						
Business Rules:						
The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level.						
Levels of Disaggregation:						
• 911 • OS/DA • SS7 • Interconnection Trunks						
Calculation:				Report Structure:		
(# of interconnection trunk circuits completed greater than 30 days following the due date, ÷ total installed interconnection trunk circuits) * 100.				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	None	None	None	None	None	
Benchmark:						
No more than 2% interconnection trunk orders completed > 30 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL						

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76. Average Trunk Restoration Interval – Interconnection Trunks						
Definition:						
Average time to repair interconnection trunks. This measure is based on calendar days.						
Exclusions:						
• Non-measured tickets (CPE, Interexchange, or Information). • No Access/Delayed Maintenance.						
Business Rules:						
The start time is when the report is received. The source is WFA (Work Force Administration) and is at an item or circuit level. The stop time is when the circuit is restored and the report is cleared in WFA.						
Levels of Disaggregation:						
• 911 • OS/DA • SS7 • Interconnection Trunks						
Calculation:			Report Structure:			
$\Sigma[(\text{Date and time trouble report is cleared}) - (\text{date and time trouble report is received})] \div \text{total trunk trouble reports}$			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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77. Average Trunk Restoration Interval for Service-Affecting Trunk Groups						
Definition:						
The average time to restore service-affecting trunk groups.						
Exclusions:						
• Non-measured tickets (CPE, Interexchange, or Information • No Access/Delayed Maintenance						
Business Rules:						
Service affecting is defined as 20% of a trunk group out-of-service that causes trunk group blockage. The clock starts on receipt of a trouble ticket from the CLEC that identifies a service affecting condition. The clock stops after completion of work by SBC/Ameritech.						
Levels of Disaggregation:						
• Tandem trunk groups. -- 911 -- OS/DA -- SS7 -- Interconnection Trunks • Non-Tandem trunk groups. -- 911 -- OS/DA -- SS7 -- Interconnection Trunks						
Calculation:				Report Structure:		
$\Sigma[(\text{Date and time trouble report is cleared}) - (\text{date and time trouble report is received})] \div \text{total service affecting trunk group trouble reports}$				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
• Tandem trunk groups-all disaggregations – 1 hour • Non-Tandem trunk groups – all disaggregations – 2 hours.						

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78. Average Interconnection Trunk Installation Interval	
Definition:	
The average time from receipt of a complete and accurate ASR until the completion of the trunk order.	
Exclusions:	
Customer requested due dates greater than 20 business days.CLEC caused misses.	
Business Rules:	
The clock starts on the receipt of a complete and accurate ASR and the clock stops on the date the work is completed.	
Levels of Disaggregation:	
• Interconnection Trunks • SS7 Links • OS/DA • 911 Trunks • Projects (not included in the other disaggregations)	
Calculation:	Report Structure:
$\Sigma(\text{completion date of the trunk order} - \text{receipt date of complete and accurate ASR}) \div \text{total installed trunk orders}$	Reported for CLEC all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
20 Business days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL Diagnostic for Projects.	

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Directory Assistance (DA) and Operator Services (OS)

79. Directory Assistance Grade Of Service	
Definition:	
Percentage of directory assistance calls answered within “X” seconds.	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation. Calls are categorized into the designated bands to determine the percentage of calls that were answered within “x” seconds.	
Levels of Disaggregation:	
• < 1.5 seconds • < 2.5 seconds • > 7.5 seconds • > 10.0 seconds • > 15.0 seconds • > 20.0 seconds • > 25.0 seconds	
Calculation:	Report Structure:
(Calls answered within “X” seconds ÷ total calls answered) * 100	Reported for the aggregate of all CLECs and SBC/Ameritech
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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80. Directory Assistance Average Speed Of Answer						
Definition:						
The average time a customer is in queue.						
Exclusions:						
None						
Business Rules:						
The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
Total queue time ÷ total calls answered				Reported for the aggregate of all CLECs and SBC/Ameritech		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	None	None	None	None	
Tier 2	Low	Low	Med	Low	Low	
Benchmark:						
IL = 7 sec; IN = 7.7 sec; MI = N/A; OH = 20.0 sec; WI = 6.3 sec; To be consistent/and change (auto-evolve) with State Retail Minimum Standard rulings. The State Commission Minimum Service Standards can be found at these URLs:						
Illinois						
• http://www.icc.state.il.us/tc/telecommunications.aspx						
Wisconsin						
• http://psc.wi.gov/_search/advquery.asp						
Michigan						
• http://www.cis.state.mi.us/mpsc/comm/rules/						
Indiana						
• http://www.in.gov/legislative/register/September-1-2002.html						
Ohio						
• http://onlinedocs.andersonpublishing.com/oac/index3.cfm?GRStructure1=4901%3A1&GRStructure2=4901%3A1%2D5&GRStructure3=&TextField=%3CJD%3A%224901%3A1%2D5%22%3EChapter%20%3CJL%3AJump%2C%224901%3A1%2D5%22%3E4901%3A1%2D5%3CEL%3E%20Furnishing%20of%20Int						

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81. Operator Services Grade Of Service	
Definition:	
Percentage of operator services calls answered within “X” seconds.	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation. Calls are categorized into the designated bands to determine the percentage of calls that were answered within “X” seconds.	
Levels of Disaggregation:	
• < 1.5 seconds • < 2.5 seconds • > 7.5 seconds • > 10.0 seconds • > 15.0 seconds • > 20.0 seconds • > 25.0 seconds	
Calculation:	Report Structure:
(Calls answered within “x” seconds ÷ total calls answered) * 100	Reported for the aggregate of all CLECs and SBC/Ameritech
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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82. Operator Services Speed of Answer						
Definition:						
The average time a customer is in queue.						
Exclusions:						
None						
Business Rules:						
The clock starts when the customer enters the queue and the clock stops when an SBC/Ameritech representative answers the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC/Ameritech call management system queue until the CLEC customer call is transferred to SBC/Ameritech personnel assigned to handling calls for assistance during hours of operation.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
Total queue time ÷ total calls answered.			Reported for the aggregate of all CLECs and SBC/Ameritech			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	None	None	None	None	
Tier 2	Low	Low	Med	Low	Low	
Benchmark:						
IL = 3.6 sec; IN = 3.3 sec.; MI = 10 sec.; OH = 20 sec.; WI = 2.7 sec; To be consistent/and change (auto-evolve) with State Retail Minimum Standard rulings. The State Commission Minimum Service Standards can be found at these URLs:						
Illinois						
• http://www.icc.state.il.us/tc/telecommunications.aspx						
Wisconsin						
• http://psc.wi.gov/_search/advquery.asp						
Michigan						
• http://www.cis.state.mi.us/mpsc/comm/rules/						
Indiana						
• http://www.in.gov/legislative/register/September-1-2002.html						
Ohio						
• http://onlinedocs.andersonpublishing.com/oac/index3.cfm?GRStructure1=4901%3A1&GRStructure2=4901%3A1%2D5&GRStructure3=&TextField=%3CJD%3A%224901%3A1%2D5%22%3EChapter%20%3CJL%3AJump%2C%224901%3A1%2D5%22%3E4901%3A1%2D5%3CEL%3E%20Furnishing%20of%20Int						

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83. Percentage of Calls Abandoned	
Definition:	
The percentage of calls where the customer hangs up while the call is in queue.	
Exclusions:	
SBC/Ameritech generated test calls.	
Business Rules:	
The clock runs on a 24-hour cycle starting at 6:00 a.m. and ending at 6:00 a.m. This measurement determines the amount of calls that were abandoned against the number of operator positions available during the reporting month in quarter hour intervals.	
Levels of Disaggregation:	
• OS • DA	
Calculation:	Report Structure:
(# of calls abandoned ÷ number of operator positions available) * 100	Reported for the aggregate of all CLECs and SBC/Ameritech
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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Local Number Portability (LNP)

91. Percentage of LNP Only Orders within the Customer Requested Due Date						
Definition:						
Percentage of LNP Only Orders that are completed within or on the Customer Requested Due Date.						
Exclusions:						
- CLEC caused or requested delays. - NPAC caused delays unless caused by SBC/Ameritech. - CLEC requested Due Dates less than 3 business days.						
Business Rules:						
The clock starts on the date of FOC issuance, which is the date that SBC/Ameritech returned a FOC to the CLEC. The clock stops on the Completion Date, which is the date that SBC/Ameritech completed the order. Orders are included in the month they posted. Standard due date interval for LNP Only orders is three business days. : >100 TNs - The due dates are negotiated						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# of LNP Only Orders completed within the Customer Requested Due Date or Negotiated Due Date ÷ total LNP Only Orders) *100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
96.5%.						

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92. Percentage of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9-Hour (T2) Timer	
Definition:	
Percentage of time the old service provider releases subscription(s) to NPAC prior to the expiration of the second (T2) 9-hour timer. This would include subscription(s) released prior to the expiration of the first (T1) or the second (T2) 9-hour timers.	
Exclusions:	
• CLEC caused or requested delays. • NPAC caused delays unless caused by SBC/Ameritech. • Cases where SBC/Ameritech did the release but the New Service Provider did not respond prior to the expiration of the T2 timer. This sequence of events causes the NPAC to send a cancel of SBC/Ameritech's release request. In these cases, SBC/Ameritech may have to re-work to release the TN so it can be ported to meet the due date.	
Business Rules:	
Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(# of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer ÷ total LNP TNs for which the subscription was released) *100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
96.5%.	

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93. Percentage of Time Customer Accounts Restructured by the LNP Only Completion Date						
Definition:						
Percentage of accounts restructured by the LNP Only Provisioning Completion Date.						
Exclusions:						
None						
Business Rules:						
<i>This measure is for partial LNPs only.</i>						
Partial LNP Orders require an SBC/Ameritech account to be restructured. This measures the amount of time the account was restructured by the LNP completion date.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
# of partial LNP Only orders where the account was restructured by the completion date of the order) ÷ (total partial LNP Only orders that required customer accounts to be restructured) *100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
96.5%						

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96. Percentage Pre-Mature Disconnects for LNP Orders						
Definition:						
Percentage of LNP cutovers where SBC/Ameritech prematurely removes the translations, including the 10-digit trigger, prior to the scheduled conversion time.						
Exclusions:						
Coordinated Conversions.						
Business Rules:						
The count of incidents, on an order level, where the translations are released prior to the scheduled conversion. Count the number of cutovers that are prematurely disconnected (translations released prior to the due date).						
Levels of Disaggregation:						
- LNP only. - LNP with Loop.						
Calculation:			Report Structure:			
(# of premature disconnects ÷ total conversions) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
2% or less cutovers are disconnected prior to the due date (translations are released prior to the due date).						

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97. Percentage of Time SBC/Ameritech Applies the 10-digit Trigger Prior to the LNP Order Due Date						
Definition:						
Percentage of time SBC/Ameritech applies 10-digit trigger, where technically feasible, for LNP or LNP with loop TNs on the day prior to the due date.						
Exclusions:						
- Where not technically feasible. - CLEC caused misses.						
Business Rules:						
Obtain number of LNP or LNP with loop TNs where the 10-digit trigger was applied on the day prior to due date, and the total number of LNP or LNP with Loop TNs where the 10-digit trigger was applied, where technically feasible.						
Levels of Disaggregation:						
- LNP only - LNP with Loop						
Calculation:				Report Structure:		
(# of LNP TNs for which 10-digit trigger was applied 24 hours prior to due date ÷ total LNP TNs for which 10-digit triggers were applied) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
96.5%						

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98. Percentage LNP Trouble Reports within 30 Days of Installation						
Definition:						
Percentage of LNP Orders that receive a network customer trouble report within 30 calendar days of service order completion.						
Exclusions:						
- Excluding subsequent reports and all disposition codes “11”, “12”, & “13” reports (excludable reports). - Trouble reports caused by CPE or inside wiring.						
Business Rules:						
Includes trouble reports received the day after SBC/Ameritech personnel complete the service order through 30 calendar days after completion. The denominator for this measure is the total count of orders by circuit posted within the reporting month. However, the denominator will at a minimum be equal to the numerator. The numerator is the number of trouble reports received on or within 30 days after service order completion and closed within the reporting month.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
# of LNP Orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ total LNP Orders) * 100				Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity with SBC/Ameritech Retail POTS – No Field Work.						

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99. Average Delay Days for SBC/Ameritech Missed Due Dates (For Stand-Alone LNP Orders)	
Definition:	
Average calendar days from due date to completion date on Company missed orders.	
Exclusions:	
On time or early completions.	
Business Rules:	
The clock starts on the due date and the clock ends on the completion date based on posted LNP orders. Retail comparison is installations, not disconnects.	
Levels of Disaggregation:	
LNP Only.	
Calculation:	Report Structure:
$\frac{\Sigma(\text{LNP Completion Date} - \text{LNP Order due date})}{\text{total LNP orders where there was a SBC/Ameritech caused missed due date}}$	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SBC/Ameritech Retail POTS – No Field Work.	

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100. Average Time of Out of Service for LNP Conversions						
Definition:						
Average time to facilitate the activation request in SBC/Ameritech’s network.						
Exclusions:						
• CLEC-caused errors. • NPAC-caused errors unless caused by SBC/Ameritech. • Large ports greater than 500 ports.						
Business Rules:						
The Start time is the Receipt of NPAC broadcast activation message in SBC/Ameritech’s LSMS; and the End time is when the Provisioning event is done in SBC/Ameritech’s LSMS. Calculate the total difference between the start time and end time in minutes for LNP activations during the reporting period.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
$\frac{\Sigma(\text{LNP stop time} - \text{LNP start time})}{\div \text{ total LNP activated TNs}}$				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
60 Minutes						

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101. Percent Out of Service < 60 minutes						
Definition:						
The Number of LNP related conversions where the time required to facilitate the activation of the port in SBC/Ameritech’s network is less than 60, expressed as a percentage of total number of activations that took place.						
Exclusions:						
• CLEC caused errors. • NPAC caused errors unless caused by SBC/Ameritech. • Large ports greater than 500 ports.						
Business Rules:						
The Start time is the Time that an “activate NPAC” broadcast is received in SBC/Ameritech's LSMS. The End time is the Time the provisioning event is complete in SBC/Ameritech's LSMS. Count the number of conversions that took place in less than 60 minutes. There is no difference between the denominator for this measure and the denominator in measure #100.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
[(# of activated TNs provisioned in less than 60 minutes) ÷ (total LNP activated TNs)] * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	Med	Med	Med	Med	Med	
Benchmark:						
96.5%						

911

102. Average Time To Clear Errors (Facility-Based Providers)						
Definition:						
The average time it takes to clear an error after it is detected during the processing of the 911 database file. This is only on resale or UNE loop and port combination orders that SBC/Ameritech installs.						
Exclusions:						
None						
Business Rules:						
The clock starts upon the receipt of the error file and the clock stops when the error is corrected.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
[Σ(Date and time error detected – date and time error cleared)] ÷ total errors			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity						

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103. Percent Accuracy for 911 Database Updates (Facility-Based Providers)						
Definition:						
The percentage of 911 records that were updated by SBC/Ameritech in error.						
Exclusions:						
CLEC Caused Errors.						
Business Rules:						
The data required to calculate this measurement will be provided by the CLEC based on the compare file. CLEC requests a compare file in writing through their assigned SBC/Ameritech Account Manager. This request should provide the requesting company's name (per CLEC interconnection or resale agreement), ACNA, requested geographic area (e.g., state, NPA, etc.), if the compare file is requested by email, diskette, CD-ROM, and the CLEC contact name, number, and e-mail address. Upon request, SBC/Ameritech will provide, within 14 business days of request receipt, an electronic compare file. CLEC will be provided a file that contains all customer information for the geographic area that they request (e.g., state, NPA, etc.). The file can be provided via CR-ROM, diskette, paper or as an electronic file (transmitted) The CLEC will provide the number of records transmitted and the errors found. SBC/Ameritech will verify the records determined to be in error to validate that the records were input by SBC/Ameritech incorrectly. An update is completed without error if the database completely and accurately reflects the activity specified on the order submitted by the CLEC.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of SBC/Ameritech caused update errors ÷ Total updates) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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104. Average Time Required to Update 911 Database (Facility Based Providers)						
Definition:						
The average time it takes to update the 911database file.						
Exclusions:						
None						
Business Rules:						
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
[Σ(Date and time data processing begins - date and time data processing ends)] ÷ total files			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity with SBC/Ameritech Retail.						

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104.1 The Average Time It Takes To Unlock the 911 Record	
Definition:	
The average time it takes to unlock the 911 record to allow the record to be claimed by the CLEC.	
Exclusions:	
CLEC caused delayed unlocks	
Business Rules:	
The clock starts on the date of completion and the clock stops on the date/time when the 911 record is unlocked.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
$[\sum (\text{SOC Date} - \text{date 911 record is unlocked})] \div \text{Total 911 database unlocks}$	Reported for individual CLEC, and all CLECs and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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Poles, Conduit and Rights of Way

105. Percentage of Requests Processed Within 35 Days						
Definition:						
The percentage of requests for access to poles, conduits, and right-of-ways processed within 35 days.						
Exclusions:						
None						
Business Rules:						
The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of requests processed within 35 days ÷ total requests) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
90% within 35 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL						

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106. Average Days Required to Process a Request	
Definition:	
The average time it takes to process a request for access to poles, conduits, and right-of-ways.	
Exclusions:	
None	
Business Rules:	
The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
$\Sigma(\text{Date request returned to CLEC} - \text{date request received from CLEC}) \div \text{total requests}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
90% within 35 days = IN, MI, OH, WI; Parity with SBC/Ameritech Retail = IL	

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Collocation

107. Percentage Missed Collocation Due Dates
Definition:
The percentage of SBC/Ameritech caused missed due dates for collocation projects.
Exclusions:
If the CLEC has not submitted their second fifty percent (50%) payment prior to the space being turned over, SBC/Ameritech will exclude the job from reporting. For instances where the payment has rightfully been withheld, (the account manager provides the notification to proceed), the job is not excluded.
Business Rules:
The clock starts when SBC/Ameritech receives, in compliance with the Commission Order, approved interconnection agreement or effective tariff, whichever is applicable, payment and return of proposed layout for space as specified in the application form from the CLEC and the clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy. The CLEC will then have 5 business days to accept or not accept the collocation space. If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC/Ameritech of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC/Ameritech to complete the space per the specifications will be counted as part of the interval. Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC/Ameritech and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. The extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to: • CLEC return to SBC/Ameritech corrected and complete floor plan drawings. • CLEC placement of required component(s). If the business rules and Commission Order, approved interconnection agreement or effective tariff, whichever is applicable, are inconsistent, then these business rules are superseded.

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Levels of Disaggregation:						
For Physical Collocations:						
• Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • All Augments to Physical Collocation						
For Virtual Collocations:						
• Virtual • All Augments to Virtual Collocations						
Calculation:				Report Structure:		
(count of number of SBC/Ameritech caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100				Reported for individual CLEC and all CLECs and SBC/Ameritech Affiliate		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Less than 5% not met within the due date) Damages and Assessments will be calculated based on the number of calendar days late. The critical z-value does not apply.						

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108. Average Delay Days for SBC/Ameritech Missed Due Dates						
Definition:						
The average delay days caused by SBC/Ameritech to complete collocation facilities.						
Exclusions:						
If the CLEC has not submitted their second fifty percent (50%) payment prior to the space being turned over, SBC/Ameritech will exclude the job from reporting. For instances where the payment has rightfully been withheld, (the account manager provides the notification to proceed), the job is not excluded.						
Business Rules:						
The clock starts when SBC/Ameritech receives an accurate and complete application form for space from the CLEC and the clock stops when the collocation space is turned over to the CLEC for their occupancy at the walk-through. If the walk-through is scheduled after the due date, then the clock stops on the due date. Due Date Extensions will be extended when mutually agreed to by SBC/Ameritech and the CLEC. SBC/Ameritech will turn over the APOT with the notice of job completion if the CLEC has submitted their second fifty-percent (50%) payment prior to the due date.						
Levels of Disaggregation:						
• Caged • Caged Common • Shared Caged • Adjacent On-Site • Adjacent Off-Site • Cageless • Augments to Physical Collocation • Virtual • Augments to Virtual Collocation						
Calculation:				Report Structure:		
Σ(Date collocation work completed - collocation due date) ÷ SBC/Ameritech caused missed collocation completions.				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	

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Benchmark:

Delay days not to exceed 10% of standard interval for IN, MI, OH and WI.

- Physical - 90 days standard interval, 10% of std interval = 9 Calendar Days
- Virtual - 60 days standard interval, 10% of std interval = 6 Calendar Days
- Cageless - 60 days standard interval, 10% of std interval = 6 Calendar Days
- Additions - 90 days standard interval, 10% of std interval = 9 Calendar Days

IL = Parity with SBC/Ameritech Affiliate.

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109. Percent of Requests Processed Within the Established Timelines						
Definition:						
The percent of requests for collocation facilities processed within the established timelines.						
Exclusions:						
.						
Business Rules:						
The clock starts when SBC/Ameritech receives the application. The clock stops when SBC/Ameritech responds back to the application request with a quote. Per FCC Order 99-48 (706 Collocations Requirements). Applications received after 2:00 p.m. are considered as being received on the next business day.						
Levels of Disaggregation:						
• Physical • Virtual • Cageless • Additions						
Calculation:			Report Structure:			
(# of requests processed within the timeline ÷ total requests with quotes) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
90% within 10 Calendar Days = IN, MI, OH, WI. IL = Parity with SBC/Ameritech Affiliate						

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Directory Assistance Database

110. Percentage of Updates Completed into the DA Database within 72 Hours for Facility-Based CLECs						
Definition:						
The percentage of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory changes.						
Exclusions:						
- Weekends and Holidays. - CLEC caused errors. - Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)						
Business Rules:						
For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day.						
For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday.						
The update clerk’s work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.						
Levels of Disaggregation:						
IN, MI, OH, WI = None						
IL = Manual and Electronic						
Calculation:			Report Structure:			
(# of updates completed within 72 hours ÷ total updates completed) * 100			Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
- IN, MI, OH, WI = 95% updated within 72 hours - IL = Manual orders are 95% updated within 72 hours and Electronic orders are parity with SBC/Ameritech Retail						

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111. Average Update Interval for DA Database for Facility-Based CLECs						
Definition:						
The average update interval for DA database changes for facility-based CLECs.						
Exclusions:						
- Weekends and holidays - CLEC caused errors - Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)						
Business Rules:						
For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day. For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday. The update clerk’s work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.						
Levels of Disaggregation:						
- IN, MI, OH, WI = None - IL = Manual and Electronic						
Calculation:			Report Structure:			
[Σ (8:00 a.m. of the day following the input into the DL database – Time update received from CLEC)] ÷ total updates completed			Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
- IN, MI, OH, WI = 48 Hours - IL = Manual are 48 hours and Electronic orders are parity with SBC/Ameritech Retail.						

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112. Percentage DA Database Accuracy For Manual Updates for Facility-Based CLECs						
Definition:						
The percentage of DA records that were updated by SBC/Ameritech correctly. The data required to calculate this measurement will be provided by the CLEC. The CLEC will provide the number of records transmitted and the errors found. SBC/Ameritech will verify the records determined to be in error to validate that the records were input by SBC/Ameritech incorrectly.						
Exclusions:						
• Errors not submitted within 10 days of order confirmation receipt. • CLEC caused errors • Weekends and Holidays • Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc						
Business Rules:						
For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 7:30 a.m. the following day. For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday. The update clerk’s work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday in accordance with the time zone of the receiving center.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# of manual updates without SBC/Ameritech caused errors ÷ Total updates processed) *100				Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
97%						

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113. Percentage of Electronic Updates that Flow Through the Update Process Without Manual Intervention						
Definition:						
Percentage of electronic updates from entry to distribution that progress through SBC/Ameritech ordering systems to ALPSS for Illinois, Michigan, Ohio and Wisconsin. Percentage of electronic updates from entry to distribution that progress through SBC/Ameritech ordering systems to DA for Indiana.						
Exclusions:						
• Updates rejected due to incorrect/invalid data received from the CLEC (e.g. missing zip code, incomplete phone number, etc.). • CLEC caused errors • Weekends and Holidays						
Business Rules:						
The number of updates, for facility-based providers, that flow through SBC/Ameritech’s ordering systems and are passed to ALPSS or DA without manual intervention, divided by the total number of updates issued within the reporting period.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# of updates of that flow through to ALPSS or DA ÷ Total updates received in the month) * 100				Reported for CLEC all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
• IN, MI, OH, WI = 97% • IL = Parity with SBC/Ameritech Retail.						

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Coordinated Conversions

114. Percentage of Premature Disconnects (Coordinated Cutovers)						
Definition:						
Percentage of coordinated cutovers where SBC/Ameritech prematurely disconnects the customer 10 minutes or more prior to the scheduled conversion.						
Exclusions:						
None						
Business Rules:						
A premature disconnect occurs any time SBC/Ameritech disconnects the CLEC customer 10 or more minutes prior to the CLEC being on line. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines						
Levels of Disaggregation:						
- Coordinated Hot Cuts – LNP with Loop - Frame Due Time – LNP with Loop						
Calculation:			Report Structure:			
# of prematurely disconnected CHC/FDT LNP with Loop orders ÷ total coordinated CHC/FDT LNP with Loop orders) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
2% or less premature disconnects starting 10 minutes before scheduled time.						

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114.1. CHC/FDT LNP with Loop Provisioning Interval						
Definition:						
The % of CHC/FDT LNP with Loop Lines completed by SBC/Ameritech within the established provisioning intervals.						
Exclusions:						
• CHC LNP with Loop with greater than 24 loops (including multiple LSRs totaling 25 or more lines to the same customer premise on the due date). • CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SBC/Ameritech the opportunity to complete CHC/FDT LNP with Loop within the designated interval. • IDLC (pair gain systems) identified on or before the due date. • Any order in the FMOD process						
Business Rules:						
The start time is at the direction of the CLEC and based on a negotiated and scheduled time for coordinated hot cut orders (CHC). For CHC orders, the clock starts when the CLEC calls the SBC/Ameritech LOC to start the conversion, and ends when the SBC/Ameritech technician completes the cross connect to the CLEC facilities and has called the CLEC to notify that the cutover has been completed. For FDT orders, the clock starts at the frame due time and ends when the SBC/Ameritech technician completes the cross-connect to the CLEC facilities. This measurement only includes Coordinated Hot Cuts with 1-24 loops. A conversion with 25 or more lines (including multiple orders totaling 25 or more lines to the same customer premise on the same due date) is considered a project and is negotiated with the CLEC at the time of conversion.						
Levels of Disaggregation:						
CHC/LNP with loop • < 10 lines • 10-24 lines FDT/LNP with loop • < 10 lines • 10-24 lines						
Calculation:			Report Structure:			
(Total CHC/FDT LNP with Loop Lines within the designated interval ÷ total CHC/FDT LNP with Loop lines) * 100.			Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Med	Med	Med	Med	Med	
Tier 2	Med	Med	Med	Med	Med	

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Benchmark:
CHC/FDT LNP with Loop for < 10 Lines 90% within one hour. CHC/FDT LNP with Loop for 10-24 Lines 90% within two hours.

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115. Percentage of SBC/Ameritech Caused Delayed Coordinated Cutovers						
Definition:						
Percentage of Ameritech caused late coordinated cutovers in excess of “X” (30, 60 and 120) minutes.						
Exclusions:						
• Any order in the FMOD process						
Business Rules:						
A coordinated cutover is delayed if SBC/Ameritech is not ready within “X” (30, 60, and 120) minutes after the scheduled cut time. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines						
Levels of Disaggregation:						
• CHC LNP with Loop • FDT LNP with Loop						
Calculation:			Report Structure:			
(# of SBC/Ameritech caused late coordinated CHC/FDT LNP with Loop orders in excess of “X” (30, 60 and 120) minutes ÷ total coordinated CHC/FDT LNP with Loop orders) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
8% or less of SBC/Ameritech coordinated conversions beyond 30 minutes, 2% beyond 60 minutes from scheduled time or 1% beyond 120 minutes.						

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115.1 Percent Provisioning Trouble Reports (PTR)						
Definition:						
Measures the percent of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion.						
Exclusions:						
• Reports for which the trouble is attributable to the SBC/Ameritech network (unless SBC/Ameritech had knowledge of the trouble prior to the due date. • IDLC (pair gain systems) identified on or before the due date. • Non-measured reports (CPE, Interexchange, and Information reports).						
Business Rules:						
The percent of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion, or before noon on the next business day. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines						
Levels of Disaggregation:						
• CHC • FDT						
Calculation:				Report Structure:		
(Count of CHC/FDT circuits for which the CLEC submits a trouble report on a completed order on the day of conversion or before noon on the next business day after conversion ÷ total # of CHC/FDT circuits converted) * 100.				Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
2%						

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115.2 Mean Time To Restore – Provisioning Trouble Report (PTR)	
Definition:	
Average duration of the outage from the receipt of the PTR to the time it is cleared.	
Exclusions:	
• Non-measured reports (CPE, Interexchange, and Information reports). • No access to the end user's location.	
Business Rules:	
The start time is when the report is received. The stop time is when the report is cleared. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines	
Levels of Disaggregation:	
• CHC • FDT	
Calculation:	Report Structure:
$\Sigma[(\text{Date and time PTR is closed with the customer}) - (\text{date and time PTR is received})] \div \text{total PTRs.}$	Reported by CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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NXX

117. Percent NXXs Loaded and Tested Prior to the LERG Effective Date						
Definition:						
The percent of NXXs loaded and tested prior to the LERG effective date.						
Exclusions:						
None						
Business Rules:						
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXXs in the local calling area will be based on the LERG effective date.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of NXXs loaded and tested by LERG effective date ÷ total NXXs loaded and tested) * 100			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity						

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118. Average Delay Days for NXX Loading and Testing						
Definition:						
Average calendar days from due date to completion date on company missed NXX orders.						
Exclusions:						
None						
Business Rules:						
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXXs in the local calling area will be based on the LERG effective date.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
Σ(Completion Date – LERG effective date) ÷ Total SBC/Ameritech caused late orders			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
Parity						

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119. Mean Time to Repair						
Definition:						
Average duration of NXX trouble reports from the receipt of the customer trouble report to the time that the trouble report is cleared.						
Exclusions:						
None						
Business Rules:						
The start time is when the report is received. The stop time is when the trouble report is cleared. SBC/Ameritech will contact the CLEC to close the trouble.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
[Σ(Date and time trouble report is cleared with the customer – Date and time trouble report is received) ÷ (Total NXX trouble reports)]			Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Parity						

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Bona Fide Request Process (BFRs)

120. Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona Fide Requests processed within 30 business days.	
Exclusions:	
Weekends and Holidays.	
Business Rules:	
The clock starts when SBC/Ameritech receives the application. The clock stops when SBC/Ameritech completes application processing.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(# of number of requests processed within 30 days ÷ total requests) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
90% within 30 business days = IN, MI, OH, WI. IL = Parity with SBC/Ameritech Affiliate.	

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121. Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days						
Definition:						
Percentage of quotes provided in response to authorized Bona Fide Requests (authorized preliminary analysis from CLEC) within 45 business days.						
Exclusions:						
Weekends and Holidays.						
Business Rules:						
The clock starts when SBC/Ameritech receives the authorization. The clock stops when SBC/Ameritech responds back to the authorization request with a quote.						
Levels of Disaggregation:						
None						
Calculation:			Report Structure:			
(# of requests processed within 45 days ÷ total # of requests) * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
90% within 45 business days = IN, MI, OH, WI.						
IL = Parity with SBC/Ameritech Affiliate						

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New Performance Measure

124. Timely Resolution of Significant Software Failures Related with Releases						
Definition:						
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.						
Exclusions:						
Error where a workaround transparent to the CLEC is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC) that is different from what would be required if the software had not failed.						
Business Rules:						
Software errors identified in production within two weeks of the release with no workarounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to Ameritech, or receive back from Ameritech, order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround that does not require the CLEC to do anything different from what would be required if the software had not failed is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100				By CLEC, on an Ameritech Regional basis (non-state specific)		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95% completed within 48 hours or 2 days.						

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New Performance Measure

124.1 Test Environment Availability						
Definition:						
Extent that the Joint Test Environment is actually available to CLECs.						
Exclusions:						
None						
Business Rules:						
The total “Scheduled system available hours” is the cumulative number of hours during the reporting period that Ameritech has committed to provide CLECs access to the Joint Test Environment. “Hours functionality is available during the scheduled available hours” is the actual number of hours, during scheduled system available hours, during which the Joint Test Environment is actually available for testing purposes. The actual time available is divided by the scheduled time available and the result multiplied by 100 to produce the “Percent system availability” measure. Scheduled system available hours is Monday through Friday, 8:00AM to 5:00PM CT (except as noticed to the industry via Accessible Letter). “Hours functionality is available during the scheduled available hours” is calculated from the date/time a CLEC reports its inability to access the Joint Test Environment to the date/time the reporting CLEC is able to access the Joint Test Environment, based on records maintained by Ameritech’s Joint Test Environment Availability Team. Only situations where the inability of the CLEC to access the Joint Test Environment is confirmed to be due to a problem within the control of SBC Ameritech are to be included in this measure. Situations where a CLEC cannot access the Joint Test Environment due to problems outside the control of SBC Ameritech (e.g. internal CLEC network connectivity or performance issues) will not be included in this PM						
Levels of Disaggregation:						
▪ Pre-Order ▪ Order						
Calculation:				Report Structure:		
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours] * 100				Reported on an aggregate CLEC basis and a Ameritech-region basis (non-state specific)		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	None	Med	None	None	None	
Tier 2	None	Med	None	None	None	
Benchmark:						
Diagnostic						

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Additional Measures

MI 2. Percentage of Orders Given Jeopardy Notices Within 24 Hours of the Due Date						
Definition:						
Percentage of Orders Given Jeopardy Notices within 24 hours of the Due Date measures the percentage of 870s sent less than 24 hours (1 day) prior to the due date.						
Exclusions:						
- CLEC/End User Initiated Jeopardy Codes. - Weekends and Holidays. - Orders that fall into, or are completed thru, the FMOD process. - Orders received from CLEC and due on same day. - Jeopardy Notices sent on or after the due date.						
Business Rules:						
An 870 is a jeopardy notice that is sent to the CLEC to notify them that an order’s due date is in jeopardy of being missed. Consider “24 hours” as 1 day. The measure is calculated using business days only (i.e., Monday-Friday). Unsolicited FOCs will be counted as Jeopardies.						
Levels of Disaggregation:						
- Resale POTS - Field Work (FW) - Non-Field Work (NFW) - Resale Specials - Field Work (FW) - Non-Field Work (NFW) - Unbundled Loops - Field Work (FW) - Non-Field Work (NFW) - UNE-Ps - Field Work (FW) - Non-Field Work (NFW)						
Calculation:			Report Structure:			
[(# of orders receiving an 870 within 24 hours of the order due date) ÷ (Total orders receiving an 870 in the report month)] * 100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	

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Benchmark:
Less than or equal to 5% orders given jeopardy notices with 24 hours of the due date

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MI 3. Coordination Conversions Started Within One Hour of the Scheduled Time	
Definition:	
Coordinated Conversion Started Within One Hour of the Scheduled Time measures the number of coordinated unbundled loop cutovers started within one hour of the start scheduled time as a percentage of all coordinated unbundled loops completed in the reporting period.	
Exclusions:	
• Orders for which the CLEC was not ready after the cutover was started. • Canceled orders.	
Business Rules:	
A coordinated loop is any unbundled loop requiring coordination. The start date is the date and time the central office/translations work begins. The scheduled time is the cutover date and time requested by the CLEC and found on the cutover schedule. The cutover is considered complete when the work is completed by SBC/Ameritech. The measure is counted in the period it is completed. The measure is counted on the first item of the first order (when related orders are involved) and then calculated by item based on the number of items on the order/orders. CHC orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines	
Levels of Disaggregation:	
Unbundled Loops	
Calculation:	Report Structure:
# of cross connection started within one hour of the scheduled time / Total coordinated unbundled loops for reporting period	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 - None Tier 2 - None	
Benchmark:	
Diagnostic	

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MI 4. Average Time to Provide a Collocation Arrangement	
Definition:	
Average Time to Provide a Physical Collocation Arrangement measures the average elapsed time between the date a collocation COBO payment is received and the date the CLEC is notified that the physical node is completed, for the total number of physical nodes completed in the reporting period.	
Exclusions:	
• Canceled orders. • Orders where the customer requested a due date beyond the contractual date. • CLEC-caused delays such as arranging final walk-through or accepting collocation space.	
Business Rules:	
The measure is calculated using calendar days. The receipt of a collocation COBO payment is indicative of a firm order. The clock is restarted if the CLEC modifies its request. Time between completion and node final walk through is not included in the completion interval calculation..	
Levels of Disaggregation:	
Physical Collocation	
Calculation:	Report Structure:
$\frac{\sum[(\text{Date Physical Node Is Complete}) - (\text{Date Collocation COBO Payment Is Received})] \div \text{Total Physical Nodes Completed}}$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate
Measurement Type:	
Tier 1 - None Tier 2 - None	
Benchmark:	
Diagnostic	

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MI 5. Structure Requests Completed Outside of Interval	
Definition:	
Structure Requests Completed Outside of Interval measures the number of requests to view SBC/Ameritech structure records that are not completed within the standard time interval as a percentage of requests completed in the reporting period.	
Exclusions:	
Requests for SBC/Ameritech to perform record checks.	
Business Rules:	
Structure includes poles, ducts, conduit and rights-of-way that are owned or controlled by SBC/Ameritech. The request is counted in the period in which the request is completed. Changes to the request will be deemed to be a new request and will result in a new date being established for the priority queue. Requests received after 12:00 noon Eastern Standard Time are considered received the following business day. Interval calculation is based on business days. Information Access includes requests for viewing (or copies). A field survey is a physical check of manholes and/or poles to determine availability of space for placing the attaching Party's facilities. Make Ready is any construction work necessary to prepare SBC/Ameritech structure for attachment or occupancy by an attaching Party.	
Levels of Disaggregation:	
• Information Access • Field Survey • Make Ready	
Calculation:	Report Structure:
(# of Structure Requests Completed Outside of the Standard Time Interval ÷ Total Structure Requests Completed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 - None Tier 2 - None	
Benchmark:	
Diagnostic	

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MI 9. Percentage Missing FOCs	
Definition:	
Percentage of FOCs that are not sent as compared to the total number of orders completed.	
Exclusions:	
None	
Business Rules:	
Total number of responses not sent as compared to the total number of orders completed. FOC responses not sent are identified by using a report that compares to completed orders that do not show FOC response in the Local Service Request (LSR) processing systems.	
Levels of Disaggregation:	
• Resale • UNE (Loops, LNP, and LSNP) • UNE-P	
Calculation:	Report Structure:
$(\# \text{ of missing FOC responses} \div \text{total orders completed}) * 100$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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MI 10. Percent Time-out Transactions	
Definition:	
Percentage of Time-out messages received as compared to valid system responses	
Exclusions:	
None	
Business Rules:	
A count of the time-out messages, by interface, as compared to total number of queries processed. (time-outs and valid responses).	
Levels of Disaggregation:	
• Address Verification • Telephone Number Assignment • Customer Service Inquiry (CSI) ≤ 30 lines • Service Availability • Dispatch Required – SBC/Ameritech combines “Service Appointment Scheduling” and “Dispatch Required” functions for TCNET • PIC • Actual Loop Makeup Information • Design Loop Makeup Information	
Service Appointment Scheduling (Due Date) – Reported in “Dispatch Required” for TCNET	
Calculation:	Report Structure:
(# of Time Out Transactions ÷ Total Number of Queries processed) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None	
Tier 2 – None	
Benchmark:	
Diagnostic	

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MI 11. Average Interface Outage Notification	
Definition:	
The average time from the initial identification of an interface outage, to the notification of CLECs.	
Exclusions:	
None	
Business Rules:	
The time from initial identification of interface outages to the time that email notification (to email distribution list) is sent by SBC/Ameritech.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Time interface outage is identified – Time notification is given)/Total interface outages in a period	Reported on a total wholesale basis across the SBC/Ameritech region (Company level reporting).
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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MI 12. Average Time to Clear Service Order Errors	
Definition:	
The average time to clear service order errors (3E)	
Exclusions:	
None	
Business Rules:	
The average number of business days to clear 3E service order errors is calculated by totaling the duration from the date that an order went into the error condition to the date that the error was cleared.	
Levels of Disaggregation:	
• Resale • UNE P	
Calculation:	Report Structure:
(Date that an order went into error condition – The date that the error was cleared)/Total number of errors cleared	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity	

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New PM MI 13

MI 13. Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
Definition:	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
Exclusions:	
Line Loss Notifications that are delayed due to a CLEC cause that prevents SBC/Ameritech from completing the order and thus sending the line loss notification	
Business Rules:	
Days are calculated by subtracting the date the line loss notification was sent/made available to the losing CLEC from the work completion date. The date that the last service order associated with the winning carrier's service request is provisioned is the work completion date. The calculation is based on business days, using a full 24-hour day. This measure includes all product/ordering scenarios for which loss notifications are to be sent according to the information documented on the CLEC OnLine website, including retail winbacks. Where CLEC accesses SBC/Ameritech – LEC's systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC's performance shall not include Service Bureau Provider processing, availability or response times. Calculation of the number of days between the day of work completion and the day line loss notification was sent/made available to the losing CLEC will exclude non-system processing days as documented on CLEC OnLine or communicated in advance via accessible letter	
Levels of Disaggregation:	
- All (combination of two disaggregations below) - SBC Winback (SBC Retail is the "winning" carrier, CLEC is losing carrier) - CLEC-to-CLEC (CLEC A is "winning" carrier, CLEC B is "losing" carrier)	
Calculation:	Report Structure:
(# of mechanized line loss notifications returned to the losing CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.

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Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	Med	Low	Med	Low	Low
Tier 2	Med	Low	Med	Low	Low
Benchmark:					
97%; Remedies apply only to the “All” disaggregation, SBC Winback and CLEC-to-CLEC results are not separately subject to remedies					

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New Performance Measure

MI 13.1 Average Delay Days For Mechanized Line Loss Notifications					
Definition:					
Average business days from completion of work to the date the line loss notification was sent/made available to the CLEC for line loss notifications that miss the standard of one business day.					
Exclusions:					
Line Loss Notifications that are delayed due to a CLEC cause that prevents SBC/Ameritech from completing the order and thus sending the line loss notification					
Business Rules:					
Days are calculated by subtracting the date the line loss notification was sent/made available to the losing CLEC from the work completion date. The date that the last service order associated with the winning carrier’s service request is provisioned is the work completion date. The calculation is based on business days, using a full 24-hour day. Only those notifications that were sent/made available outside the one business day standard are included in this measure.					
This measure includes all product/ordering scenarios for which loss notifications are to be sent according to the business rules documented on CLEC OnLine website, including retail winbacks.					
Where CLEC accesses SBC/Ameritech – LEC’s systems using a Service Bureau Provider, the measurement of SBC/Ameritech – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.					
Calculation of the number of days between the day of work completion and the day line loss notification was sent/made available to the losing CLEC will exclude non-system processing days as documented on CLEC On-Line or communicated in advance via accessible letter.					
Levels of Disaggregation:					
- All (combination of two disaggregations below) - SBC Winback (SBC Retail is the “winning” carrier, CLEC is losing carrier) - CLEC-to-CLEC (CLEC A is “winning” carrier, CLEC B is “losing” carrier)					
Calculation			Report Structure:		
$\frac{\Sigma(\text{Work completion date for line loss notifications sent outside the standard} - \text{Date LLN sent/made})}{(\text{total line loss notifications sent outside the standard})}$			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1	None	None	Med	None	None
Tier 2	None	None	Med	None	None
Benchmark:					
MI - Average Delay of 4 Days; Remedies apply only to the “All” disaggregation, SBC Winback and CLEC-to-CLEC results are not separately subject to remedies.					
IL/IN/OH/WI - Diagnostic					

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MI 14. Percent Completion Notifications Returned Within “X” Hours of Completion of Maintenance Trouble Ticket	
Definition:	
Percent mechanized completions returned within “X” hours of completion of the trouble tickets.	
Exclusions:	
• Reports for which the trouble is attributable to the SBC/Ameritech network (unless SBC/Ameritech had knowledge of the trouble prior to the due date. • IDLC (pair gain systems) identified on or before the due date. • Non-measured reports (CPE, Interexchange, and Information reports)	
Business Rules:	
The elapsed time for a completion notice to be sent to the CLEC from the time that the trouble ticket is closed in WFA or LMOS. For trouble reports that are submitted electronically – the time from the close of the trouble in WFA or LMOS to the time that the completion status is made available to the CLEC (via EBTA). For orders, which are submitted manually – the time from the close in the WFA or LMOS systems to the time, that completion notice report is faxed to the CLEC. This is based on a process whereby previous day troubles are faxed to CLECs. The CLEC must provide a FAX number to SBC/Ameritech.	
Levels of Disaggregation:	
• Resale --Manual - Next Day --Electronic < 2 hours • UNE Loops --Manual - Next Day --Electronic <2 hours • UNE P --Manual - Next day --Electronic <2 hours	
Calculation:	Report Structure:
(# of completions returned to CLEC within X hours ÷ total completions) * 100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – Low w/Cap Tier 2 – None	
Benchmark:	
95% w/in the specified interval.	

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MI 15 Change Management					
Definition:					
Change management measures timeliness of change notifications for final requirements to implementation as defined and agreed upon in the SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process (“CMP”). Interfaces to which this measure applies also will be defined in the CMP.					
Exclusions:					
• Clarification Notes. • Any Approved Exceptions. • Emergency Situations • Regulatory Mandated Changes					
Business Rules:					
Calendar Days is to be used in the calculation of this measure. Notification is received when the Final Release Requirements are noticed to CLECs via an Accessible Letter. Calculation is based on the number of Notifications made within the reporting period (the denominator), with the numerator being the number of those Notifications issued “X” days or more in advance of the announced implementation date.					
Levels of Disaggregation:					
Changes to Existing Interfaces • Gateway • GUI Introductions of New Interfaces • Gateway • GUI Retirements of Existing Interfaces -- Wholesale Interfaces • Gateway • GUI					
Calculation:			Report Structure:		
(Number of Notifications issued on time) ÷ (Number of Notifications in the reporting period) * 100			Reported on an SBC/Ameritech regional basis (non-state specific).		
Measurement Type:					
	IL	IN	MI	OH	WI
Tier 1 –	None	None	None	None	None
Tier 2 –	Low	Low	Low	Low	Low
Remedies apply to only Gateway Changes and Introductions disaggregations.					

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Benchmark:

95% or greater notices should be on time as defined by the advance notification intervals for Final Requirements for each disaggregation as defined in the SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process (“CMP”) found at <https://clec.sbc.com/clec/>

Click on Gold bar "Change Management Process"

Click on SBC All Regions

then scroll down to: SBC Competitive Local Exchange Carrier (CLEC) 13-State
Interface Change Management Process

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MI 16 Percentage Rejected Query Notices	
Definition:	
Percentage of queries requested that are returned as rejected for reasons other than that the input data is incorrect or inaccurate. These rejected query notices indicate a problem with the interface other than timed out transactions (measured separately).	
Exclusions:	
None	
Business Rules:	
Total number of Rejected Query Notices sent as compared to the total number of Queries processed.	
Levels of Disaggregation:	
• Address Verification • Telephone Number Assignment • Customer Service Inquiry (CSI)≤30 lines • Service Availability • Dispatch Required – SBC/Ameritech combines “Service Appointment Scheduling” and “Dispatch Required” functions for TCNET • PIC • Actual Loop Makeup Information • Design Loop Makeup Information • Service Appointment Scheduling (Due Date) – Reported in “Dispatch Required” for TCNET	
Calculation:	Report Structure:
$(\# \text{ rejected query notices } \div \text{ total number of queries processed }) * 100$	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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WI 1 Percent No Access – UNE Loops Provisioning	
Definition:	
Percent of Field Work (FW) orders with a status of “No Access.”	
Exclusions:	
• CLEC caused misses. (customer requests later date, other customer reasons, - customer not ready). • All orders that are not N, T, or C. • No Field Work.	
Business Rules:	
SBC/Ameritech personnel set the “No Access” indicator when access cannot be obtained to the customer’s premises. Order must be Completed.	
Levels of Disaggregation:	
Geographic	
Calculation:	Report Structure:
(# of orders that are No Access ÷ Total Field Work orders) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
UNE Field Work Parity compared to SBC/Ameritech Field Work (N, T, and C order types - Res and Bus Combined).	

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WI 2 Percent No Access (Percent of Trouble Reports with No Access) – UNE Loops	
Definition:	
Percentage of dispatched customer trouble reports with a status of “No Access.”	
Exclusions:	
• Subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Reports caused by customer provided equipment (CPE) or wiring. • Reports that are not dispatched.	
Business Rules:	
SBC/Ameritech personnel set the “No Access” indicator when access cannot be obtained at the customer’s premises. Reports are counted the month they are closed.	
Levels of Disaggregation:	
Geographic	
Calculation:	Report Structure:
(# of trouble reports with a status of “No Access” ÷ Total dispatched customer trouble reports) * 100	Reported for CLEC, all CLECs, SBC/Ameritech, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
UNE Field Work Parity compared to SBC/Ameritech Field Work (N, T, and C order types - Res and Bus Combined).	

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WI 9 Percent Facility Modification Orders	
Definition:	
Percentage of orders requiring Facility Modification	
Exclusions:	
Orders not requiring Facility modification notification.	
Business Rules:	
The total number of orders requiring facility modification reflected as a percentage of all orders completed in the period. (DSL with Lineshare orders do not utilize the FMOD process.)	
Levels of Disaggregation:	
• 8.0 dB Loops -- Without Test Access • . BRI Loop With Test Access • DS1 Loop With Test Access • Dedicated Transport -- DS1 -- DS3 • Dark Fiber • DSL Loops -- No Line Sharing	
Calculation:	Report Structure:
(# of FMOD UNEs ÷ Total UNEs installed) *100	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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CLEC WI 1 Average Delay in Original FOCs Due Dates Due to Delay Notices (Issue F)	
Definition:	
Measures average amount of delay from original FOC due dates to date of actual provisioning for all FOCs that are delayed.	
Exclusions:	
None	
Business Rules:	
Measured from original FOC due date.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Actual completion date – original FOC due date) ÷ (Total number of orders with delay notices)	Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

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CLEC WI 4 Accuracy of Processing CLEC Corrections Based on Review of Directory Information (Issue L)						
Definition:						
Measures number of errors in final review and in printed directory that were not corrected after notice by CLEC of needed correction.						
Exclusions:						
Listings with incorrect information submitted by CLEC.						
Business Rules:						
Directory listings are submitted for a first review (first pre-BOC), and then after corrections are made, for a final review (second pre-BOC) prior to publication. The first pre-BOC will be provided 45 calendar days in advance of the directory close date. The second pre-BOC, if requested, will be provided 15 calendar days in advance of directory close. CLECs will be required to request the second pre-BOC 30 calendar days before the directory close date. In order for changes from the first pre-BOC to be entered on the second pre-BOC, CLECs must provide those changes not less than 4 business days before the delivery of the second pre-BOC. This is measured on a per-book basis.						
Levels of Disaggregation:						
- First Pre-BOC - Second Pre-BOC						
Calculation:				Report Structure:		
(# of listings without errors after correction requested ÷ Total updates submitted) *100				Reported for CLEC, all CLECs for facility-based providers, and SBC/Ameritech Affiliate.		
Measurement Type:						
If the benchmark is not met for corrections requested after the first review, the \$200 charge for the second pre-BOC will be waived by AAS. If the Benchmark is not met for corrections requested after the second pre-BOC, the remedy will be						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	None	None	None	None	None	
Benchmark:						
For corrections requested in the review of the first pre-BOC 95% must be corrected in the second pre-BOC						
For corrections noted in the review of the second pre-BOC 99% of those corrections requested initially must be corrected in the final published directory.						

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CLEC WI 5 Percentage of protectors not moved after technician visit (Issue O)						
Definition:						
Measures the percentage of times that a CLEC has to call SBC/Ameritech to replace a protector with a NID and move it to the outside of the house, where there has been an SBC/Ameritech technician at the premises within the last 30 days.						
Exclusions:						
None						
Business Rules:						
If a CLEC is required to call SBC/Ameritech to replace a protector with a NID and move it to the outside of a structure when SBC/Ameritech has worked at that premises within 30 days of the report.						
Levels of Disaggregation:						
None						
Calculation:				Report Structure:		
(Total number of CLEC service calls to move a NID ÷ Number of CLEC calls to move a NID where an SBC/Ameritech technician had been on site within the last 30 days) *100				Reported for CLEC, and all CLECs		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
Less than 3%.						

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CLEC WI 6 FMOD Process: Percent Form A Received Within the Interval Ordered by the Commission.						
Definition:						
Measures the percentage of FMOD orders where Form A is issued within the interval ordered by the Commission.						
Exclusions:						
- Weekends and Holidays - Loop Qualified Orders requiring modification						
Business Rules:						
Under the revised FMOD policy issued 10/27, the FMOD process commences with Form A being issued by SBC/Ameritech. Form A must be received by the CLEC within the interval ordered by the Commission. Measured from date and time of initial FOC to send time of Form A. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
8.0 dB Loops -- Without Test Access - BRI Loop With Test Access - DS1 Loop With Test Access - Dedicated Transport -- DS1 -- DS3 - Dark Fiber - DSL Loops -- No Line Sharing						
Calculation:				Report Structure:		
(# of FMOD orders where Form A issued within 24 hours ÷ Total # FMOD orders) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95 %						

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CLEC WI 7 FMOD Process: Percent Forms B, C, D, and E Received Within 72 Hours of Form A						
Definition:						
Measures the percentage of FMOD orders where Forms B, C, D, and/or E are issued within 72 hours of Form A.						
Exclusions:						
- Weekends and Holidays - Loop Qualified Orders requiring modification.						
Business Rules:						
Measured from issuance of form A to receipt of Form B, C, D, and/or E. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
8.0 dB Loops - Without Test Access - BRI Loop With Test Access - DS1 Loop With Test Access - Dedicated Transport - DS1 - DS3 - Dark Fiber - DSL Loops - No Line Sharing <u>NOTE:</u> The above disaggregations are also reported for: - Form B - Form C - Form D - Form E						
Calculation:				Report Structure:		
(# of FMOD orders where Form B, C, D, E issued within 72 hours ÷ Total # FMOD orders) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95%						

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CLEC WI 8 FMOD Process: Form B - Percent FOC with New Due Date Returned Within 24 Hours						
Definition:						
Form B is for Complex modifications. This measures the percent of time SBC/Ameritech issues the FOC with the new due date within: (a) 24 hours of SBC/Ameritech’s receipt of the CLEC authorization of the complex modification charges; or (b) if no confirmation of Form B is required from the CLEC, within 24 hours of Form B being sent.						
Exclusions:						
▪ FMOD orders resulting in Forms C, D, and E. ▪ Loop Qualified Orders requiring modification ▪ Weekends and Holidays						
Business Rules:						
Measured from the time that SBC/Ameritech receives the authorization of charges by the CLEC via Form B. Calculation reflects a 24-hour rolling clock, hours between 12:00 a.m. Monday and 11:59 p.m. Friday. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
• 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • DS1 Loop With Test Access • Dedicated Transport -- DS1 -- DS3 • Dark Fiber • DSL Loops -- No Line Sharing						
Calculation:				Report Structure:		
(# of FMOD orders where Form B, issued and FOC with new due date returned within 24 hours ÷ Total # FMOD orders where form B issued) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	Med	Med	Med	Med	Med	
Benchmark:						
95%						

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CLEC WI 9 FMOD Process: Percent Form C Quote Returend Within the Interval Ordered by the Commission						
Definition:						
Form C involves orders where provisioning is through ILDC or RSU. This measures the percentage of orders involving Form C where SBC/Ameritech returns the quote for the work within the interval ordered by the Commission.						
Exclusions:						
FMOD orders resulting in Forms B, D or E.						
Business Rules:						
Measured from the time Form C is accepted. For loop qualified orders requiring modification. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
8.0 dB Loops -- Without Test Access - BRI Loop With Test Access - DS1 Loop With Test Access - Dedicated Transport -- DS1 -- DS3 - Dark Fiber - DSL Loops -- No Line Sharing						
Calculation:				Report Structure:		
# of FMOD orders where Form C accepted and quote issued within 30 calendar days ÷ Total # FMOD orders where form C accepted) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	
Benchmark:						
95%						

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CLEC WI 11 FMOD Forms B, C, D, Percentage of Due Dates Met						
Definition:						
Measures the percentage of due dates met when FMOD process invoked						
Exclusions:						
- Weekends and Holidays - Loop Qualified Orders requiring modification						
Business Rules:						
Based on the first revised due date. Subsequent modifications to the due date will count as a missed due date. (DSL with Lineshare orders do not utilize the FMOD process.)						
Levels of Disaggregation:						
8.0 dB Loops -- Without Test Access - BRI Loop With Test Access - DS1 Loop With Test Access - Dedicated Transport -- DS1 -- DS3 - Dark Fiber - DSL Loops -- With Line Sharing -- No Line Sharing <u>NOTE:</u> The above disaggregations are also reported for: - Form B - Form C - Form D						
Calculation:				Report Structure:		
(# of FMOD orders met ÷ Total # FMOD orders) * 100				Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.		
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	High	High	Med	High	High	
Tier 2	High	High	Med	High	High	

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Benchmark:	
<u>Parity:</u>	<u>Retail Comparison:</u>
• 8.0 dB Loops -- Without Test Access • BRI Loop With Test Access • DS1 Loop With Test Access • Dedicated Transport -- DS1 -- DS3 • Dark Fiber • DSL Loops -- With Line Sharing -- No Line Sharing	POTS (Res/Bus and FW) ISDN BRI DS1 & ISDN PRI DS1 DS3 DS3 Parity with SBC/Ameritech Affiliate 5% (No critical z-value applies)
<u>NOTE:</u> The above disaggregations are also reported for: • Form B • Form C • Form D	

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IN 1 Percent Loop Acceptance Testing (LAT) Completed on or Prior to the Completion Date						
Definition:						
Percent Loop Acceptance Test (LAT) completed on or prior to the completion date of the order.						
Exclusions:						
Orders where LAT not requested LAT requests when the CLEC is not authorized to seek LATs Orders where CLEC causes delay in the LAT						
Business Rules:						
Loop Acceptance Test is where an SBC/Ameritech Technician (Frame/Field as appropriate) is requested <u>via an LSR</u> to complete a Loop Acceptance Test. Loop Acceptance Test is completed on or before order completion date. The SBC/Ameritech Technician will contact the CLEC via the LOC. The Tech will complete a series of tests with the CLEC to validate continuity of the loop for acceptance by the CLEC. This measure will include canceled orders where the LAT was completed and the CLEC chose not to accept the loop the cancel was due to an SBC/Ameritech cause after the due date but prior to the LAT						
Levels of Disaggregation:						
DSL Loops without Line Sharing						
Calculation:			Report Structure:			
(Orders where LAT was requested and performed on or before the Completion Date ÷ Total # of Orders where LAT was requested)*100			Reported for CLEC, all CLECs, and SBC/Ameritech Affiliate.			
Measurement Type:						
	IL	IN	MI	OH	WI	
Tier 1	Low	Low	Med	Low	Low	
Tier 2	None	None	None	None	None	
Benchmark:						
90% LAT on or before the Completion Date						

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Attachment One

Advanced and Nascent Services

1.0 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, Ameritech will make increased voluntary payments to the Illinois State Treasury on those measurements listed under “Qualifying Measurements” below. Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

2.0 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

3.0 Qualifying Measurements:

Provisioning Measurements:

- PMs 28, 44, 56 – Percent Installs Completed Within Customer Requested Due Date
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

4.0 The increased voluntary payments referenced in section 1.0 will be made only if Ameritech fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

5.0 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where Ameritech has failed to provide parity or benchmark performance for

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3 consecutive months. If Ameritech fails to provide parity or benchmark performance in Illinois for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

- 6.0 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the Illinois State Treasury. However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then Ameritech shall calculate the payments to be made in addition to the normal payment to the Illinois State Treasury by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.
- 7.0 Any payments made hereunder shall be subject to the annual threshold set forth in the remedy plan.

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Attachment Two

Performance Measures with Remedy Limits

Measurements That Are Subject to Per Occurrence Damages or Assessment With a Cap

1. Percent Response Received Within "X" Seconds – OSS Interfaces (PM 2)
2. Percent Firm Order Confirmations (FOCs) Received Within "X" Hours/Days (PM 5)
3. Percent Mechanized Completions Returned Within One Day of Work Completion (PM 7.1)
4. Percent Rejects Returned Within “X” Hours (PM 10)
5. Mechanized Provisioning Accuracy (PM 12)
6. Order Process Percent Flow Through (PM 13)
7. Percent of Accurate and Complete Formatted Mechanized Bills Via EDI or BDT (PM 15).
8. Percent of Usage Records Transmitted Correctly (PM 16)
9. Billing Completeness (PM 17)
10. Billing Timeliness (Wholesale Bill) (PM 18)
11. Percent Trunk Blockage (Call Blockage) (PM 70)
12. Percent Completion Notifications Returned Within ‘X’ Hours of Completion of Maintenance Trouble Ticket (PM MI14)

Measurements That Are Subject To Per Measure Damages or Assessments

1. OSS Interface Availability (PM 4)
2. Local Service Center (LSC) Grade Of Service (GOS) (PM 22)
3. Local Operations Center (LOC) Grade of Service (GOS) (PM 25)
4. Common Transport Trunk Blockage (PM 71)
5. Directory Assistance Average Speed of Answer (PM 80)
6. Operator Services Speed of Answer (PM 82)
7. Percent NXXs Loaded and Tested Prior to the LERG Effective Date (PM 117)
8. Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days (PM 121)

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Attachment Three

Performance Measures Subject to Tier 1 and Tier 2 Damages/Assessments Identified as High, Medium, and Low

Note: For the State of Michigan, Performance Measures Subject to Tier 1 and Tier 2 Damages are at the Medium level.

Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
Low	Med	High	Low	Med	High

Pre-Ordering/Ordering

1.1 Average Response Time For Manual Loop Make-Up Information	✓	-	-	-	X	-
1.3 Accuracy of Actual Loop Makeup Information provided for DSL Orders	✓	-	-	-	X	-
2. Percent Responses Received Within "X" Seconds-OSS Interfaces	✓	-	-	-	X	-
4. OSS Interface Availability	-	-	-	-	-	X
5. % Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days	✓	-	-	-	X	-
5.2 Percentage of Unsolicited FOCs by Reason Code	-	-	-	-	-	-
6. Average Time To Return FOC	-	-	-	-	-	-
7. % Mechanized Completions Ret'd w/i 1 Hr of Completion in Ordering System	-	-	-	-	-	-
7.1 Percent Mechanized Completions Returned Within 1 Day Of Work Completion	✓	-	-	-	-	-
8. Average Time to Return Mechanized Completions	-	-	-	-	-	-
9. Percent Rejects	-	-	-	-	-	-
10. Percent Mechanized Rejects Returned Within "X:" Hours	-	✓ -	-	-	-	-
10.4 Percent of Orders Given Jeopardy Notices	-	-	-	-	-	-
11. Mean Time to Return Mechanized Rejects	-	-	-	-	-	-
12. Mechanized Provisioning Accuracy	✓	-	-	X	-	-
13. Order Process Percent Flow Through	✓	-	-	-	-	X
13.1 Total Order Process Flow Through	-	-	-	-	-	-

Billing

14. Billing Accuracy	-	-	-	-	-	-
15. Percent of Accurate And Complete Formatted Mechanized Bills	✓	-	-	-	-	X

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
16. Percent Of Billing Records Transmitted Correctly	✓	-	-	-	-	-
17. Billing Completeness	✓	-	-	-	X	-
18. Billing Timeliness (Wholesale Bill)	✓	-	-	-	-	X
19. Daily Usage Feed Timeliness	-	-	-	-	-	-
20. Unbillable Usage	-	-	-	-	-	-

Miscellaneous Administrative

21.1 Average Time Placed on Hold at LSC	-	-	-	-	-	-
22. LSC Grade Of Service (GOS)	-	-	-	-	-	X
22.1. Mechanized Customer Production Support Center Grade of Service	-	-	-	-	-	-
24.1 Average Time Placed on Hold at LOC	-	-	-	-	-	-
25. LOC Grade Of Service (GOS)	-	-	-	-	-	X

Provisioning – Resale POTS and UNE-P

27. Mean Installation Interval	-	-	-	-	-	-
28. Percent POTS/UNE-P Installations Completed Within the Customer Requested Due Date	-	-	✓	-	-	X
29. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
30. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
32. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
33. Percent SBC/Ameritech Caused Missed Due Dates greater than 30 days	-	-✓	-	-	-	-
35. Percent Trouble Reports Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
35.1 Percent UNE-P Trouble Reports On the Completion Date	-	-	-	-	-	-

Maintenance – Resale POTS and UNE-P

37. Trouble Report Rate	-	-	-	-	-	-
37.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	X
38. Percent Missed Repair Commitments	-	-	✓	-	-	X

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
39. Receipt To Clear Duration	-	-	✓	-	-	X
40. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
41. Percent Repeat Reports	-	-	✓	-	-	X
42. Percent No Access (Percent of Trouble Reports with No Access)	-	-	-	-	-	-

Provisioning – Resale Specials

43. Average Installation Interval	-	-	-	-	-	-
44. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
45. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
46. Percent Trouble Reports Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
47. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
48. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
49. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
50. Percent SBC/Ameritech Caused Missed Due Dates > 30 days		-✓	-	-	-	-

Maintenance – Resale Specials

52. Mean Time To Restore	-	-	✓	-	-	X
53. Percent Repeat Reports	-	-	✓	-	-	X
54. Failure Frequency		-	-	-	-	-
54.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	

Provisioning – UNE

55. Average Installation Interval	-	-	-	-	-	-
55.2 Average Installation Interval - LNP w/ Loop	-	-	-	-	-	-
55.3 Percent DSL-capable loop orders requiring the removal of load coils and/or repeaters.	-	-	-	-	-	-
56. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
56.1. Percent Installations Completed Within the Customer Requested Due Date for Loop with LNP	-	-	✓	-	-	X

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	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
58. Percent SBC/Ameritech Caused Missed Due Dates	-	-	-	-	-	-
59. Percent Trouble Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
60. Percent SBC/Ameritech Missed Due Dates Due To Lack Of Facilities	-	-	✓	-	-	X
61. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
62. Average Delay Days For SBC/Ameritech Missed Due Dates	-	-	-	-	-	-
63. Percent SBC/Ameritech Caused Missed Due Dates > 30 days		✓ -	-	-	-	-

Maintenance – UNE

65. Trouble Report Rate						
65.1 Trouble Report Rate Net of Installation and Repeat Reports	-	-	✓	-	-	X
66. Percent Missed Repair Commitments	-	-	✓	-	-	X
67. Mean Time To Restore	-	-	✓	-	-	X
68. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
69. Percent Repeat Reports	-	-	✓	-	-	X

Interconnection Trunks

70. Percent Trunk Blockage (Call Blockage)	-	-	✓	-	-	X
70.1 Trunk Blockage Exclusions	-	-	-	-	-	-
70.2 Percent Trunk Blockage (Trunk Groups)	-	-	-	-	-	-
71. Common Transport Trunk Blockage	-	-	-	-	-	X
73. Percent Installations Completed Within Customer Requested Due Date	-	-	✓	-	-	X
74. Average Delay Days For Missed Due Dates	-	-	-	-	-	-
75. Percent SBC/Ameritech Caused Missed Due Dates greater than 30 days		-✓	-	-	-	-
76. Average Trunk Restoration Interval	✓	-	-	-	-	-
77. Average Trunk Restoration Interval for Service Affecting Trunk Groups	-	-	✓	-	-	X
78. Average Interconnection Trunk Installation Interval	-	-	-	-	-	-

Directory Assistance and Operator

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

Services

79. Directory Assistance Grade Of Service	-	-	-	-	-	-
80. Directory Assistance Average Speed Of Answer	-	-	-	X	-	-
81. Operator Services Grade Of Service	-	-	-	-	-	-
82. Operator Services Average Speed Of Answer	-	-	-	X	-	-
83. Percent Calls Abandoned	-	-	-	-	-	-

Local Number Portability (LNP)

91. Percent LNP Only Orders within the Customer Requested Due Date	-	-	✓	-	-	X
92. Percent of Time the Old Service Provider Releases Subscription Prior to the Expiration of the Second 9-hour timer	-	-	-	-	-	-
93. Percent of time Customer Accounts Restructured by the LNP Only Completion Date	✓	-	-	-	-	-
96. Percent Premature Disconnects for LNP Orders	✓	-	-	-	-	-
97. Percent of Time SBC/Ameritech applies the 10-digit Trigger Prior to the LNP Order Due date.	-	-	✓	-	-	X
98. Percent LNP Trouble Reports within 30 days of Installation	-	-	✓	-	-	X
99. Average Delay Days for SBC/Ameritech Missed Due Dates.(For Stand-Alone LNP Orders)	-	-	-	-	-	-
100. Average Time of Out of Service for LNP conversions	-	-	✓	-	-	X
101. Percent Out of Service < 60 Minutes	-	✓	-	-	X	-

911

102. Average Time To Clear Errors (Facility Based Providers)	✓	-	-	-	-	-
103. Percent Accuracy for 911 database updates (Facility Based Providers)	✓	-	-	-	-	-
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓	-	-	-	-	-
104.1 The Average Time it takes to Unlock the 911 record	-	-	-	-	-	-

Poles, Conduit, and Rights of Way

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

105. Percentage of requests processed within 35 days	✓	-	-	-	-	-
106. Average Days Required to Process a Request	-	-	-	-	-	-

Collocation

107. Percentage Missed Collocation Due Dates	-	-	✓	-	-	X
108. Average Delay Days For SBC/Ameritech Missed Due Dates	✓	-	-	-	-	-
109. Percent of requests processed within the tariffed timelines	✓	-	-	-	-	-

Directory Assistance Database

110. Percentage of updates completed into the DA Database within 72 Hours for Facility Based CLECs	✓	-	-	-	-	-
111. Average Update Interval for DA database for facility based CLECs	✓	-	-	-	-	-
112. Percentage DA Database Accuracy For Manual Updates	✓	-	-	-	-	-
113. Percentage of Electronic Updates that Flow Through the update process without Manual intervention	✓	-	-	-	-	-

Coordinated Conversions

114. Percent Pre-mature Disconnects (Coordinated Cutovers)	-	-	✓	-	-	X
114.1 CHC/FDT LNP w/Loop Provisioning Interval	-	✓	-	-	X	-
115. Percentage of SBC/Ameritech caused delayed Coordinated Cutovers	✓	-	-	-	-	-
115.1 Percent Provisioning Trouble Reports	-	-	✓	-	-	X
115.2 Percent Mean Time to Restore - Provisioning Trouble Reports (PTR)	-	-	-	-	-	-

NXX

117. Percent NXXs loaded and tested prior to the LERG effective date	-	-	✓	-	-	X
118. Average Delay Days for NXX loading and testing	✓	-	-	-	-	-
119. Mean Time to Repair	-	-	✓	-	-	X

Bona Fide Request Process (BFRs)

120. Percentage of requests processed	-	-	-	-	-	-
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SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
within 45 business days						
121. Percentage of Quotes Provided for Authorized BFRs within 30 business days	-	-	✓	-	-	X

Additional Measures

124. Timely Resolution of Significant Software Failures Related With Releases	-	-	✓	-	-	X
124.1 Test Environment Availability	-	-	-	-	-	-
MI-2 Percentage of Orders Given Jeopardy Notices within 24 Hours of the Due Date	✓ -	-	-	-	-	-
MI-3 Coordinated Conversions Completed within One Hour of the Scheduled Time	-	-	-	-	-	-
MI-4 Average Time to Provide a Collocation Arrangement	-	-	-	-	-	-
MI-5 Structure Requests Completed Outside of Interval	-	-	-	-	-	-
MI-9 Percent Missing FOCs	-	-	-	-	-	-
MI-10 Percent Time-Out Transactions	-	-	-	-	-	-
MI-11 Average Interface Outage Notification	-	-	-	-	-	-
MI-12 Average Time to Clear Service Order Areas	-	-	-	-	-	-
MI-13 Percent Mechanized Line Loss Notifications returned within 1 Day of Work Completion	✓	-	-	X	-	-
MI-13.1 Average Delay Days for Mechanized Line Loss Notifications	-	-	-	-	-	-
MI-14 Percent Completion Notifications Returned within "X" Hours of Completion of Maintenance Trouble Tickets	✓	-	-	-	-	-
MI-15 Change Management	-	-	-	X	-	-
MI-16 Percentage Rejected Query Notices	-	-	-	-	-	-
WI-1 Percent No-Access for UNE Loops - Provisioning	-	-	-	-	-	-
WI-2 Percent of Trouble Reports with No Access for UNE Loops - Maintenance	-	-	-	-	-	-
WI-9 Percent Facility Modification Orders	-	-	-	-	-	-
C WI-1 Average Delay In Original FOC Due Date Due to FMOD Delay Notice	-	-	-	-	-	-

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
C WI-4 Accuracy of Processing CLEC Corrections Based on Review of Directory Information	-	-	✓	-	-	-
C WI-5 Percentage of Protectors Not Moved After Technician Visit	-	-	✓	-	-	X
C WI-6 Percent Form A Received Within the Interval Ordered by the Commission (FMOD)	-	-	✓	-	-	X
C WI-7 Percent Forms B, C, D, and E Received Within 72 Hours of Form A (FMOD)	-	-	✓	-	-	X
C WI-8 Percent FOC with New Due Date Returned Within 24 Hours of Form B (FMOD)	✓	-	-	-	✓	-
C WI-9 Percent Form C Quote Returned Within the Interval Ordered by the Commission (FMOD)	-	-	✓	-	-	X
C WI-11 Percentage of Due Dates Met (FMOD)	-	-	✓	-	-	X
IN-1 Percent Loop Acceptance Testing (LAT) Completed on or prior to the Completion Date	✓ -	-	-	-	-	-

SBC/AMERITECH PERFORMANCE MEASUREMENT USER GUIDE

Attachment Four

Percentage of Missed Collocation Due Dates Damages and Assessments Methodology

The following methodology will apply in calculating Tier 1 liquidated damages and Tier 2 assessments for the percentage of missed collocation due dates measurement.

Tier 1:

1. The benchmark will be 95% of Collocations completed within the due date. For example, if a CLEC has 30 collocations complete in the study month, Ameritech can miss one due date and still be in compliance. In this case no damages would apply. If, two due dates out of 30 were missed, Ameritech would be out of compliance. In this case, damages would be payable on the number of collocations required to be back within the 95% benchmark.
2. Damages are calculated based on the percentage of days that Ameritech misses the due date using the per occurrence values in the business rules, multiplied by the number of days from completion to due date.
3. In order to determine which collocations to use in the damage calculation, the missed collocation due dates will be ranked based on the number of days missed from highest to lowest. Ameritech will pay damages on the highest number of days missed until the number of collocations missed is within the benchmark. For example, if there were three misses which had missed days of 20, 15 and three, Ameritech would pay damages on 35 (20+15) missed days. In this example, Ameritech would pay $35 \times (95\% - 90\%) \times 150 = \262.50
4. Should a remedy plan in effect call for the use of the K-table, the collocation measurement will be used in the determination of the "K" number of allowances (based on the number of collocations). In addition, it may also be excluded as defined in the business rules in the order of progression also contained there. The number of underlying data points used for the purposes of determining the order of exclusion will be the same total days late for collocation projects calculated above (35 in the previous example). Should a remedy plan not include the K-table component, this paragraph #4 is not applicable.
5. All collocation completions in a month will be considered for the calculation of liquidated damages.
6. The critical Z-value will not be subtracted from the benchmark to determine compliance.

Tier 2:

1. Assessments will be applicable when the measurement has been out of compliance for three consecutive months for the aggregate of all CLEC collocations.
2. Compliance will be defined as described in the Tier 1 damages above.
3. If assessments are applicable, the rolling three month average for days missed will be used to calculate the total assessments payable to the State Treasury.

SCHEDULE - LAWFUL UNE COMBINATIONS (Indiana)

Prem to Prem

2-Wire Analog Loop to 2-Wire Analog Loop (same wire center)

2-Wire Digital Loop to 2-Wire Digital Loop (same wire center)

4-Wire Analog Loop to 4-Wire Analog Loop (same wire center)

2-Wire Analog Loop to 4-Wire Analog Loop (same wire center)

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:**Date Prepared**

APPENDIX PRICING (KANSAS)

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APPENDIX PRICING (KANSAS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC-owned ILEC doing business in Kansas.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC KANSAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC KANSAS** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC KANSAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC KANSAS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

<u>Zone:</u>	<u>Rate Group</u>	<u>Description:</u>
Zone 1	1, 2, and 3	0-5,999
Zone 2	4 and 5	6,000-99,999
Zone 3	6, 7, and 8	Greater than 100,000

- 1.9 SBC KANSAS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC KANSAS may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated

pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC KANSAS** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC KANSAS**' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC KANSAS**' current generic contract rate for the Product or Service set forth in **SBC KANSAS**' applicable state-specific generic pricing schedule as published on **SBC KANSAS**' CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC KANSAS** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 **SBC KANSAS**' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC KANSAS**' right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC KANSAS** for that Product or Service and incorporated into **SBC KANSAS**' current state-specific generic pricing schedule as published on **SBC KANSAS**' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC KANSAS** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC KANSAS** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC KANSAS** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 **SBC KANSAS**' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC KANSAS**' right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service

period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.

- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC KANSAS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC KANSAS will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC KANSAS network, without any changes to SBC KANSAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC KANSAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

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

	A	B	C	D	E	F	G	H	I	J	K	L
	Date of Last Update	Effective Date	Agreement Type	Appendix	Product Type Group	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)	Source of Rate
1			Interconnection	UNE	#VALUE!	Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 20.49	\$ 10.25	
2							2-Wire Analog Zone 1 (Rural)	U21	\$ 23.34	\$ 28.45	\$ 13.55	
3							2-Wire Analog Zone 2 (Suburban)	U21	\$ 13.64	\$ 28.45	\$ 13.55	
4							2-Wire Analog Zone 3 (Urban)	U21	\$ 11.86	\$ 28.45	\$ 13.55	
5							2-Wire Analog Zone 1 (Rural)	RB9	\$ 23.34	NA	NA	
6							2-Wire Analog Zone 2 (Suburban)	RB9	\$ 13.64	NA	NA	
7							2-Wire Analog Zone 3 (Urban)	RB9	\$ 11.86	NA	NA	
8							Conditioning for dB loss from 8db to 5db	UL2	\$ 7.81	\$ 22.76	\$ 8.58	
9							4-Wire Analog Zone 1(Rural)	U4H	\$ 41.76	\$ 47.60	\$ 23.00	
10							4-Wire Analog Zone 2 (Suburban)	U4H	\$ 23.94	\$ 47.60	\$ 23.00	
11							4-Wire Analog Zone 3 (Urban)	U4H	\$ 19.44	\$ 47.60	\$ 23.00	
12							2-Wire Digital Zone 1(Rural)	U2Q	\$ 40.69	\$ 15.03	\$ 6.22	
13							2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 29.50	\$ 15.03	\$ 6.22	
14							2-Wire Digital Zone 3 (Urban)	U2Q	\$ 32.66	\$ 15.03	\$ 6.22	
15							2-Wire Digital Zone 1(Rural)	RB8	\$ 40.69	NA	NA	
16							2-Wire Digital Zone 2 (Suburban)	RB8	\$ 29.50	NA	NA	
17							2-Wire Digital Zone 3 (Urban)	RB8	\$ 32.66	NA	NA	
18							2 Wire Analog -Non Recurring Charge Zone 1-:	NRFR1	NA	\$ 28.45	\$ 13.55	
19							2 Wire Digital -Non Recurring Charge Zone 1-:	NRFR3	NA	\$ 15.03	\$ 6.22	
20							DS1 Loop Zone 1(Rural)	U4D1X	\$ 88.48	NA	NA	
21							DS1 Loop Zone 2 (Suburban)	U4D1X	\$ 70.26	NA	NA	
22							DS1 Loop Zone 3 (Urban)	U4D1X	\$ 64.78	NA	NA	
23							DS1 Loop Zone 1(Rural)	RB6	\$ 88.48	\$ 68.40	\$ 27.25	
24							DS1 Loop Zone 2 (Suburban)	RB6	\$ 70.26	\$ 68.40	\$ 27.25	
25							DS1 Loop Zone 3 (Urban)	RB6	\$ 64.78	\$ 68.40	\$ 27.25	
26							4 Wire Digital -Non Recurring Charge Zone 1-:	NRFR4	NA	\$ 68.40	\$ 27.25	
27							DS3 Loop Zone 1 (Rural)	U4D3X	\$ 953.29	\$ 776.69	\$ 343.67	
28							DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 946.01	\$ 776.69	\$ 343.67	
29							DS3 Loop Zone 3 (Urban)	U4D3X	\$ 709.30	\$ 776.69	\$ 343.67	
30				DSL	0	DSL Capable Loops						
31					1	2-Wire xDSL Loop	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 23.34	\$ 28.45	\$ 13.55	
32							PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 13.64	\$ 28.45	\$ 13.55	
33							PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 11.86	\$ 28.45	\$ 13.55	
34							PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 23.34	\$ 28.45	\$ 13.55	
35							PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 13.64	\$ 28.45	\$ 13.55	
36							PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 11.86	\$ 28.45	\$ 13.55	
37							PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 23.34	\$ 28.45	\$ 13.55	
38							PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 13.64	\$ 28.45	\$ 13.55	
39							PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 11.86	\$ 28.45	\$ 13.55	
40							PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 23.34	\$ 28.45	\$ 13.55	
41							PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 13.64	\$ 28.45	\$ 13.55	
42							PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 11.86	\$ 28.45	\$ 13.55	
43							PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 23.34	\$ 28.45	\$ 13.55	
44							PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 13.64	\$ 28.45	\$ 13.55	
45							PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 11.86	\$ 28.45	\$ 13.55	
46							PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 23.34	\$ 28.45	\$ 13.55	
47							PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 13.64	\$ 28.45	\$ 13.55	
48							PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 11.86	\$ 28.45	\$ 13.55	
49					1	4-Wire xDSL Loop	PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 41.76	\$ 47.60	\$ 23.00	
50							PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 23.94	\$ 47.60	\$ 23.00	
51							PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 19.44	\$ 47.60	\$ 23.00	
52												
53					0	IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 32.21	\$15.03	\$ 6.22	
54							IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 18.82	\$15.03	\$ 6.22	
55							IDSL Loop Zone 3 (Urban)	UY5FX	\$ 16.37	\$15.03	\$ 6.22	
56												
57					0	Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.06	N/A	
58							Loop Qualification Process - Manual	NRBXU	N/A	\$ 25.65	N/A	
59												

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60							Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
61					0	DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$610.45	N/A	
62							Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$610.45	N/A	
63							Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$0.00	\$ -	
64							Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$849.59	N/A	
65							Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$790.35	N/A	
66							Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ -	\$ -	
67							Removal of Excessive Bridged Taps	NRBXW	None	\$748.54	N/A	
68							Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$552.22	N/A	
69							Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$0.00	\$0.00	
70							Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$1,108.76	N/A	
71							Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$750.96	N/A	
72							Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$0.00	\$0.00	
73							Removal of Load Coils	NRBXZ	None	\$883.94	N/A	
74							Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$567.37	N/A	
75							Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ -	\$ -	
76						Removal of All Bridged Tap			None			
77						RABT- MMP			None			
78							Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	552.22	None	
79							Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	936.67	None	
80							Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	552.22	\$ 552.22	
81							Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	552.22	\$ 552.22	
82					0	DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 3.26	\$ 17.29	\$ 9.90	
83							2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 0.24	\$ 13.69	\$ 7.43	
84					0	LST	LST performed on CODSLAM Loop	URCLD	none	\$ 186.32	None	
85							LST performed on Sub Loop	URCLB	none	\$ 170.17	None	
86							Simple LST in the Feeder Cable ***4	PENDING	None	\$51.45	\$ 24.60	
87							Simple LST in the Distribution Cable ***4	PENDING	None	\$39.45	\$ 18.46	
88							Complex LST in the Feeder Cable ***4	PENDING	None	\$102.85	\$ 74.17	
89							Complex LST in the Distribution Cable ***4	PENDING	None	\$90.85	\$ 68.04	
90												
91												
92				UNE	0	Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.47	\$ 17.29	\$ 17.29	
93							2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 0.24	\$ 17.29	\$ 17.29	
94							4-Wire Analog Loop to Collocation	UCXC4	\$ 2.95	\$ 41.63	\$ 35.73	
95							4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 0.48	\$ 41.63	\$ 35.73	

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96							2-Wire Digital Loop to Collocation	(UCXC2) Pending	\$ 2.95	\$ 17.29	\$ 17.29	
97							2-Wire Digital Loop to Collocation (without testing)	(UCXD2) Pending	\$ 0.48	\$ 17.29	\$ 17.29	
98							2-wire Analog Loop to Analog Line Port	UDLX2	\$1.47	NA	NA	
99							2-wire Analog Loop to Analog DID Trunk Port	under development	\$1.47	\$ 35.83	\$ 29.44	
100							2-wire Digital Loop to ISDN BRI Line Port	RECB2	\$1.47	NA	NA	
101							2 Wire Analog Loop to Analog Line Port -Non Recurring Charge	NFRF5	NA	\$ 35.83	\$ 29.44	
102							2 Wire Digital Loop to ISDN BRI Line Port -Non Recurring Charge	NFRF7	NA	\$ 35.83	\$ 29.44	
103							DS1 Loop to Collocation	UDLY4	\$ 11.30	\$ 46.65	\$ 32.15	
104							DS3 Loop to collocation	UCXBX	\$ 25.64	\$ 143.08	\$ 100.07	
105					0	Sub-Loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 2.38	None	None	
106							ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.95	None	None	
107							ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 2.64	None	None	
108							ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 40.50	None	None	
109							ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 13.53	None	None	
110							ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 9.58	None	None	
111							ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 45.29	None	None	
112							ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 18.00	None	None	
113							ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAR	\$ 13.78	None	None	
114							SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 38.64	None	None	
115							SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 12.02	None	None	
116							SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 7.43	None	None	
117							SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 43.43	None	None	
118							SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 16.49	None	None	
119							SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 11.63	None	None	
120							Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 4.92	None	None	
121							Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 4.60	None	None	
122							Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 4.33	None	None	
123							ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 4.76	None	None	
124							ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 3.89	None	None	
125							ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 5.28	None	None	
126							ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 81.01	None	None	
127							ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 27.06	None	None	

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128							ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 19.17	None	None	
129							ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 90.58	None	None	
130							ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 36.00	None	None	
131							ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 27.56	None	None	
132							SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 77.28	None	None	
133							SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 24.05	None	None	
134							SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 14.86	None	None	
135							SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 86.85	None	None	
136							SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.99	None	None	
137							SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 23.26	None	None	
138							Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 9.84	None	None	
139							Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 9.20	None	None	
140							Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 8.66	None	None	
141							ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 2.37	None	None	
142							ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.94	None	None	
143							ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 2.60	None	None	
144							ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 40.50	None	None	
145							ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 13.53	None	None	
146							ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 9.54	None	None	
147							ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 45.29	None	None	
148							ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.00	None	None	
149							ECS to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCR	\$ 13.74	None	None	
150							SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 38.63	None	None	
151							SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 12.02	None	None	
152							SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 7.39	None	None	
153							SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 43.42	None	None	
154							SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 16.49	None	None	
155							SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 11.58	None	None	
156							Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.92	None	None	
157							Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.60	None	None	

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158							Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 4.33	None	None	
159							ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 4.75	None	None	
160							ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 3.89	None	None	
161							ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 5.19	None	None	
162							ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 81.00	None	None	
163							ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 27.05	None	None	
164							ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 19.08	None	None	
165							ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 90.57	None	None	
166							ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 35.99	None	None	
167							ECS to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGR	\$ 27.48	None	None	
168							SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 77.27	None	None	
169							SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 24.04	None	None	
170							SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 14.77	None	None	
171							SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 86.84	None	None	
172							SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 32.98	None	None	
173							SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 23.17	None	None	
174							Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 9.84	None	None	
175							Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 9.20	None	None	
176							Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 8.66	None	None	
177					0	Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 295.96	\$ 112.32	
178							Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 296.99	\$ 113.36	
179							Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 295.96	\$ 112.32	
180							Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 296.99	\$ 113.36	
181	Dedicated Transport (DT)						DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 51.89	\$136.65	\$ 78.80	
182							DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 44.59	\$136.65	\$ 78.80	
183							DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 40.78	\$136.65	\$ 78.80	
184							DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 46.86	\$136.65	\$ 78.80	
185							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$ 1.53	None	None	
186							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 0.72	None	None	
187							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$ 0.32	None	None	

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188							DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 0.35	None	None	
189							DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	None	\$158.10	\$ 97.75	
190							DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 596.55	\$158.10	\$ 97.75	
191							DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$ 478.64	\$158.10	\$ 97.75	
192							DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 512.30	\$158.10	\$ 97.75	
193							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	None	None	None	
194							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 17.51	None	None	
195							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	\$ 12.83	None	None	
196							DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 2.85	None	None	
197						Dedicated Transport Cross Connect	DS1 to Collocation	UCXHX	\$ 7.12	\$ 98.50	\$ 80.30	
198							DS3 to Collocation	UCXJX	\$ 25.64	\$ 68.75	\$ 50.55	
199						Multiplexing	DS1 to VG	UM4BX	\$ 119.03	\$ 288.90	\$ 187.70	
200							DS3 to DS1	UM4AX	\$ 359.83	\$ 1,736.35	\$ 1,202.10	
201						Dark Fiber	Dark Fiber - Interoffice per strand	ULYCX	\$ 74.83	\$ 340.24	\$ 340.24	
202							Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.004400	None	None	
203							Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.003850	None	None	
204							Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.003770	None	None	
205							Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 1.71	\$ 59.97	\$ 59.97	
206							Dark Fiber - Interoffice Inquiry	NR9D6	NA	\$ 656.67	\$ 656.67	
207					0	Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 0.57	\$ 92.05	\$ 73.25	
208							2-wire Analog Loop to POA - Method 2	UXRA2	\$ 0.65	\$ 92.05	\$ 73.25	
209							2-wire Analog Loop to POA - Method 3	UXRA3	\$ 0.77	\$ 92.05	\$ 73.25	
210					0	Routine Modifications	Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	NA	
211					0	Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 12.35	None	
212							Manual Change - Simple	NRBUO	None	\$ 12.35	None	
213							Manual Record - Simple	NRBUU	None	\$ 12.35	None	
214							Manual Disconnect - Simple	NRBUW	None	\$ 12.35	None	
215							Manual Suspend - Simple	NRBJZ	None	\$ 12.35	None	
216							Manual Restore - Simple	NRBJ9	None	\$ 12.35	None	
217							Manual Expedited - Simple	NRMV1	None	\$ 12.35	None	
218							Manual Customer Not Ready - Simple	NRMV5	None	\$ 12.35	None	
219							Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 12.35	None	
220							Manual New - Complex	NRBUR	None	\$ 12.35	None	
221							Manual Change - Complex	NRBUP	None	\$ 12.35	None	
222							Manual Record - Complex	NRBUV	None	\$ 12.35	None	
223							Manual Disconnect - Complex	NRBUX	None	\$ 12.35	None	
224							Manual Suspend - Complex	NRBJ7	None	\$ 12.35	None	
225							Manual Restore - Complex	NRBJ8	None	\$ 12.35	None	
226							Manual Expedited - Complex	NRMV2	None	\$ 12.35	None	
227							Manual Customer Not Ready - Complex	NRMV6	None	\$ 12.35	None	
228							Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 12.35	None	
229							Electronic New - Simple	NR9W2	None	\$ 2.35	None	
230							Electronic New - Complex	NRBGX	None	\$ 77.53	None	
231							Electronic Change - Simple	NR9GG	None	\$ 2.35	None	
232							Electronic Change - Complex	NR9G8	None	\$ 77.53	None	
233							Electronic Record - Simple	NR9GU	None	\$ 2.35	None	
234							Electronic Record - Complex	NR9G7	None	\$ 4.90	None	

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235							Electronic Disconnect - Simple	NR9GZ	None	\$ 2.35	None	
236							Electronic Disconnect - Complex	NR9G9	None	\$ 26.50	None	
237							Electronic Suspend - Simple	NRBJ5	None	\$ 2.35	None	
238							Electronic Restore - Simple	NRBJ6	None	\$ 2.35	None	
239							Electronic Expedited - Simple	NRMV7	None	\$ 2.35	None	
240							Electronic Expedited - Complex	NRMVX	None	\$ 2.35	None	
241							Electronic Customer Not Ready - Simple	NRMV9	None	\$ 2.35	None	
242							Electronic Customer Not Ready - Complex	NRMVY	None	\$ 2.35	None	
243							Electronic Due Date Change or Cancellation Simple -	NRMV8	None	\$ 2.35	None	
244							Electronic Due Date Change or Cancellation					
245							Compl:ex	NRMVZ	None	\$ 2.35	None	
246							PIC Change Charge	NRBL9	None	\$ 5.00	None	
247				Directory Assistance	0	Directory Assistance	Directory Assistance (DA) - per call	ZZUO3	\$ 0.37	None	None	
248							Directory Assistance (DA) - per call	ZZUO4	\$ 0.37	None	None	
249							Directory Assistance Call Completion (DACC) - per					
250							call	ZZUO7	\$ 0.15	None	None	
251							National Directory Assistance (NDA)	ZZUO5	\$ 0.65	None	None	
252							National Directory Assistance (NDA)	ZZUO6	\$ 0.65	None	None	
253							Directory Assistance Non-Pub Emergency Service	not applicable	\$ 2.60	None	None	
254							Directory Assistance - Branding - Initial/Subsequent					
255							Load	NRBDG	None	\$ 1,800.00	None	
256							Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None	None	
257												
258							Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 2,200.00	None	
259							Directory Assistance - Rate Reference -					
260							Subsequent Load	NRBDM	None	\$ 1,000.00	None	
261							Directory Assistance Listings (DAL)-Initial Load, per	Not				
262							listing	Applicable	None	\$ 0.0585	None	
263							Directory Assistance Listings (DAL)-Update, per	Not				
264							listing	Applicable	None	\$ 0.0585	None	
265							Directory Assistance Listings (DAL)-Non-Pub	Not				
266							Emergency Message Service	Applicable	\$ 2.60	None	None	
267							Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
268							Reverse Directory Assistance (RDA)	ZZUO8	\$ 0.65	None	None	
269							Reverse Directory Assistance (RDA)	ZZUO9	\$ 0.65	None	None	
270				Operator Services	0	Operator Services	Operated Services - Fully Automated Call					
271							Processing (Per completed automated call)	ZZUO1	0.15	None	None	
272							Operator Services - Operator Assisted Call					
273							Processing (Per work second)	ZZUO2	0.02	None	None	
274							Operator Services - Branding Initial/Subsequent					
275							Load	NRBDG	None	\$ 1,800.00	None	
							Operator Services - Branding - Per Call	ZZUCB	\$ 0.025	None	None	
							Operator Services - Rate Reference -Initial Load	NRBDL	None	\$ 2,200.00	None	
							Operator Services - Rate Reference Load	NRBDM	None	\$ 1,000.00	None	
								Not				
							Intralata Message Rating - Rate per initial load	Applicable	None	\$ 608.61	None	
							Intralata Message Rating - Rate per subsequent	Not				
							changes	Applicable	None	\$ 608.61	None	
								Not				
				OSS	0	Miscellaneous	NXX Migration- Migration Charge per NXX	Applicable	None	\$ 10,000.00	None	
							Provision of Message Detail a.k.a. Daily Usage File					
							(DUF)	ASBS	\$ 0.000287	None	None	
								Not				
				BCR	0	BCR	Per interstate local message	Applicable	\$ 0.050	None	None	
								Not				
							Per local message	Applicable	\$ 0.080	None	None	

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276				Hosting	0	Hosting	Billable Message Records and /or access usage records - per Record Charge	not applicable	\$ 0.0030	None	None						
277							Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	not applicable	\$ 0.0020	None	None						
278							Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	not applicable	\$ 0.0050	None	None						
279							Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	not applicable	\$ 0.0070	None	None						
280							Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	not applicable	\$ 0.0100	None	None						
281				Clearinghouse	0	Clearinghouse	CH processing charge for service - per originated CH record	not applicable	\$ 0.020	None	None						
282							CH billing message - per message	not applicable	\$ 0.050	None	None						
283				UNE	0	Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$62.34	\$ 29.97						
284							Overtime - per half hour	MVV	None	\$77.80	\$ 37.70						
285							Premium Time - per half hour	MVV	None	\$93.25	\$ 45.42						
286					0	Time and Materials Charges	Basic Time - per half hour	ALK, ALT,ALH	None	\$62.34	\$ 29.97						
287							Overtime - per half hour	ALK, ALT,ALH	None	\$77.80	\$ 37.70						
288							Premium Time - per half hour	ALK, ALT,ALH	None	\$93.25	\$ 45.42						
289																	
290				Structure Access	0	Pole and Duct	Poles (\$/attachment/yr.)^3		\$ 1.75								
291					1	(Structure)											
292					2	Per Foot Conduit Occupancy Fees											
293							Full Duct (\$/ft/yr.)		\$ 0.59								
294							Half Duct (\$/ft/yr)		\$ 0.30								
295					1	Contract Administration Fee				\$ 125.00							
296					1	Administrative Record-Keeping Fee				\$ 125.00							
297					0	INTERCARRIER COMPENSATION											
298						End Office Local Termination - Zone 1 Rural											
299													Set up charge, per call	ZZUR8	\$0.00		
300													Duration charge, per MOU	ZZUR2	\$0.00		
301						End Office Local Termination - Zone 2 Suburban											
302													Set up charge, per call	ZZUR8	\$0.00		
303													Duration charge, per MOU	ZZUR2	\$0.00		
304						End Office Local Termination - Zone 3 Urban											
305													Set up charge, per call	ZZUR8	\$0.00		
306													Duration charge, per MOU	ZZUR2	\$0.00		
						Rate for All ISP-Bound Traffic and Section 251(b)(5) Traffic as per FCC 01-131, per MOU											
307								ZZUR2	\$ 0.0007								
308						Tandem Switching		ZZUR1	\$0.00								
309						Common Transport											
310							Termination per Minute of Use Zone 1 (Rural)	ZZUST	\$0.00								
311							Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$0.00								
312							Termination per Minute of Use Zone 3 (Urban)	ZZUST	\$0.00								
313							Termination per Minute of Use Interzone	ZZUST	\$0.00								
314							Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	\$0.00								
315							Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$0.00								
316							Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	\$0.00								
317							Facilities per Minute, per Mile Interzone	ZZURF	\$0.00								

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318						Optional EAS Transport and Termination per MOU		ZZUR2	\$ 0.021000	None	None	
319							Transit Rate (Zone 1 – Rural), per MOU	ZZUTN	\$0.001027			
320							Transit Rate (Zone 2 – Suburban), per MOU	ZZUTN	\$ 0.000981			
321							Transit Rate (Zone 3 – Urban), per MOU	ZZUTN	\$ 0.000953			
322						Optional EAS Transit Per MOU	Zone 3 (Urban)	ZZUTN	\$ 0.000970	None	None	
323							Zone 2 (Suburban)	ZZUTN	\$ 0.001031	None	None	
324							Zone 1 (Rural)	ZZUTN	\$ 0.001128	None	None	
325					0	OCA	CO Transport & Termination	ZZUR2	0.021 ^{^^}	None	None	
326					0	Optional EAS Transit Per MOU	Zone 3 (Urban)		\$ 0.000970	None	None	
327							Zone 2 (Suburban)		\$ 0.001031	None	None	
328							Zone 1 (Rural)		\$ 0.001128	None	None	
329					0	Optional EAS Transport and Termination Per MOU	Zone 3 (Urban)		\$ 0.002280	None	None	
330							Zone 2 (Suburban)		\$ 0.002721	None	None	
331							Zone 1 (Rural)		\$ 0.003658	None	None	
332												
333				Resale	0	RESALE - Uniform Rate Structure						
334					1	Business						
335					2	LOCAL EXCHANGE SERVICE						
336							Business 1 Party		21.60%	21.60%	NA	
337							Business - Multi-Line		21.60%	21.60%	NA	
338							Business Message Rate 1-Party		21.60%	21.60%	NA	
339							Customer Operated Pay Telephone Service		21.60%	21.60%	NA	
340							Line Amplifier		21.60%	21.60%	NA	
341							Public Response Calling Service		21.60%	21.60%	NA	
342							Telephone Answering and Secretarial Service		21.60%	21.60%	NA	
343							Service Connections, Move and Changes		21.60%	21.60%	NA	
344												
345					2	EXPANDED LOCAL CALLING						
346							Mandatory Extend Local Calling		21.60%	21.60%	NA	
347							Basehor Optional Calling Area		21.60%	21.60%	NA	
348							MetroPlus		21.60%	21.60%	NA	
349												
350					2	VERTICAL SERVICES						
351							Auto Redial		21.60%	21.60%	NA	
352							Call Blocker		21.60%	21.60%	NA	
353							Call Forwarding		21.60%	21.60%	NA	
354							Call Forwarding - Busy Line		21.60%	21.60%	NA	
355							Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%	NA	
356							Call Forwarding - Don't Answer		21.60%	21.60%	NA	
357							Call Return		21.60%	21.60%	NA	
358							Call Trace		21.60%	21.60%	NA	
359							Call Waiting		21.60%	21.60%	NA	
360							Calling Name		21.60%	21.60%	NA	
361							Calling Number		21.60%	21.60%	NA	
362							Personalized Ring (1 dependent number)		21.60%	21.60%	NA	
363							Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%	NA	
364							Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%	NA	
365							Priority Call		21.60%	21.60%	NA	
366							Remote Access to Call Forwarding		21.60%	21.60%	NA	
367							Selective Call Forwarding		21.60%	21.60%	NA	
368							Simultaneous Call Forwarding		21.60%	21.60%	NA	
369							Speed Calling		21.60%	21.60%	NA	
370							Three Way Calling		21.60%	21.60%	NA	
371												
372					2	DID						
373							DID (First Block of 100 - Category 1)		21.60%	21.60%	NA	

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374							DID (First Block of 10 - Category 1)		21.60%	21.60%	NA	
375							DID (Ea. adl. block of 10 after first 10 - Category 1)		21.60%	21.60%	NA	
376							DID (Ea. adl. block of 100 after first 100 - Category 2)		21.60%	21.60%	NA	
377							DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		21.60%	21.60%	NA	
378							DID (with Multifrequency)		21.60%	21.60%	NA	
379							DID (with Dual-Tone Multifrequency)		21.60%	21.60%	NA	
380							DID (1st 10 Trunks or access lines)		21.60%	21.60%	NA	
381							DID (11th thru 50th trunk or network access line)		21.60%	21.60%	NA	
382							DID (51st trunk or network access line)		21.60%	21.60%	NA	
383												
384					2	TRUNKS						
385							Analog Trunks		21.60%	21.60%	NA	
386							Hotel/Motel Trunks		21.60%	21.60%	NA	
387							Digital Trunks		21.60%	21.60%	NA	
388												
389					2	AIN						
390							Area Wide Networking		21.60%	21.60%	NA	
391							Caller Intellidata		21.60%	21.60%	NA	
392							Disaster Routing Service		21.60%	21.60%	NA	
393							Intelligent Redirection		21.60%	21.60%	NA	
394							Positive ID		21.60%	21.60%	NA	
395												
396					2	OTHER						
397							Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	NA	
398							Busy Out Arrangements		21.60%	21.60%	NA	
399							Conference Telephone Service		21.60%	21.60%	NA	
400							Customer Alerting Enablement		21.60%	21.60%	NA	
401							Grandfathered Services		21.60%	21.60%	NA	
402							Hot Line		21.60%	21.60%	NA	
403							Hunting		21.60%	21.60%	NA	
404							Improved Data Transmission		21.60%	21.60%	NA	
405							Intercept Referral Service		21.60%	21.60%	NA	
406							Local Operator Assistance Service		21.60%	21.60%	NA	
407							Night Number associated with Telephone Number		21.60%	21.60%	NA	
408							Night Number associated with a Terminal		21.60%	21.60%	NA	
409							Promotions (Greater than 90 days)		21.60%	21.60%	NA	
410							Preferred Number Service		21.60%	21.60%	NA	
411							Second Line Control		21.60%	21.60%	NA	
412							Selective Call Acceptance		21.60%	21.60%	NA	
413							Telebranch®		21.60%	21.60%	NA	
414							TouchTone		21.60%	21.60%	NA	
415							Voice Dial		21.60%	21.60%	NA	
416							Warm Line		21.60%	21.60%	NA	
417												
418					2	Data Services						
419							Gigabit Ethernet Metropolitan Area Network (GigaMAN)		21.60%	21.60%	NA	
420							PBX Trunks		21.60%	21.60%	NA	
421							Mult-Service Optical Network (MON)		21.60%	21.60%	NA	
422							OCn-PTP		21.60%	21.60%	NA	
423							DS3		21.60%	21.60%	NA	
424												
425					2	ISDN						
426							Digilinesm (ISDN BRI)		21.60%	21.60%	NA	
427							Select Video Plus®		21.60%	21.60%	NA	
428							Smart Trunksm (ISDN PRI)		21.60%	21.60%	NA	

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429							SuperTrunk		21.60%	21.60%	NA	
430												
431					2	TOLL						
432							IntraLATA MTS		21.60%	21.60%	NA	
433							MaxiMizer 800®		21.60%	21.60%	NA	
434							OutWATS		21.60%	21.60%	NA	
435							800 Service		21.60%	21.60%	NA	
436												
437					2	OPTIONAL TOLL CALLING PLANS						
438							1+ SAVERsm		21.60%	21.60%	NA	
439							1+Saver Direct		21.60%	21.60%	NA	
440							Optional Community Calling Service		21.60%	21.60%	NA	
441												
442					2	PLEXAR®						
443							Plexar I®		21.60%	21.60%	NA	
444							Plexar II®		21.60%	21.60%	NA	
445							Plexar Custom®		21.60%	21.60%	NA	
446												
447					2	PRIVATE LINE						
448							Analog Private Lines		21.60%	21.60%	NA	
449							Announcement Distribution Services		21.60%	21.60%	NA	
450							Foreign Exchange Service		21.60%	21.60%	NA	
451							Foreign Serving Office		21.60%	21.60%	NA	
452							Frame Relay		21.60%	21.60%	NA	
453							Group Alerting Services		21.60%	21.60%	NA	
454							MicroLink I®		21.60%	21.60%	NA	
455							MicroLink II®		21.60%	21.60%	NA	
456							MultiPoint Video		21.60%	21.60%	NA	
457							Network Reconfiguration Service		21.60%	21.60%	NA	
458							Public Response Calling Service		21.60%	21.60%	NA	
459							Service Loop Facility Modification Service		21.60%	21.60%	NA	
460												
461					1	Residence						
462					2	LOCAL EXCHANGE SERVICE						
463							Life Line and Link Up America Services		21.60%	21.60%	NA	
464							Residence 1 Party		21.60%	21.60%	NA	
465							Residence Measured		21.60%	21.60%	NA	
466							Residence Flat Rate Trunks		21.60%	21.60%	NA	
467							Urban Mileage		21.60%	21.60%	NA	
468							Service Connections, Move and Changes		21.60%	21.60%	NA	
469												
470					2	EXPANDED LOCAL CALLING						
471							Mandatory Extend Local Calling		21.60%	21.60%	NA	
472							Basehor Optional Calling Area		21.60%	21.60%	NA	
473							MetroPlus		21.60%	21.60%	NA	
474												
475					2	VERTICAL SERVICES						
476							Auto Redial		21.60%	21.60%	NA	
477							Call Blocker		21.60%	21.60%	NA	
478							Call Forwarding		21.60%	21.60%	NA	
479							Call Forwarding - Busy Line		21.60%	21.60%	NA	
480							Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%	NA	
481							Call Forwarding - Don't Answer		21.60%	21.60%	NA	
482							Call Return		21.60%	21.60%	NA	
483							Call Trace		21.60%	21.60%	NA	
484							Call Waiting		21.60%	21.60%	NA	
485							Calling Name		21.60%	21.60%	NA	
486							Calling Number		21.60%	21.60%	NA	
487							Personalized Ring (1 dependent number)		21.60%	21.60%	NA	

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488							Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%	NA	
489							Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%	NA	
490							Priority Call		21.60%	21.60%	NA	
491							Remote Access to Call Forwarding		21.60%	21.60%	NA	
492							Selective Call Forwarding		21.60%	21.60%	NA	
493							Simultaneous Call Forwarding		21.60%	21.60%	NA	
494							Speed Calling		21.60%	21.60%	NA	
495							Three Way Calling		21.60%	21.60%	NA	
496												
497					2	ISDN						
498							Digiline		21.60%	21.60%	NA	
499												
500					2	OTHER						
501							Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	NA	
502							Conference Telephone Service		21.60%	21.60%	NA	
503							Customer Alerting Enablement		21.60%	21.60%	NA	
504							Grandfathered Services		21.60%	21.60%	NA	
505							Hot Line		21.60%	21.60%	NA	
506							Improved Data Transmission		21.60%	21.60%	NA	
507							Intercept Services		21.60%	21.60%	NA	
508							Local Operator Assistance Service		21.60%	21.60%	NA	
509							Promotions (Greater than 90 days)		21.60%	21.60%	NA	
510							Preferred Number Service		21.60%	21.60%	NA	
511							Second Line Control		21.60%	21.60%	NA	
512							Selective Call Acceptance		21.60%	21.60%	NA	
513							TouchTone		21.60%	21.60%	NA	
514							Voice Dial		21.60%	21.60%	NA	
515							Warm Line		21.60%	21.60%	NA	
516					1	OTHER (Resale)						
517												
518					2	DIRECTORY ASSISTANCE SERVICES			21.60%	21.60%	NA	
519							Nationwide Listing Services (NLS)		21.60%	21.60%	NA	
520												
521					2	TOLL						
522							900 Call Restriction		21.60%	21.60%	NA	
523							Home 800sm		21.60%	21.60%	NA	
524							IntraLATA MTS		21.60%	21.60%	NA	
525												
526					2	OPTIONAL TOLL CALLING PLANS						
527							1+ SAVERsm		21.60%	21.60%	NA	
528							1+Saver Direct		21.60%	21.60%	NA	
529							Optional Community Calling Service		21.60%	21.60%	NA	
530												
531							900 Call Restriction		21.60%	21.60%	NA	
532							Access Services		0.00%	0.00%	NA	
533							Additional Directory Listings		21.60%	21.60%	NA	
534							Bill Plus		5.00%	5.00%	NA	
535							Company Initiated Suspension Service		0.00%	0.00%	NA	
536							Connections with Terminal Equipment and Communications Equipment		0.00%	0.00%	NA	
537							Consolidated Billing		5.00%	5.00%	NA	
538							Construction Charges		0.00%	0.00%	NA	
539							Customer Initiated Suspension Service		0.00%	0.00%	NA	
540							Exchange Connection Service		0.00%	0.00%	NA	
541							Information Delivery Service		0.00%	0.00%	NA	
542							Intellinumber		21.60%	21.60%	NA	

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APPENDIX PRICING
SBC KS/METROPOLITAN

	A	B	C	D	E	F	G	H	I	J	K	L
543							IntraLATA Internet Access Plan		0.00%	0.00%	NA	
544							Maintenance of Service Charges		0.00%	0.00%	NA	
545							Prepaid Calling Cards		21.60%	21.60%	NA	
546							Shared Tenant Service		0.00%	0.00%	NA	
547							Shared Use Service		0.00%	0.00%	NA	
548							Telecommunications Service Priority Systems		0.00%	0.00%	NA	
549							TeleKansas		0.00%	0.00%	NA	
550							Toll Billing Exception (Billed Number Screen)		21.60%	21.60%	NA	
551							Toll Restriction		21.60%	21.60%	NA	
552							Wireless Carrier Interconnection Services		0.00%	0.00%	NA	
553												
554					2	Electronic Billing Information Data (daily usage) per message			0.003	NA	NA	
555												
556					2	Conversion Charges below based upon Docket 97-SCCC-149-GIT						
557							Simple conversion charge per billable number-manual		NA	12.35	NA	
558							Simple conversion charge per billable number-electronic		NA	2.35	NA	
559							Complex conversion charge per billable number-manual		NA	12.35	NA	
560							Complex conversion charge per billable number-electronic			2.35	NA	
561												
562					2	OS/DA						
563					3	Branding - Resellers						
564							- Initial Load	NRBDG	NA	\$ 1,800.00	NA	
565							- Subsequent Load	NRBDG	NA	\$ 1,800.00	NA	
566							- Per Call	ZZUCB	\$ 0.0250	NA	NA	
567					3	External Rater - Resellers						
568							- Initial Load	NRBDL	NA	\$ 2,200.00	NA	
569							- Subsequent Load	NRBDM	NA	\$ 1,000.00	NA	
570												
571					0	RESALE - Tiered Rate Structure						
572					1	Business						
573					2	LOCAL EXCHANGE SERVICE						
574							Business 1 Party		19.50%	19.50%	NA	
575							Business - Multi-Line		19.50%	19.50%	NA	
576							Business Message Rate 1-Party		19.50%	19.50%	NA	
577							Customer Operated Pay Telephone Service		19.50%	19.50%	NA	
578							Line Amplifier		19.50%	19.50%	NA	
579							Public Response Calling Service		19.50%	19.50%	NA	
580							Telephone Answering and Secretarial Service		19.50%	19.50%	NA	
581							Service Connections, Move and Changes		19.50%	19.50%	NA	
582												
583					2	EXPANDED LOCAL CALLING						
584							Mandatory Extend Local Calling		19.50%	19.50%	NA	
585							Basehor Optional Calling Area		19.50%	19.50%	NA	
586							MetroPlus		19.50%	19.50%	NA	
587												
588					2	VERTICAL SERVICES						
589							Auto Redial		30.50%	30.50%	NA	
590							Call Blocker		30.50%	30.50%	NA	
591							Call Forwarding		30.50%	30.50%	NA	
592							Call Forwarding - Busy Line		30.50%	30.50%	NA	
593							Call Forwarding - Busy Line/Don't Answer		30.50%	30.50%	NA	
594							Call Forwarding - Don't Answer		30.50%	30.50%	NA	
595							Call Return		30.50%	30.50%	NA	
596							Call Trace		30.50%	30.50%	NA	
597							Call Waiting		30.50%	30.50%	NA	

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598							Calling Name		30.50%	30.50%	NA	
599							Calling Number		30.50%	30.50%	NA	
600							Personalized Ring (1 dependent number)		30.50%	30.50%	NA	
601							Personalized Ring (2 dependent numbers - 1st number)		30.50%	30.50%	NA	
602							Personalized Ring (2 dependent numbers - 2nd number)		30.50%	30.50%	NA	
603							Priority Call		30.50%	30.50%	NA	
604							Remote Access to Call Forwarding		30.50%	30.50%	NA	
605							Selective Call Forwarding		30.50%	30.50%	NA	
606							Simultaneous Call Forwarding		30.50%	30.50%	NA	
607							Speed Calling		30.50%	30.50%	NA	
608							Three Way Calling		30.50%	30.50%	NA	
609												
610					2	DID						
611							DID (First Block of 100 - Category 1)		19.50%	19.50%	NA	
612							DID (First Block of 10 - Category 1)		19.50%	19.50%	NA	
613							DID (Ea. adl. block of 10 after first 10 - Category 1)		19.50%	19.50%	NA	
614							DID (Ea. adl. block of 100 after first 100 - Category 2)		19.50%	19.50%	NA	
615							DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.50%	19.50%	NA	
616							DID (with Multifrequency)		19.50%	19.50%	NA	
617							DID (with Dual-Tone Multifrequency)		19.50%	19.50%	NA	
618							DID (1st 10 Trunks or access lines)		19.50%	19.50%	NA	
619							DID (11th thru 50th trunk or network access line)		19.50%	19.50%	NA	
620							DID (51st trunk or network access line)		19.50%	19.50%	NA	
621												
622					2	TRUNKS						
623							Analog Trunks		19.50%	19.50%	NA	
624							Hotel/Motel Trunks		19.50%	19.50%	NA	
625							Digital Trunks		19.50%	19.50%	NA	
626												
627					2	AIN						
628							Area Wide Networking		19.50%	19.50%	NA	
629							Caller Intellidata		19.50%	19.50%	NA	
630							Disaster Routing Service		19.50%	19.50%	NA	
631							Intelligent Redirectsm		19.50%	19.50%	NA	
632							Positive ID		19.50%	19.50%	NA	
633												
634					2	OTHER						
635							Bundled Telecommunications Services (e.g., the Works)		19.5%, 30.5%,17.0%	19.5%, 30.5%,17.0%	NA	
636							Busy Out Arrangements		19.50%	19.50%	NA	
637							Conference Telephone Service		19.50%	19.50%	NA	
638							Customer Alerting Enablement		19.50%	19.50%	NA	
639							Grandfathered Services		19.50%	19.50%	NA	
640							Hot Line		19.50%	19.50%	NA	
641							Hunting		19.50%	19.50%	NA	
642							Improved Data Transmission		19.50%	19.50%	NA	
643							Intercept Referral Service		19.50%	19.50%	NA	
644							Local Operator Assistance Service		19.50%	19.50%	NA	
645							Night Number associated with Telephone Number		19.50%	19.50%	NA	
646							Night Number associated with a Terminal		19.50%	19.50%	NA	
647							Promotions (Greater than 90 days)		19.50%	19.50%	NA	
648							Preferred Number Service		19.50%	19.50%	NA	
649							Second Line Control		19.50%	19.50%	NA	
650							Selective Call Acceptance		19.50%	19.50%	NA	
651							Telebranch®		19.50%	19.50%	NA	

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652							TouchTone		19.50%	19.50%	NA	
653							Voice Dial		19.50%	19.50%	NA	
654							Warm Line		19.50%	19.50%	NA	
655												
656					2	ISDN						
657							Digiline		19.50%	19.50%	NA	
658							Select Video Plus®		19.50%	19.50%	NA	
659							Smart Trunksm		19.50%	19.50%	NA	
660												
661					2	TOLL						
662							IntraLATA MTS		17.00%	17.00%	NA	
663							MaxiMizer 800®		17.00%	17.00%	NA	
664							OutWATS		17.00%	17.00%	NA	
665							800 Service		17.00%	17.00%	NA	
666												
667					2	OPTIONAL TOLL CALLING PLANS						
668							1+ SAVERsm		17.00%	17.00%	NA	
669							1+Saver Direct		17.00%	17.00%	NA	
670							Optional Community Calling Service		17.00%	17.00%	NA	
671												
672					2	PLEXAR®						
673							Plexar I®		19.50%	19.50%	NA	
674							Plexar II®		19.50%	19.50%	NA	
675							Plexar Custom®		19.50%	19.50%	NA	
676												
677					2	PRIVATE LINE						
678							Analog Private Lines		19.50%	19.50%	NA	
679							Announcement Distribution Services		19.50%	19.50%	NA	
680							Foreign Exchange Service		19.50%	19.50%	NA	
681							Foreign Serving Office		19.50%	19.50%	NA	
682							Frame Relay		19.50%	19.50%	NA	
683							Group Alerting Services		19.50%	19.50%	NA	
684							MicroLink I®		19.50%	19.50%	NA	
685							MicroLink II®		19.50%	19.50%	NA	
686							MultiPoint Video		19.50%	19.50%	NA	
687							Network Reconfiguration Service		19.50%	19.50%	NA	
688							Public Response Calling Service		19.50%	19.50%	NA	
689							Service Loop Facility Modification Service		19.50%	19.50%	NA	
690												
691					1	Residence						
692					2	LOCAL EXCHANGE SERVICE						
693							Life Line and Link Up America Services		19.50%	19.50%	NA	
694							Residence 1 Party		19.50%	19.50%	NA	
695							Residence Measured		19.50%	19.50%	NA	
696							Residence Flat Rate Trunks		19.50%	19.50%	NA	
697							Urban Mileage		19.50%	19.50%	NA	
698							Service Connections, Move and Changes		19.50%	19.50%	NA	
699												
700					2	EXPANDED LOCAL CALLING						
701							Mandatory Extend Local Calling		19.50%	19.50%	NA	
702							Basehor Optional Calling Area		19.50%	19.50%	NA	
703							MetroPlus		19.50%	19.50%	NA	
704												
705					2	VERTICAL SERVICES						
706							Auto Redial		30.50%	30.50%	NA	
707							Call Blocker		30.50%	30.50%	NA	
708							Call Forwarding		30.50%	30.50%	NA	
709							Call Forwarding - Busy Line		30.50%	30.50%	NA	
710							Call Forwarding - Busy Line/Don't Answer		30.50%	30.50%	NA	
711							Call Forwarding - Don't Answer		30.50%	30.50%	NA	

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SBC KS/METROPOLITAN

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712							Call Return		30.50%	30.50%	NA	
713							Call Trace		30.50%	30.50%	NA	
714							Call Waiting		30.50%	30.50%	NA	
715							Calling Name		30.50%	30.50%	NA	
716							Calling Number		30.50%	30.50%	NA	
717							Personalized Ring (1 dependent number)		30.50%	30.50%	NA	
718							Personalized Ring (2 dependent numbers - 1st number)		30.50%	30.50%	NA	
719							Personalized Ring (2 dependent numbers - 2nd number)		30.50%	30.50%	NA	
720							Priority Call		30.50%	30.50%	NA	
721							Remote Access to Call Forwarding		30.50%	30.50%	NA	
722							Selective Call Forwarding		30.50%	30.50%	NA	
723							Simultaneous Call Forwarding		30.50%	30.50%	NA	
724							Speed Calling		30.50%	30.50%	NA	
725							Three Way Calling		30.50%	30.50%	NA	
726												
727					2	ISDN						
728							Digiline		19.50%	19.50%	NA	
729												
730					2	OTHER						
731							Bundled Telecommunications Services (e.g., the Works)		19.5%, 30.5%,17.0%	19.5%, 30.5%,17.0%	NA	
732							Conference Telephone Service		19.50%	19.50%	NA	
733							Customer Alerting Enablement		19.50%	19.50%	NA	
734							Grandfathered Services		19.50%	19.50%	NA	
735							Hot Line		19.50%	19.50%	NA	
736							Improved Data Transmission		19.50%	19.50%	NA	
737							Intercept Services		19.50%	19.50%	NA	
738							Local Operator Assistance Service		19.50%	19.50%	NA	
739							Promotions (Greater than 90 days)		19.50%	19.50%	NA	
740							Preferred Number Service		19.50%	19.50%	NA	
741							Second Line Control		19.50%	19.50%	NA	
742							Selective Call Acceptance		19.50%	19.50%	NA	
743							TouchTone		19.50%	19.50%	NA	
744							Voice Dial		19.50%	19.50%	NA	
745							Warm Line		19.50%	19.50%	NA	
746					1	OTHER (Resale)						
747					2	DIRECTORY ASSISTANCE SERVICES						
748							Nationwide Listing Services (NLS)		19.50%	19.50%	NA	
749									19.50%	19.50%	NA	
750												
751					2	TOLL						
752							900 Call Restriction		17.00%	17.00%	NA	
753							Home 800sm		17.00%	17.00%	NA	
754							IntraLATA MTS		17.00%	17.00%	NA	
755												
756					2	OPTIONAL TOLL CALLING PLANS						
757							1+ SAVERsm		17.00%	17.00%	NA	
758							1+Saver Direct		17.00%	17.00%	NA	
759							Optional Community Calling Service		17.00%	17.00%	NA	
760												
761							900 Call Restriction		19.50%	19.50%	NA	
762							Access Services		0.00%	0.00%	NA	
763							Additional Directory Listings		19.50%	19.50%	NA	
764							Bill Plus		5.00%	5.00%	NA	
765							Company Initiated Suspension Service		0.00%	0.00%	NA	
766							Connections with Terminal Equipment and Communications Equipment		0.00%	0.00%	NA	
766							Consolidated Billing		5.00%	5.00%	NA	

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767							Construction Charges		0.00%	0.00%	NA	
768							Customer Initiated Suspension Service		0.00%	0.00%	NA	
769							Exchange Connection Service		0.00%	0.00%	NA	
770							Information Delivery Service		0.00%	0.00%	NA	
771							Intellinumber		19.50%	19.50%	NA	
772							IntraLATA Internet Access Plan		0.00%	0.00%	NA	
773							Maintenance of Service Charges		0.00%	0.00%	NA	
774							Prepaid Calling Cards		17.00%	17.00%	NA	
775							Shared Tenant Service		0.00%	0.00%	NA	
776							Shared Use Service		0.00%	0.00%	NA	
777							Telecommunications Service Priority Systems		0.00%	0.00%	NA	
778							TeleKansas		0.00%	0.00%	NA	
779							Toll Billing Exception (Billed Number Screen)		19.50%	19.50%	NA	
780							Toll Restriction		19.50%	19.50%	NA	
781							Wireless Carrier Interconnection Services		0.00%	0.00%	NA	
782												
783					2	Electronic Billing Information Data (daily usage) per message			\$ 0.003	NA	NA	
784												
785					2	Conversion Charges below based upon Docket 97-SCCC-149-GIT						
786							Simple conversion charge per billable number-manual		NA	\$ 12.35	NA	
787							Simple conversion charge per billable number-electronic		NA	\$ 2.35	NA	
788							Complex conversion charge per billable number-manual		NA	\$ 12.35	NA	
789							Complex conversion charge per billable number-electronic			\$ 2.35	NA	
790												
791					2	OS/DA						
792					3	Branding - Resellers						
793							- Initial Load	NRBDG	NA	\$ 1,800.00	NA	
794							- Subsequent Load	NRBDG	NA	\$ 1,800.00	NA	
795							- Per Call	ZZUCB	\$ 0.0250	NA	NA	
796					3	External Rater - Resellers						
797							- Initial Load	NRBDL	NA	\$ 2,200.00	NA	
798							- Subsequent Load	NRBDM	NA	\$ 1,000.00	NA	
799												
800												
801												
802												
803												
804												
805												
806												
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820												
821												

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APPENDIX WP EXHIBIT 1 SBC KANSAS

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Kansas City			\$1,905.11	
Lawrence			\$1,905.11	
Topeka			\$1,905.11	
Wichita			\$1,905.11	
Abilene			\$115.58	
Arkansas City			\$115.58	
Atchison			\$115.58	
Dodge City			\$115.58	
Butler/Greenwood			\$115.58	
Emporia			\$115.58	
Fort Scott			\$115.58	
Garden City			\$115.58	
Great Bend			\$115.58	
Hays			\$115.58	
Hutchinson			\$115.58	
Leavenworth			\$115.58	
Liberal			\$115.58	
Manhattan			\$115.58	
McPherson			\$115.58	
Newton			\$115.58	
Ottawa			\$115.58	
Salina			\$115.58	
Wellington			\$115.58	
Beloit			\$90.80	
Cheney			\$90.80	
Clay Center			\$90.80	
Colby			\$90.80	
Concordia			\$90.80	
Ellsworth			\$90.80	
Herington			\$90.80	
Marysville			\$90.80	
Norton			\$90.80	
South Central KS			\$90.80	
Southeast KS			\$90.80	

**APPENDIX
PERFORMANCE MEASUREMENTS
(SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC ARKANSAS, SBC KANSAS, SBC
MISSOURI, SBC OKLAHOMA AND/OR SBC
TEXAS
- COMMISSION ORDERED)**

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 As used herein, the term “Service Bureau Provider” means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC’s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC SOUTHWEST REGION 5-STATE** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.
- 1.6 **SBC SOUTHWEST REGION 5-STATE**’s agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **SBC SOUTHWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **SBC SOUTHWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **SBC SOUTHWEST REGION 5-STATE**’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that **SBC SOUTHWEST REGION 5-STATE**’s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

APPENDIX-PRICING (MICHIGAN)

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APPENDIX PRICING (MICHIGAN)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC MICHIGAN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC MICHIGAN will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and **SBC MICHIGAN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between **SBC MICHIGAN** and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Rate Zone:

Zone A

Zone B

Zone C

Total Access Lines:

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

See: Tariff 20, Part 4, Section 2, Sheets 7-34

- 1.9 **SBC MICHIGAN**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC MICHIGAN** may reject the order. In the event such

an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC MICHIGAN** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC MICHIGAN**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC MICHIGAN**'s current generic contract rate for the Product or Service set forth in **SBC MICHIGAN**'s applicable state-specific generic pricing schedule as published on **SBC MICHIGAN**'s CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC MICHIGAN** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 **SBC MICHIGAN**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC MICHIGAN**'s right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC MICHIGAN** for that Product or Service and incorporated into **SBC MICHIGAN**'s current state-specific generic pricing schedule as published on **SBC MICHIGAN**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC MICHIGAN** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC MICHIGAN** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC MICHIGAN** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 **SBC MICHIGAN**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC MICHIGAN**'s right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1)

month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC MICHIGAN will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC MICHIGAN will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC MICHIGAN network, without any changes to SBC MICHIGAN's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to SBC MICHIGAN to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

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

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
			Monthly	Initial Additional
	<u>NETWORK ELEMENTS</u>			
	<u>Loops</u>			
	<u>Loops</u>			
1	2-Wire Analog - Rural (Zone C)	U2HC1-C5	\$ 14.20	See NRC prices below
2	2-Wire Analog - Suburban (Zone B)	U2HB1-B3	\$ 10.77	See NRC prices below
3	2-Wire Analog - Metro (ZoneA)	U2HAA	\$ 9.13	See NRC prices below
4	Conditioning for dB Loss			
5	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	U2WC1-C5	\$ 14.47	See NRC prices below
6	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	U2WB1-B3	\$ 11.05	See NRC prices below
7	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (ZoneA)	U2WAA	\$ 9.26	See NRC prices below
8	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	U2JC1-C5	\$ 14.47	See NRC prices below
9	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	U2JB1-B3	\$ 11.05	See NRC prices below
10	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	U2JAA	\$ 9.26	See NRC prices below
11	2-Wire Analog - COPTS Coin - Rural (Zone C)	U2CC1-C5	\$ 14.72	See NRC prices below
12	2-Wire Analog - COPTS Coin - Suburban (Zone B)	U2CB1-B3	\$ 11.32	See NRC prices below
13	2-Wire Analog - COPTS Coin - Metro (Zone A)	U2CAA	\$ 9.45	See NRC prices below
14	2-Wire Analog - EKL - Rural (Zone C)	U2KC1-C5	\$ 15.88	See NRC prices below
15	2-Wire Analog - EKL - Suburban (Zone B)	U2KB1-B3	\$ 12.57	See NRC prices below
16	2-Wire Analog - EKL - Metro (ZoneA)	U2KAA	\$ 10.35	See NRC prices below
17	4-Wire Analog - Rural (Zone C)	U4HC1-C5	\$ 33.16	See NRC prices below
18	4-Wire Analog - Suburban (Zone B)	U4HB1-B3	\$ 26.66	See NRC prices below
19	4-Wire Analog - Metro (Zone A)	U4HAA	\$ 21.83	See NRC prices below
20	2-Wire Digital - Rural (Zone C)	U2QC1-C5	\$ 19.93	See NRC prices below
21	2-Wire Digital - Suburban (Zone B)	U2QB1-B3	\$ 16.22	See NRC prices below
22	2-Wire Digital - Metro (Zone A)	U2QAA	\$ 12.66	See NRC prices below
23	DS1 Loop - Rural (Zone C)	4U1C1-C5	\$ 51.71	See NRC prices below
24	DS1 Loop - Suburban (Zone B)	4U1B1-B3	\$ 44.01	See NRC prices below
25	DS1 Loop - Metro (Zone A)	4U1AA	\$ 40.65	See NRC prices below
26	DS3 Loop - Rural (Zone C)	U4D3C	\$ 479.37	See NRC prices below
27	DS3 Loop - Suburban (Zone B)	U4D3B	\$ 379.38	See NRC prices below
28	DS3 Loop - Metro (Zone A)	U4D3A	\$ 321.94	See NRC prices below
29				
30	<u>DSL Capable Loops</u>			
31	2-Wire xDSL Loop			
32	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 17.02	TBD N/A
33	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 11.42	TBD N/A
34	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 9.51	TBD N/A
35				
36	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 17.02	TBD N/A
37	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 11.42	TBD N/A
38	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 9.51	TBD N/A
39				
40	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 17.02	See NRC prices below
41	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 11.42	See NRC prices below
42	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 9.51	See NRC prices below
43				
44	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 17.02	TBD N/A
45	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 11.42	TBD N/A
46	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 9.51	TBD N/A
47				
48	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 17.02	See NRC prices below
49	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 11.42	See NRC prices below
50	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 9.51	See NRC prices below
51				
52	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 17.02	TBD N/A
53	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 11.42	TBD N/A
54	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 9.51	TBD N/A
55	4-Wire xDSL Loop			
56	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 32.35	See NRC prices below
57	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 20.96	See NRC prices below
58	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 17.51	See NRC prices below
59	<u>IDSL Capable Loop</u>			
60	IDSL Loop Access Area C - Rural	UY5FC	\$ 19.93	See NRC prices below
61	IDSL Loop Access Area B - Suburban	UY5FB	\$ 16.22	See NRC prices below
62	IDSL Loop Access Area A - Metro	UY5FA	\$ 12.66	See NRC prices below
63				
64	<u>Loop Non-Recurring Charges</u>			
65	Service Order- Initial /1/ /2/ /5/ /7/ /8/	SEPUP	N/A	\$ 3.62 N/A
66	Service Order- Disconnect	NR9OE	N/A	\$ 1.77 N/A
67	Service Order- Subsequent	REAH9	N/A	\$ 3.46 N/A
68	Loop Connection /1/ /2/ /5/ /7/ /8/	SEPUC	N/A	\$ 20.43 N/A
69	Loop Disconnect	NR9OG	N/A	\$ 6.71 N/A
70	Loop - Record Work Only	NR9UP	N/A	\$ 2.13 N/A
71	Loop Connection - Add/Change	REAH5	N/A	\$ 20.43 N/A
72	<u>DS0 - Service Non-Recurring</u>			
73	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR9OH	N/A	\$ 0.00 N/A
74	Design and CO Connection Charge, per circuit - Install /1/ /2/ /5/ /7/ /8/	NR9OK	N/A	\$ 74.94 N/A
75	Carrier Connection Charge per Termination - Install /1/ /2/ /5/ /7/ /8/	NR9ON	N/A	\$ 239.23 N/A
76	Administration Charge, per order - Disconnect	NR9OJ	N/A	\$ 0.00 N/A
77	Design and CO Connection Charge, per circuit - Disconnect	NR9OM	N/A	\$ 56.56 N/A
78	Carrier Connection Charge per Termination - Disconnect	NR9OQ	N/A	\$ 82.32 N/A
79	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	PENDING		\$ 0.36
80	Design Layout Report Date /7/	NR9SO	N/A	\$ 0.00 N/A
81	Records Issue Date /7/	NR9SP	N/A	\$ 0.00 N/A
82	Designed, Verified, and Assigned Date /7/	NR9SQ	N/A	\$ 7.76 N/A
83	Plant Test Date /7/	NR9SR	N/A	\$ 52.27 N/A
84	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	PENDING		
85	Design Layout Report Date /7/	NR9SS	N/A	\$ 0.00 N/A
86	Records Issue Date /7/	NR9ST	N/A	\$ 0.00 N/A
87	Designed, Verified, and Assigned Date /7/	NR9SU	N/A	\$ 0.00 N/A
88	Plant Test Date /7/	NR9SV	N/A	\$ 0.00 N/A
89	Due Date Change Charge, per Order, per Occasion			
90	Analog Loop /7/	NR955	N/A	\$ 3.62 N/A
91	DS0 Loop /7/	NR956	N/A	\$ 0.26 N/A
92				

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
			Monthly	Initial Additional
93	DS1 - Service Non-Recurring Charges			
94	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR90R		\$ 3.54
95	Provisioning Charge, per circuit, Install	PENDING		\$ 63.95
96	Administration Charge, per order - Disconnect	NR90T		\$ 2.13
97	Provisioning Charge, per circuit, Disconnect	PENDING		\$ 41.42
98	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	PENDING		\$ 2.38
99	Digital DS1 Loops - Design Layout Report Date	NR95W		\$ 15.04
100	Digital DS1 Loops - Record Issue Date	NR95X		\$ 15.04
101	Digital DS1 Loops - Designed, Verified & Assigned Date	NR95Y		\$ 45.33
102	Digital DS1 Loops - Plant Test Date	NR95Z		\$ 65.75
103	DS3 - Service Non-Recurring Charges			
104	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	NR90Y		\$ 3.54
105	Provisioning Charge, per circuit, Install	PENDING		\$ 91.29
106	Administration Charge, per order - Disconnect	NR90Z		\$ 2.13
107	Provisioning Charge, per circuit, Disconnect	PENDING		\$ 31.48
108	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached	PENDING		\$ 2.38
109	Digital DS3 Loops - Design Layout Report Date	NR951		\$ 16.05
110	Digital DS3 Loops - Record Issue Date	NR952		\$ 16.05
111	Digital DS3 Loops - Designed, Verified & Assigned Date	NR953		\$ 43.27
112	Digital DS3 Loops - Plant Test Date	NR954		\$ 66.14
113	Service Coordination Fee, per central office /4/	UFE	\$ 5.39	N/A N/A
114				
115	LST			
116	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A	\$ 151.21
117	Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A	\$ 133.44
118				
119	Loop Qualification Process			
120	Loop Qualification Process - Mechanized	NR98U	N/A	\$0.00 N/A
121	Loop Qualification Process - Manual	NRBXU	N/A	\$0.00 N/A
122				
123	DSL Conditioning			
124	DSL Conditioning Options - >12KFT and < 17.5KFT			
125	Removal of Repeater Options	NRBXV	N/A	\$0.00 N/A
126	Removal Bridged Tap Option	NRBXW	N/A	\$0.00 N/A
127	Removal of Load Coil	NRBXZ	N/A	\$0.00 N/A
128	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT			
129	Removal of Repeater Options	NRBNL	N/A	\$0.00 N/A
130	Removal Bridged Tap Option	NRBNK	N/A	\$0.00 N/A
131	Removal of Load Coil	NRBNJ	N/A	\$0.00 N/A
132	Remove All or NON-Excessive Bridged Tap (RABT) - MMP			
133	Removal of non - excessive bridged tap DSL Loops > 0kft and < 17.5 Kft	NRM RJ		\$ 552.22
134	Removal of All bridged tap DSL Loops > 12 Kft to 17.5 Kft	NRM RP		\$ 936.67
135	Removal of non - excessive bridged tap DSL Loops > 17.5 Kft DSL Loops - per element incremental	NRM RS		\$ 552.22
136	Removal of All bridged tap DSL Loops > 17.5 Kft -per element incremental	NRM RM		\$ 552.22
137				
138				
139				
140	SUB-LOOPS			
141	ECS to SAI sub-loop			
142	2 Wire Analog - area A	PENDING	\$ 1.10	See NRC prices below
143	2 Wire Analog - area B	PENDING	\$ 1.04	See NRC prices below
144	2 Wire Analog - area C	PENDING	\$ 1.10	See NRC prices below
145	4 Wire Analog - area A	PENDING	\$ 2.11	See NRC prices below
146	4 Wire Analog - area B	PENDING	\$ 2.00	See NRC prices below
147	4 Wire Analog - area C	PENDING	\$ 2.11	See NRC prices below
148	2 Wire DSL - area A	PENDING	\$ 1.07	See NRC prices below
149	2 Wire DSL - area B	PENDING	\$ 0.99	See NRC prices below
150	2 Wire DSL - area C	PENDING	\$ 1.04	See NRC prices below
151	4 Wire DSL - area A	PENDING	\$ 2.12	See NRC prices below
152	4 Wire DSL - area B	PENDING	\$ 1.96	See NRC prices below
153	4 Wire DSL - area C	PENDING	\$ 2.05	See NRC prices below
154	ECS to Terminal sub-loop			
155	2 Wire Analog - area A	PENDING	\$ 3.50	See NRC prices below
156	2 Wire Analog - area B	PENDING	\$ 4.14	See NRC prices below
157	2 Wire Analog - area C	PENDING	\$ 7.17	See NRC prices below
158	4 Wire Analog - area A	PENDING	\$ 6.33	See NRC prices below
159	4 Wire Analog - area B	PENDING	\$ 7.50	See NRC prices below
160	4 Wire Analog - area C	PENDING	\$ 13.39	See NRC prices below
161	2 Wire DSL - area A	PENDING	\$ 3.55	See NRC prices below
162	2 Wire DSL - area B	PENDING	\$ 4.21	See NRC prices below
163	2 Wire DSL - area C	PENDING	\$ 6.96	See NRC prices below
164	4 Wire DSL - area A	PENDING	\$ 6.82	See NRC prices below
165	4 Wire DSL - area B	PENDING	\$ 8.06	See NRC prices below
166	4 Wire DSL - area C	PENDING	\$ 13.69	See NRC prices below
167	ECS to NID sub-loop			
168	2 Wire Analog - area A	PENDING	\$ 5.17	See NRC prices below
169	2 Wire Analog - area B	PENDING	\$ 5.95	See NRC prices below
170	2 Wire Analog - area C	PENDING	\$ 9.21	See NRC prices below
171	4 Wire Analog - area A	PENDING	\$ 7.97	See NRC prices below
172	4 Wire Analog - area B	PENDING	\$ 9.12	See NRC prices below
173	4 Wire Analog - area C	PENDING	\$ 15.47	See NRC prices below
174	2 Wire DSL - area A	PENDING	\$ 5.27	See NRC prices below
175	2 Wire DSL - area B	PENDING	\$ 6.07	See NRC prices below
176	2 Wire DSL - area C	PENDING	\$ 8.95	See NRC prices below
177	4 Wire DSL - area A	PENDING	\$ 8.65	See NRC prices below
178	4 Wire DSL - area B	PENDING	\$ 9.86	See NRC prices below
179	4 Wire DSL - area C	PENDING	\$ 15.84	See NRC prices below
180	SAI to Terminal sub-loop			
181	2 Wire Analog - area A	PENDING	\$ 2.90	See NRC prices below
182	2 Wire Analog - area B	PENDING	\$ 3.55	See NRC prices below
183	2 Wire Analog - area C	PENDING	\$ 6.55	See NRC prices below
184	4 Wire Analog - area A	PENDING	\$ 5.17	See NRC prices below
185	4 Wire Analog - area B	PENDING	\$ 6.36	See NRC prices below
186	4 Wire Analog - area C	PENDING	\$ 12.19	See NRC prices below
187	2 Wire DSL - area A	PENDING	\$ 2.95	See NRC prices below

Line	MICHIGAN - Generic Pricing Schedule /1/		USOC	SBC RECURRING		SBC NON-RECURRING	
				Monthly		Initial	Additional
188		2 Wire DSL - area B	PENDING	\$ 3.61			See NRC prices below
189		2 Wire DSL - area C	PENDING	\$ 6.34			See NRC prices below
190		4 Wire DSL - area A	PENDING	\$ 5.66			See NRC prices below
191		4 Wire DSL - area B	PENDING	\$ 6.92			See NRC prices below
192		4 Wire DSL - area C	PENDING	\$ 12.49			See NRC prices below
193		SAI to NID sub-loop					
194		2 Wire Analog - area A	PENDING	\$ 4.57			See NRC prices below
195		2 Wire Analog - area B	PENDING	\$ 5.35			See NRC prices below
196		2 Wire Analog - area C	PENDING	\$ 8.59			See NRC prices below
197		4 Wire Analog - area A	PENDING	\$ 6.81			See NRC prices below
198		4 Wire Analog - area B	PENDING	\$ 7.98			See NRC prices below
199		4 Wire Analog - area C	PENDING	\$ 14.27			See NRC prices below
200		2 Wire DSL - area A	PENDING	\$ 4.67			See NRC prices below
201		2 Wire DSL - area B	PENDING	\$ 5.48			See NRC prices below
202		2 Wire DSL - area C	PENDING	\$ 8.33			See NRC prices below
203		4 Wire DSL - area A	PENDING	\$ 7.49			See NRC prices below
204		4 Wire DSL - area B	PENDING	\$ 8.72			See NRC prices below
205		4 Wire DSL - area C	PENDING	\$ 14.64			See NRC prices below
206		Terminal to NID sub-loop					
207		2 Wire Analog - area A	PENDING	\$ 2.13			See NRC prices below
208		2 Wire Analog - area B	PENDING	\$ 2.28			See NRC prices below
209		2 Wire Analog - area C	PENDING	\$ 2.56			See NRC prices below
210		4 Wire Analog - area A	PENDING	\$ 2.13			See NRC prices below
211		4 Wire Analog - area B	PENDING	\$ 2.07			See NRC prices below
212		4 Wire Analog - area C	PENDING	\$ 2.69			See NRC prices below
213		2 Wire DSL - area A	PENDING	\$ 2.20			See NRC prices below
214		2 Wire DSL - area B	PENDING	\$ 2.36			See NRC prices below
215		2 Wire DSL - area C	PENDING	\$ 2.50			See NRC prices below
216		4 Wire DSL - area A	PENDING	\$ 2.37			See NRC prices below
217		4 Wire DSL - area B	PENDING	\$ 2.29			See NRC prices below
218		4 Wire DSL - area C	PENDING	\$ 2.78			See NRC prices below
219		NID sub-loop element					
220		2 Wire Analog - area A	PENDING	\$ 0.16			See NRC prices below
221		2 Wire Analog - area B	PENDING	\$ 0.15			See NRC prices below
222		2 Wire Analog - area C	PENDING	\$ 0.15			See NRC prices below
223		4 Wire Analog - area A	PENDING	\$ 0.33			See NRC prices below
224		4 Wire Analog - area B	PENDING	\$ 0.31			See NRC prices below
225		4 Wire Analog - area C	PENDING	\$ 0.32			See NRC prices below
226		2 Wire DSL - area A	PENDING	\$ 0.16			See NRC prices below
227		2 Wire DSL - area B	PENDING	\$ 0.15			See NRC prices below
228		2 Wire DSL - area C	PENDING	\$ 0.15			See NRC prices below
229		4 Wire DSL - area A	PENDING	\$ 0.33			See NRC prices below
230		4 Wire DSL - area B	PENDING	\$ 0.31			See NRC prices below
231		4 Wire DSL - area C	PENDING	\$ 0.32			See NRC prices below
232		2 Wire ISDN Compatible - area A	PENDING	\$ 0.16			See NRC prices below
233		2 Wire ISDN Compatible - area B	PENDING	\$ 0.15			See NRC prices below
234		2 Wire ISDN Compatible - area C	PENDING	\$ 0.15			See NRC prices below
235		4Wire DS1 Compatible - area A	PENDING	TBD			See NRC prices below
236		4Wire DS1 Compatible - area B	PENDING	TBD			See NRC prices below
237		4Wire DS1 Compatible - area C	PENDING	TBD			See NRC prices below
238		Sub-Loop Non-Recurring Charges					
239		Analog Sub-Loop					
240		Service Ordering Charges					
241		Installation, per occasion per location	PENDING	NA		\$ 3.62	NA
242		Disconnect, per occasion per location	PENDING	NA		\$ 2.13	NA
243		Subsequent, per occasion	PENDING	NA		\$ 3.02	NA
244		Record Work, per occasion	PENDING	NA		\$ 1.86	NA
245		Add or Change, per occasion	PENDING	NA		\$ 3.54	NA
246		Sub-Loop Connection Charge, per termination	PENDING	NA		\$ 17.82	NA
247		Sub-Loop Disconnection Charge, per termination	PENDING	NA		\$ 5.85	NA
248							
249		Sub Loop Provisioning Connect					
250		2-Wire Analog	PENDING			\$ 20.20	NA
251		4-Wire Analog	PENDING			\$ 20.20	NA
252		2-Wire DSL	PENDING			\$ 20.20	NA
253		4-Wire DSL	PENDING			\$ 20.20	NA
254		2-Wire ISDL	PENDING			\$ 20.20	NA
255		4-Wire DS1	PENDING			\$ 146.76	NA
256		Sub Loop Provisioning Disconnect					
257		2-Wire Analog	PENDING			\$ 6.71	NA
258		4-Wire Analog	PENDING			\$ 6.71	NA
259		2-Wire DSL	PENDING			\$ 6.71	NA
260		4-Wire DSL	PENDING			\$ 6.71	NA
261		2-Wire ISDL	PENDING			\$ 6.71	NA
262		4-Wire DS1	PENDING			\$ 52.02	NA
263		Sub Loop Conditioning					
264		For Sub Loop Facilities > 12Kft. And < 17.5Kft.					
265		Remove Load Coils	PENDING			\$0.00	NA
266		Remove Bridged Tap	PENDING			\$0.00	NA
267		Remove Repeater	PENDING			\$0.00	NA
268		For Sub Loop Facilities > 17.5Kft. In addition to the rates for >12Kft. < 17Kft.					
269		Remove Load Coils	PENDING			\$0.00	NA
270		Remove Bridged Tap	PENDING			\$0.00	NA
271		Remove Repeater	PENDING			\$0.00	NA
272							
273		Cross Connects					
274		2-Wire /4/	CXCT2	\$ 0.13		NA	NA
275		4-Wire	CXCT4	\$ 0.27		NA	NA
276		DS1/LT1	CXCDX	\$ 16.46		NA	NA
277		DS3/LT3	CXCEX	NA		NA	NA
278		DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 27.86		NA	NA
279							
280		DS1 Interoffice Mileage Per Point of Termination					
281		Zone 1	CZ4X1	\$ 12.39			
282		Zone 2	CZ4X2	\$ 12.28			

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
			Monthly	Initial Additional
283	Zone 3	CZ4X3	\$ 13.17	
284	Interzone	CZ4X4	\$ 13.36	
285	DS1 Interoffice Mileage Per Mile			
286	Zone 1	1YZX1	\$ 0.69	
287	Zone 2	1YZX2	\$ 0.77	
288	Zone 3	1YZX3	\$ 0.50	
289	Interzone	1YZX4	\$ 0.20	
290	DS1 Clear Channel Capability - Per DS1 Circuit Arranged			
291	All Zones Connect	CLYX1-X3		\$ 75.28
292	All Zones Disconnect	Pending		\$ 6.65
293				
294	DS1 Interoffice NRC (Connect + Disconnect)			
295	Connect Zone 1	Pending		\$ 57.80
296	Connect Zone 2	Pending		\$ 57.80
297	Connect Zone 3	Pending		\$ 57.80
298	Disconnect Zone 1	Pending		\$ 22.70
299	Disconnect Zone 2	Pending		\$ 22.70
300	Disconnect Zone 3	Pending		\$ 22.70
301				
302	DS1 Installation and Rearrangement - Admin.Charge,Connect, Per Order	ORCMX		\$ 3.14
303	Installation and Rearrangement - Admin.Charge,Disconnect, Per Order	NRBCL		\$ 2.13
304				
305	DS3 Interoffice Mileage Termination - Per Point of Termination			
306	Zone 1	CZ4W1	\$ 129.82	
307	Zone 2	CZ4W2	\$ 114.98	
308	Zone 3	CZ4W3	\$ 110.02	
309	Interzone	CZ4W4	\$ 121.50	
310	DS3 Interoffice Mileage - Per Mile			
311	Zone 1	1YZB1	\$ 6.20	
312	Zone 2	1YZB2	\$ 3.84	
313	Zone 3	1YZB3	\$ 9.52	
314	Interzone	1YZB4	\$ 3.73	
315				
316	DS3 Interoffice NRC (Connect + Disconnect)			
317	Connect Zone 1	Pending		\$ 74.59
318	Connect Zone 2	Pending		\$ 74.59
319	Connect Zone 3	Pending		\$ 74.59
320	Disconnect Zone 1	Pending		\$ 22.70
321	Disconnect Zone 2	Pending		\$ 22.70
322	Disconnect Zone 3	Pending		\$ 22.70
323				
324	DS3 Installation and Rearrangement - Admin.Charge,Connect, Per Order	ORCMX		\$ 3.14
325	Installation and Rearrangement - Admin.Charge,Disconnect, Per Order	NRBCL		\$ 2.13
326				
327	Multiplexing			
328	DS1 to Voice Grade All Zones, Per Arrangement	QMVX1-X3	\$ 280.24	NA NA
329	DS3 to DS1 All Zones, Per Arrangement	QM3X1-X3	\$ 414.55	NA NA
330				
331	Dedicated Transport Cross Connects			
332	DS1	CXCDX	\$ 0.54	NA NA
333	DS3	CXCEX	\$ 16.46	NA NA
334	Cancellation or Change Service Charge, per Last Critical Date Reached			
335	DS1			
336	Service Order Portion to be applied to each critical date below	Pending		\$ 2.07
337	Design Lay Out Report Date	NR95W		\$ 21.09
338	Records Issue Date	NR95X		\$ 21.09
339	Designed Verified and Assigned Date	NR95Y		\$ 31.63
340	Plant Test Date	NR95Z		\$ 59.16
341	DS3 Service Order Portion to be applied to each critical date below	Pending	NA	\$ 2.07 NA
342	Design Lay Out Report Date	NR95S	NA	\$ 20.38 NA
343	Records Issue Date	NR95T	NA	\$ 20.97 NA
344	Designed Verified and Assigned Date	NR95U	NA	\$ 53.61 NA
345	Plant Test Date	NR95V	NA	\$ 76.53 NA
346				
347	Due Date Change Charge Per Order or Occasion			
348	DS1	Pending		\$ 0.43
349	DS3	Pending		\$ 0.43
350				
351				
352				
353	Dark Fiber			
354	Dark Fiber Interoffice			
355	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 25.34	NA NA
356	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	#####	NA NA
357	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.11	NA NA
358	Inquiry (Per Request)			
359	Dark Fiber Interoffice Transport - NRC	NR9D6	NA	\$ 338.03 NA
360	Interoffice inquiry (Service Order) Charge, per request			\$ 2.33
361	FIRM ORDER (Per Fiber Strand)			
362	Installation			
363	Administrative per Order	NRB51	NA	\$ 14.35 NA
364	Dark Fiber Interoffice Transport - NRC	NRB54	NA	\$ 466.62 NA
365	Disconnect			
366	Administrative per Order	NR9H2	NA	\$ 14.12 NA
367	Dark Fiber Interoffice Transport - NRC	NR9H5	NA	\$ 137.30 NA
368				
369	Routine Modifications			
370	Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB NA
371				
372	LNP			
373	Local Number Portability /9/	NSR	\$0.00	N/A
374	Maintenance of Service Charge	VRP	NA	\$ 71.00
375				
376				

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
			Monthly	Initial Additional
377	OTHER			
378	Directory Assistance			
379				
380	Facility- Based DA			
381	Directory Assistance, per occurrence	OPEN	\$ 0.248852	NA NA
382	Directory Assistance Call Completion (DACC)	OPEN	\$ 0.004099	NA NA
383	Directory Assistance/National Directory Assistance, per occurrence/Reverse D	OPEN	\$ 0.35	NA NA
384	Branding - Other - Initial/Subsequent Load	OPEN		
385	- per call	OPEN	\$ 0.003090	
386	Branding - Facility Based - Initial/Subsequent Load			\$ 1,098.67 \$ 143.75
387	- Branding, per trunk group	OPEN	NA	\$ 800.00
388	Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00 NA
389	Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00 NA
390				
391	DA Listing License			
392	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
393	- per listing for initial load	OPEN	NA	\$ 0.040 NA
394	- per listing for subsequent updates	OPEN	NA	\$ 0.060 NA
395	Option #2 Full File (all states inclusive) Billable Release			
396	- per listing for initial load	OPEN	NA	\$ 0.020 NA
397	- per listing for subsequent updates	OPEN	NA	\$ 0.030 NA
398	- per usage/query	OPEN	NA	\$ 0.020 NA
399	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
400	- per listing for initial load	OPEN	NA	\$ 0.050 NA
401	- per listing for subsequent updates	OPEN	NA	\$ 0.060 NA
402	Option #4 Pick & Choose (by state) Billable Release			
403	- per listing for initial load	OPEN	NA	\$ 0.020 NA
404	- per listing for subsequent updates	OPEN	NA	\$ 0.030 NA
405	- per usage/query	OPEN	NA	\$ 0.020 NA
406				
407	Operator Services			
408	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.017312	NA NA
409	Operator Assisted Call Processing, per work second	OPEN	\$ 0.276712	NA NA
410	Branding - Other - Initial/Subsequent Load	OPEN		1,098.67 143.75
411	- per call	OPEN	\$ 0.003090	
412	Branding - Facility Based - Initial/Subsequent Load			
413	- Branding, per trunk group	OPEN	NA	\$ 800.00 NA
414	Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00 NA
415	Rate Reference - Subsequent Rater Load or Reference Load	OPEN	NA	\$ 1,000.00 NA
416				
417	Ancillary Message Compensation (per message)	OPEN	0.03	N/A N/A
418				
419	Structure Access - Poles & Ducts		Annually	
420	Per Pole attachment*	OPEN	\$ 1.48	
421	Per Foot of innerduct	OPEN	\$ 0.08	
422	Application fee	OPEN		\$ 200.00
423	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
424	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
425				
426	Emergency Number Service Access			
427	911 Selective Router Interconnection			
428	-Each DSO installed			
429	-Analog Channel Interface	EV69X	\$ 19.81	\$ 496.18
430	ANI/ALI/SR and Database Management			
431	- Per 100 records, rounded up to nearest 100	9589X	\$ 3.93	\$0.00
432	911 Selective Router Switch Administration			
433	-Per Selective Router			
434				
435	INTERCARRIER COMPENSATION			
436				
437	Rate for All ISP-Bound and Section 251 (b)(5) Traffic as per FCC 01-131, per MC	USAGE	\$ 0.0007	
438				
439				
440	RESALE		RESALE DISCOUNTS	
441	BUSINESS		RECURRING	NON-RECURRING
442	LOCAL EXCHANGE SERVICE			
443	Business 1 Party	RESALE	16.62%	16.62%
444	Business - Measured	RESALE	16.62%	16.62%
445	Customer Operated Pay Telephone (COPT)	RESALE	16.62%	16.62%
446				
447	EXPANDED LOCAL CALLING			
448	Interzone	RESALE	16.62%	16.62%
449				
450	VERTICAL SERVICES			
451	Anonymous Call Rejection	RESALE	16.62%	16.62%
452	Repeat Dialing (Auto Redial)	RESALE	16.62%	16.62%
453	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	16.62%	16.62%
454	Call Blocker	RESALE	16.62%	16.62%
455	Call Forwarding	RESALE	16.62%	16.62%
456	Call Forwarding - Busy Line	RESALE	16.62%	16.62%
457	Call Forwarding - Busy Line/Don't Answer	RESALE	16.62%	16.62%
458	Call Forwarding - Don't Answer	RESALE	16.62%	16.62%
459	Automatic CallBack (Call Return)	RESALE	16.62%	16.62%
460	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	16.62%	16.62%
461	Call Trace	RESALE	16.62%	16.62%
462	Call Waiting	RESALE	16.62%	16.62%
463	Caller ID With Name (Calling Name)	RESALE	16.62%	16.62%
464	Caller ID (Calling Number)	RESALE	16.62%	16.62%
465	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	16.62%	16.62%
466	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	16.62%	16.62%
467	Remote Access to Call Forwarding (Grandfathered)	RESALE	0%	0%
468	Selective Call Forwarding	RESALE	0%	0%
469	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	16.62%	16.62%
470	Remote Call Forwarding-Per Feature	RESALE	16.62%	16.62%

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
		Monthly	Initial	Additional
471	RCF, Interstate, Interexchange	RESALE 16.62%	16.62%	
472	RCF, Intrastate	RESALE 16.62%	16.62%	
473	RCF, Interstate, International	RESALE 16.62%	16.62%	
474	RCF, Intrastate, Interexchange	RESALE 16.62%	16.62%	
475	RCF to 800	RESALE 16.62%	16.62%	
476	RCF Additional	RESALE 16.62%	16.62%	
477	Speed Calling 8	RESALE 16.62%	16.62%	
478	Speed Calling 30	RESALE 16.62%	16.62%	
479	Three Way Calling	RESALE 16.62%	16.62%	
480	Call Screening	RESALE 16.62%	16.62%	
481	Busy Line Transfer	RESALE 16.62%	16.62%	
482	Alternate Answer	RESALE 16.62%	16.62%	
483	Message Waiting - Tone	RESALE 16.62%	16.62%	
484	Easy Call	RESALE 16.62%	16.62%	
485	Prime Number Service	RESALE 16.62%	16.62%	
486	SBC Michigan Privacy Manager	RESALE 16.62%	16.62%	
487	Name and Number Delivery Service	RESALE 16.62%	16.62%	
488				
489	DID			
490	DID	RESALE 16.62%	16.62%	
491				
492	TRUNKS			
493	Trunk	RESALE 16.62%	16.62%	
494				
495	AIN			
496	Area Wide Networking	RESALE 16.62%	16.62%	
497	SBC Michigan Switch Alternate Routing (ANSAR)	RESALE 16.62%	16.62%	
498	SBC Michigan Customer Location Alternate Routing (ACLAR)	RESALE 16.62%	16.62%	
499				
500	OTHER			
501	Grandfathered Services	RESALE 0.00%	0.00%	
502	Promotions (Greater than 90 days)	RESALE 16.62%	16.62%	
503	TouchTone (Business)	RESALE 16.62%	16.62%	
504	TouchTone (Trunk)	RESALE 16.62%	16.62%	
505	900/976 Call Blocking (900/976 Call Restriction)	RESALE 0%	0%	
506	976 (976 Information Delivery Service)	RESALE 0%	0%	
507	Access Services (See Access Tariff)	RESALE 0%	0%	
508	Additional Directory Listings	RESALE 16.62%	16.62%	
509	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE 0%	0%	
510	Connection Services	RESALE 16.62%	16.62%	
511	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE 0%	0%	
512	Shared Tenant Service	RESALE 0%	0%	
513				
514	Data Services			
515	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE 16.62%	16.62%	
516	PBX Trunks	RESALE 16.62%	16.62%	
517	Mult-Site Optical Network (MON)	RESALE 16.62%	16.62%	
518	OCn-PTP	RESALE 16.62%	16.62%	
519	ADTS-E	RESALE 16.62%	16.62%	
520	DS0	RESALE 16.62%	16.62%	
521	DS1	RESALE 16.62%	16.62%	
522	DS3	RESALE 16.62%	16.62%	
523				
524	ISDN			
525	ISDN	RESALE 16.62%	16.62%	
526				
527	DIRECTORY ASSISTANCE SERVICES			
528	Directory Assistance Services	RESALE 16.62%	20.29%	
529	Local Operator Assistance Service	RESALE 16.62%	16.62%	
530				
531	TOLL			
532	TOLL	RESALE 16.62%	16.62%	
533				
534	OPTIONAL TOLL CALLING PLANS			
535	Optional Toll Calling Plans	RESALE 16.62%	16.62%	
536				
537	CENTREX (PLEXAR)			
538	SBC Michigan Centrex Service ACS	RESALE 16.62%	16.62%	
539	SBC Michigan Centrex Network Manager	RESALE 0%	0%	
540				
541	PRIVATE LINE			
542	Analog Private Lines	RESALE 16.62%	16.62%	
543	Private Line Channel Services	RESALE 16.62%	16.62%	
544				
545	RESIDENCE	RESALE DISCOUNTS		
546	LOCAL EXCHANGE SERVICE	RECURRING	NON-RECURRING	
547	Life Line	RESALE 0%	0%	
548	Residence 1 Party	RESALE 16.62%	16.62%	
549	Residence Measured	RESALE 16.62%	16.62%	
550				
551	EXPANDED LOCAL CALLING			
552	Interzone	RESALE 16.62%	16.62%	
553				
554	VERTICAL SERVICES			
555	Anonymous Call Rejection	RESALE 16.62%	16.62%	
556	Repeat Dialing (Auto Redial)	RESALE 16.62%	16.62%	
557	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE 16.62%	16.62%	
558	Call Blocker	RESALE 16.62%	16.62%	
559	Call Forwarding	RESALE 16.62%	16.62%	
560	Call Forwarding - Busy Line	RESALE 16.62%	16.62%	
561	Call Forwarding - Busy Line/Don't Answer	RESALE 16.62%	16.62%	
562	Call Forwarding - Don't Answer	RESALE 16.62%	16.62%	
563	Automatic Call-Back (Call Return)	RESALE 16.62%	16.62%	
564	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE 16.62%	16.62%	

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	SBC RECURRING	SBC NON-RECURRING
			Monthly	Initial Additional
565	Call Trace	RESALE	16.62%	16.62%
566	Call Waiting	RESALE	16.62%	16.62%
567	Caller ID with Name (Calling Name)	RESALE	16.62%	16.62%
568	Caller ID (Calling Number)	RESALE	16.62%	16.62%
569	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	16.62%	16.62%
570	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st depend	RESALE	16.62%	16.62%
571	Priority Call	RESALE	16.62%	16.62%
572	Remote Access to Call Forwarding (GF)	RESALE	0%	0%
573	RCF, Interstate, Interexchange	RESALE	16.62%	16.62%
574	RCF, Intrastate	RESALE	16.62%	16.62%
575	RCF, Interstate, International	RESALE	16.62%	16.62%
576	RCF, Intrastate, Interexchange	RESALE	16.62%	16.62%
577	RCF to 800	RESALE	16.62%	16.62%
578	RCF Additional	RESALE	16.62%	16.62%
579	Selective Call Forwarding	RESALE	16.62%	16.62%
580	Speed Calling 8	RESALE	16.62%	16.62%
581	Three Way Calling	RESALE	16.62%	16.62%
582	Call Screening	RESALE	16.62%	16.62%
583	Busy Line Transfer	RESALE	16.62%	16.62%
584	Alternate Answer	RESALE	16.62%	16.62%
585	Message Waiting - Tone	RESALE	16.62%	16.62%
586	Easy Call	RESALE	16.62%	16.62%
587	SBC Michigan Privacy Manager	RESALE	16.62%	16.62%
588	Name and Number Delivery Service	RESALE	16.62%	16.62%
589				
590	ISDN			
591	ISDN	RESALE	16.62%	16.62%
592				
593	Other (Resale)			
594	DIRECTORY ASSISTANCE SERVICES			
595	Directory Assistance Services	RESALE	16.62%	16.62%
596	Local Operator Assistance Service	RESALE	16.62%	16.62%
597	Reverse Directory Assistance	RESALE	\$1.25	
598	OS/DA Reseller Branding - Initial Load Subsequent Load	RESALE		\$1,098.67 143.75
599	OS/DA OS/DA Reseller Branding - Per Call	RESALE	\$0.025	
600	OS/DA Reseller Rate Reference - Initial Load	RESALE		\$2,200.00
601	OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	RESALE		\$1,000.00
602				
603	OTHER			
604	Grandfathered Services	RESALE	0%	0%
605	Promotions (Greater than 90 Days)	RESALE	16.62%	16.62%
606	TouchTone	RESALE	16.62%	16.62%
607	Home Services Packages	RESALE	16.62%	16.62%
608	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%
609	976 (976 Information Delivery Service)	RESALE	0%	0%
610	Access Services (See Access Tariff)	RESALE	0%	0%
611	Additional Directory Listings	RESALE	16.62%	16.62%
612	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%
613	Connection Services	RESALE	16.62%	16.62%
614	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
615	Shared Tenant Service	RESALE	0%	0%
616	Restoral of Service Charge	RESALE		Tariff 20 Part 22 Section 2
617				
618	TOLL			
619	Toll	RESALE	16.62%	16.62%
620				
621	Electronic Billing Information Data (daily usage)	RESALE	\$0.00	
622	per message			
623				
624	Line Connection Charge			
625	Residence	RESALE		Tariff 20 Part 22 Section 2
626	Business	RESALE		Tariff 20 Part 22 Section 2
627	Service Order/Service Request Charge			
628	Residence	RESALE		Tariff 20 Part 22 Section 2
629	Business	RESALE		Tariff 20 Part 22 Section 2
630	Non-Electronic (Manual) Service Order Charge			
631	Residence	RESALE		Tariff 20 Part 22 Section 2
632	Business	RESALE		Tariff 20 Part 22 Section 2
633				
634	Notes			
635				
636				
637	/2/ Does not apply to pre-existing UNE-P Currently Combined Installations.			
638	/3/ Only applies to pre-existing UNE-P Migrations.			
639	/4/ Applies only once per UNE-P Combination.			
640	/5/ Does not apply to Special Access to UNE conversions.			
641	/6/ Does not apply to new UNE-P installations.			
642	/7/ Does not apply to new EEL installations.			
643	/8/ Does not apply to pre-existing UNE-P Migrations.			
644	/9/ Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing effective October 1, 2004.			
645	* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.			

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma, SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 As used herein, **SBC-MI** means the applicable above listed ILEC doing business in Michigan.
- 1.3 As used herein, **Collaborative Process** shall mean the OSS and performance measurement collaborative process established pursuant to Michigan Public Service Commission (“MPSC”) Case number U11830.
- 1.4 As used herein, **Remedy Plan** shall mean the performance measurement remedy plan approved by the MPSC in Case number U11830.
- 1.5 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC’s OSS application-to-application interfaces.
- 1.6 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC-MI** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.7 In addition to the exclusions described in the performance measures and Remedy Plan developed within the Collaborative Process, and unless otherwise ordered by the MPSC, **SBC-MI** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC’s agent for connection to SBC-LEC’s OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, Remedy Plan and Business Rules developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Remedy Plan and Schedule, and the state-specific Business Rules, including, without limitation, any **SBC-MI** obligation to pay remedies pursuant to the Remedy Plan and Schedule which will be posted on SBC’s Internet website. **SBC-MI** agrees to post the Business Rules on SBC’s Internet website in accordance with the final resolutions achieved in the Collaborative Process.
- 2.2 The parties agree that performance measurements, Remedy Plan and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized and on a going forward basis. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, Remedy Plan and Business Rules adopted in the Collaborative Process. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and compliance with and implementation of any such order shall not

represent voluntary agreement to pay liquidated damages nor a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.

- 2.3 Any payment by SBC-MI pursuant to the Remedy Plan may be by either direct payment (such as a check) or by bill credit. If CLEC selects the direct payment option, CLEC shall submit the attached form. If CLEC does not submit the attached form, any payment shall be by bill credit.

SBC – Michigan Performance Measurements Appendix CLEC Identification and Liquidated Damages Information Form

A complete and accurate CLEC Identification and Liquidated Damages Information Form is required to be submitted before any liquidated damages may be processed for the CLEC, in accordance with the SBC – Michigan Performance Measurement Appendix. Please refer to the Appendix and the SBC CLEC website for more information on Performance Measurements and the Performance Remedy Plan. Submission of this form neither proves nor guarantees that performance remedies are due to the CLEC.

Activity

☐

New

☐

Change

Identifying Information

CLEC Legal Name			
Name in which the CLEC does business			
Federal Tax ID			
ACNA Code		SPID Code (LNP Only)	
Liquidated Damages for (Company Name)			
Name (if different)			

CLEC Information (Please provide the following payment information)

Check one of the following options:

☐

Bill Credit

☐

Check

Complete the additional payment information below for **Check** only:

Payee Name	
Street Address (mail to)	
City / State / Zip Code	
Contact Name	
Contact Phone	

Fax or mail the completed form to the following location:

Fax – (314) 957-2595

Mail: Long Distance Compliance, 13075 Manchester Road, Des Peres, Mo. 63131

Implementation of liquidated damages calculations will begin in accordance with CLEC's Performance Measurement Appendix. The person signing this form represents and warrants that the information provided on this form is complete and accurate and that he/she is authorized by the CLEC identified on the form to provide such information. If Electronic Funds Transfer (EFT) is desired instead of a check, contact your SBC Account Manager to obtain the additional forms.

Signed by: _____

Date: _____

Print Name: _____

Title: _____

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:**Date Prepared**

APPENDIX PRICING (MISSOURI)

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APPENDIX PRICING (MISSOURI)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC-owned ILEC doing business in Missouri.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC MISSOURI** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC MISSOURI will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC MISSOURI will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC MISSOURI and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

<u>Rate Zone:</u>	<u>Description:</u>
Zone 1	The geographic area within each of the <u>SBC MISSOURI</u> exchanges which are classified as Rate group D exchanges in <u>SBC MISSOURI</u> 's Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the <u>SBC MISSOURI</u> exchanges which are classified as Rate group B exchanges in <u>SBC MISSOURI</u> 's Local Exchange Tariff
Zone 3	The geographic area within each of the <u>SBC MISSOURI</u> exchanges which are classified as Rate group A exchanges in <u>SBC MISSOURI</u> 's Local Exchange Tariff
Zone 4	The geographic area within each of the <u>SBC MISSOURI</u> exchanges which are classified as Rate group C exchanges in <u>SBC MISSOURI</u> 's Local Exchange Tariff; (Springfield Exchanges). Zone 4 rates will be billed as Zone 1 rates.

- 1.9 **SBC MISSOURI**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC MISSOURI** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC MISSOURI** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:
- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC MISSOURI**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC MISSOURI**'s current generic contract rate for the Product or Service set forth in **SBC MISSOURI**'s applicable state-specific generic pricing schedule as published on **SBC MISSOURI**'s CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC MISSOURI** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **SBC MISSOURI**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC MISSOURI**'s right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC MISSOURI** for that Product or Service and incorporated into **SBC MISSOURI**'s current state-specific generic pricing schedule as published on **SBC MISSOURI**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC MISSOURI** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC MISSOURI** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC MISSOURI** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 **SBC MISSOURI**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC MISSOURI**'s right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC MISSOURI will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC MISSOURI will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on a CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC MISSOURI network, without any changes to SBC MISSOURI's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC MISSOURI to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

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

SOUTHWESTERN BELL TELEPHONE, L.P.

d/b/a SBC MISSOURI

April 5, 2005

APPENDIX PRICING - All Traffic

SCHEDULE OF PRICES

SBC MO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1			NETWORK ELEMENTS					
2		Local Loops	** Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 71.45	\$ 35.70	
3			** 2-Wire Analog Zone 1 (Urban STL, KC)	U21	\$ 12.71	\$ 26.07	\$ 11.09	
4			** 2-Wire Analog Zone 2 (Suburban)	U21	\$ 20.71	\$ 26.07	\$ 11.09	
5			** 2-Wire Analog Zone 3 (Rural)	U21	\$ 33.29	\$ 26.07	\$ 11.09	
6			** 2-Wire Analog Zone 4 (Urban Springfield)	U21	\$ 18.23	\$ 26.07	\$ 11.09	
7			** 2-Wire Analog Zone 1 (Urban STL, KC) - UNE-P	RB9	\$ 12.71	NA	NA	
8			** 2-Wire Analog Zone 2 (Suburban) - UNE-P	RB9	\$ 20.71	NA	NA	
9			** 2-Wire Analog Zone 3 (Rural) - UNE-P	RB9	\$ 33.29	NA	NA	
10			** 2-Wire Analog Zone 4 (Urban Springfield) - UNE-P	RB9	\$ 18.23	NA	NA	
11			** Conditioning for dB loss from 8db to 5db	UL2	\$ 6.63	\$ 22.76	\$ 8.58	
12			** 4-Wire Analog Zone 1 (Urban STL, KC)	U4H	\$ 19.79	\$ 28.77	\$ 11.09	
13			** 4-Wire Analog Zone 2 (Suburban)	U4H	\$ 35.35	\$ 28.77	\$ 11.09	
14			** 4-Wire Analog Zone 3 (Rural)	U4H	\$ 61.16	\$ 28.77	\$ 11.09	
15			** 4-Wire Analog Zone 4 (Urban Springfield)	U4H	\$ 30.08	\$ 28.77	\$ 11.09	
16			** 2-Wire Digital Zone 1 (Urban STL, KC)	U2Q	\$ 25.79	\$ 57.77	\$ 30.22	
17			** 2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 42.10	\$ 57.77	\$ 30.22	
18			** 2-Wire Digital Zone 3 (Rural)	U2Q	\$ 58.44	\$ 57.77	\$ 30.22	
19			** 2-Wire Digital Zone 4 (Urban Springfield)	U2Q	\$ 41.44	\$ 57.77	\$ 30.22	
20			** 2-Wire Digital Zone 1 (Urban STL, KC) - UNE-P	RB8	\$ 25.79	NA	NA	
21			** 2-Wire Digital Zone 2 (Suburban) - UNE-P	RB8	\$ 42.10	NA	NA	
22			** 2-Wire Digital Zone 3 (Rural) - UNE-P	RB8	\$ 58.44	NA	NA	
23			** 2-Wire Digital Zone 4 (Urban Springfield) - UNE-P	RB8	\$ 41.44	NA	NA	
24			** 4-Wire Digital Zone 1 (Urban STL, KC)	U4D1X	\$ 101.18	\$ 136.63	\$ 53.94	
25			** 4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 106.06	\$ 136.63	\$ 53.94	
26			** 4-Wire Digital Zone 3 (Rural)	U4D1X	\$ 107.89	\$ 136.63	\$ 53.94	
27			** 4-Wire Digital Zone 4 (Urban Springfield)	U4D1X	\$ 101.39	\$ 136.63	\$ 53.94	
			4-Wire Digital Zone 1 (Urban STL, KC) - UNE-P	RB6	\$ 101.18	NA	NA	
			4-Wire Digital Zone 2 (Suburban) - UNE-P	RB6	\$ 106.06	NA	NA	
			4-Wire Digital Zone 3 (Rural) - UNE-P	RB6	\$ 107.89	NA	NA	
			4-Wire Digital Zone 4 (Urban Springfield) - UNE-P	RB6	\$ 101.39	NA	NA	
28			DS3 Loop Zone 1 (Urban STL, KS)	U4D3X	\$ 819.86	\$ 845.75	\$ 375.03	
29			DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,122.13	\$ 845.75	\$ 375.03	
30			DS3 Loop Zone 3 (Rural)	U4D3X	\$ 1,176.81	\$ 845.75	\$ 375.03	
31			DS3 Loop Zone 4 (Urban Springfield)	U4D3X	\$ 1,127.98	\$ 845.75	\$ 375.03	
32		UNE-P Loop Non Recurring Rate	2W Analog - UNE-P - NRC - all zones	NRFR1	NA	\$ 26.07	\$ 11.09	
33			2W Digital - UNE-P - NRC - all zones	NRFR3	NA	\$ 57.77	\$ 30.22	
34			4W Digital - UNE-P - NRC - all zones	NRFR4	NA	\$ 136.63	\$ 53.94	
35								
36		DSL Capable Loops						
37		2-Wire xDSL Loop	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLAX	\$ 12.71	\$ 26.07	\$ 11.09	
38			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 20.71	\$ 26.07	\$ 11.09	
39			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLAX	\$ 33.29	\$ 26.07	\$ 11.09	
40			*PSD #1 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLAX	\$ 18.23	\$ 26.07	\$ 11.09	
41			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLCX	\$ 12.71	\$ 26.07	\$ 11.09	
42			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 20.71	\$ 26.07	\$ 11.09	
43			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLCX	\$ 33.29	\$ 26.07	\$ 11.09	
44			*PSD #2 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLCX	\$ 18.23	\$ 26.07	\$ 11.09	
45			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLBX	\$ 12.71	\$ 26.07	\$ 11.09	
46			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 20.71	\$ 26.07	\$ 11.09	
47			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLBX	\$ 33.29	\$ 26.07	\$ 11.09	
48			*PSD #3 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLBX	\$ 18.23	\$ 26.07	\$ 11.09	
49			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLDX	\$ 12.71	\$ 26.07	\$ 11.09	
50			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 20.71	\$ 26.07	\$ 11.09	
51			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLDX	\$ 33.29	\$ 26.07	\$ 11.09	
52			*PSD #4 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLDX	\$ 18.23	\$ 26.07	\$ 11.09	
53			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	U2F	\$ 12.71	\$ 26.07	\$ 11.09	

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SOUTHWESTERN BELL TELEPHONE, L.P.

d/b/a SBC MISSOURI

April 5, 2005

APPENDIX PRICING - All Traffic

SCHEDULE OF PRICES

SBC MO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
54			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 20.71	\$ 26.07	\$ 11.09	
55			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Rural)	U2F	\$ 33.29	\$ 26.07	\$ 11.09	
56			*PSD #5 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	U2F	\$ 18.23	\$ 26.07	\$ 11.09	
57			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLFX	\$ 12.71	\$ 26.07	\$ 11.09	
58			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 20.71	\$ 26.07	\$ 11.09	
59			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLFX	\$ 33.29	\$ 26.07	\$ 11.09	
60			*PSD #7 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLFX	\$ 18.23	\$ 26.07	\$ 11.09	
61		4-Wire xDSL Loop	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Urban STL, KS)	4SL1X	\$ 19.79	\$ 28.77	\$ 11.09	
62			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 35.35	\$ 28.77	\$ 11.09	
63			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Rural)	4SL1X	\$ 61.16	\$ 28.77	\$ 11.09	
64			*PSD #3 - 4-Wire xDSL Loop - Zone 4 (Urban Springfield)	4SL1X	\$ 30.08	\$ 28.77	\$ 11.09	
65			* USOCs used for inventory purpose only					
66		IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 25.79	\$ 55.77	\$ 30.22	
67			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 42.10	\$ 55.77	\$ 30.22	
68			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 58.44	\$ 55.77	\$ 30.22	
69			IDSL Loop Zone 4 (Urban SpringField)	UY5FX	\$ 41.44	\$ 55.77	\$ 30.22	
70		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
71			Loop Qualification Process - Manual	NRBXU	N/A	\$ 84.15	N/A	
72			Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
73		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 289.51	\$ 13.74	
74			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 358.31	\$ 17.14	
75			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 141.23	\$ 17.14	
76			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 727.20	\$ 48.09	
77			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTU	None	\$ 626.25	\$ 32.62	
78			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 240.09	\$ 32.62	
79			Removal of Excessive Bridged Taps	NRBXW	None	\$ 484.19	\$ 24.24	
80			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 299.64	\$ 15.47	
81			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 98.86	\$ 15.47	
82			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 727.20	\$ 53.96	
83			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 609.70	\$ 23.11	
84			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 238.13	\$ 23.11	
85			Removal of Load Coils	NRBXZ	None	\$ 727.20	\$ 18.18	
86			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 329.12	\$ 7.30	
87			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 139.27	\$ 7.30	
88		Removal of All Bridged Tap (RABT) - MMP						
89			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	NONE	\$ 338.64	NONE	
90			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	NONE	\$ 876.63	NONE	
91			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops per element incremental	NRMRS	NONE	\$ 338.64	\$ 338.64	
92			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	NONE	\$ 338.64	\$ 338.64	
93		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.80	\$ 19.96	\$ 12.69	

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SOUTHWESTERN BELL TELEPHONE, L.P.

d/b/a SBC MISSOURI

April 5, 2005

APPENDIX PRICING - All Traffic

SCHEDULE OF PRICES

SBC MO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
94			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 0.31	\$ 19.96	\$ 12.69	
95			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 0.31	\$ 19.96	\$ 12.69	
96		LST	LST performed on CODSLAM Loop	URCLD	none	\$ 234.50	none	
97			LST performed on Sub Loop	URCLB	none	\$ 227.49	none	
98		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 2.10	\$ 136.40	\$ 112.75	
99			2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 0.31	\$ 19.96	\$ 12.69	
100			4-Wire Analog Loop to Collocation	UCXC4	\$ 4.20	\$ 142.25	\$ 118.60	
101			4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 0.63	\$ 25.38	\$ 17.73	
102			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 2.10	\$ 136.40	\$ 112.75	
103			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	\$ 0.31	\$ 19.96	\$ 12.69	
104			4-Wire Digital Loop to Collocation	UDLY4	\$ 11.30	\$ 229.05	\$ 225.05	
105			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 29.11	\$ 153.36	\$ 109.14	
106		Sub-loop Unbundling	ECS to SAI Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAP	\$ 1.82	None	None	
107			ECS to SAI Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.28	None	None	
108			ECS to SAI Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAP	\$ 1.94	None	None	
109			ECS to SAI Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAP	\$ 1.46	None	None	
110			ECS to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL)	U6LAQ	\$ 6.02	None	None	
111			ECS to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 10.66	None	None	
112			ECS to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAQ	\$ 14.55	None	None	
113			ECS to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAQ	\$ 9.10	None	None	
114			ECS to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAR	\$ 13.95	None	None	
115			ECS to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 18.16	None	None	
116			ECS to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAR	\$ 21.93	None	None	
117			ECS to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAR	\$ 16.61	None	None	
118			SAI to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL)	U6LAS	\$ 4.73	None	None	
119			SAI to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 9.86	None	None	
120			SAI to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAS	\$ 13.19	None	None	
121			SAI to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAS	\$ 8.14	None	None	
122			SAI to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAT	\$ 12.66	None	None	
123			SAI to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 17.36	None	None	
124			SAI to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAT	\$ 20.57	None	None	
125			SAI to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAT	\$ 15.66	None	None	
126			Terminal to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL)	U6LAU	\$ 8.07	None	None	
127			Terminal to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 7.64	None	None	
128			Terminal to NID Subloop Charge 2-Wire Analog Zone 3 (Rural)	U6LAU	\$ 7.51	None	None	
129			Terminal to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAU	\$ 7.65	None	None	
130			ECS to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEP	\$ 3.64	None	None	
131			ECS to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.56	None	None	
132			ECS to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEP	\$ 3.87	None	None	
133			ECS to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEP	\$ 2.92	None	None	
134			ECS to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL)	U6LEQ	\$ 12.04	None	None	
135			ECS to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 21.32	None	None	
136			ECS to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEQ	\$ 29.10	None	None	
137			ECS to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEQ	\$ 18.20	None	None	
138			ECS to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LER	\$ 24.88	None	None	
139			ECS to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 34.17	None	None	
140			ECS to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LER	\$ 41.95	None	None	
141			ECS to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LER	\$ 31.04	None	None	
142			SAI to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL)	U6LES	\$ 9.46	None	None	
143			SAI to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 19.72	None	None	
144			SAI to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LES	\$ 26.39	None	None	

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SOUTHWESTERN BELL TELEPHONE, L.P.

d/b/a SBC MISSOURI

April 5, 2005

APPENDIX PRICING - All Traffic

SCHEDULE OF PRICES

SBC MO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
145			SAI to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LES	\$ 16.29	None	None	
146			SAI to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LET	\$ 22.30	None	None	
147			SAI to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.57	None	None	
148			SAI to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LET	\$ 39.24	None	None	
149			SAI to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LET	\$ 29.14	None	None	
150			Terminal to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEU	\$ 13.13	None	None	
151			Terminal to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 13.13	None	None	
152			Terminal to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEU	\$ 13.13	None	None	
153			Terminal to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEU	\$ 13.13	None	None	
154			ECS to SAI Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCP	\$ 1.78	None	None	
155			ECS to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.28	None	None	
156			ECS to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCP	\$ 1.89	None	None	
157			ECS to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCP	\$ 1.43	None	None	
158			ECS to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCQ	\$ 5.97	None	None	
159			ECS to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 10.66	None	None	
160			ECS to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCQ	\$ 14.51	None	None	
161			ECS to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCQ	\$ 9.07	None	None	
162			ECS to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCR	\$ 13.91	None	None	
163			ECS to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.16	None	None	
164			ECS to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCR	\$ 21.88	None	None	
165			ECS to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCR	\$ 16.58	None	None	
166			SAI to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCS	\$ 4.68	None	None	
167			SAI to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 9.86	None	None	
168			SAI to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCS	\$ 13.15	None	None	
169			SAI to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCS	\$ 8.12	None	None	
170			SAI to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCT	\$ 12.62	None	None	
171			SAI to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 17.35	None	None	
172			SAI to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCT	\$ 20.53	None	None	
173			SAI to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCT	\$ 15.63	None	None	
174			Terminal to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCU	\$ 8.07	None	None	
175			Terminal to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 7.64	None	None	
176			Terminal to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCU	\$ 7.51	None	None	
177			Terminal to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCU	\$ 7.65	None	None	
178			ECS to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGP	\$ 3.55	None	None	
179			ECS to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.56	None	None	
180			ECS to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGP	\$ 3.79	None	None	
181			ECS to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGP	\$ 2.87	None	None	
182			ECS to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGQ	\$ 11.95	None	None	
183			ECS to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 21.31	None	None	
184			ECS to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGQ	\$ 29.02	None	None	
185			ECS to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGQ	\$ 18.14	None	None	
186			ECS to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGR	\$ 24.79	None	None	
187			ECS to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 34.16	None	None	
188			ECS to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGR	\$ 41.87	None	None	
189			ECS to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGR	\$ 30.99	None	None	
190			SAI to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGS	\$ 9.37	None	None	
191			SAI to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 19.71	None	None	
192			SAI to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGS	\$ 26.31	None	None	
193			SAI to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGS	\$ 16.24	None	None	
194			SAI to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGT	\$ 22.21	None	None	
195			SAI to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 32.56	None	None	
196			SAI to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGT	\$ 39.15	None	None	
197			SAI to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGT	\$ 29.09	None	None	
198			Terminal to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGU	\$ 13.13	None	None	
199			Terminal to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 13.13	None	None	
200			Terminal to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGU	\$ 13.13	None	None	
201			Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGU	\$ 13.13	None	None	

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SOUTHWESTERN BELL TELEPHONE, L.P.

d/b/a SBC MISSOURI

April 5, 2005

APPENDIX PRICING - All Traffic

SCHEDULE OF PRICES

SBC MO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
202		Subloop Cross	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 425.24	\$ 161.25	
203			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 426.72	\$ 162.73	
204			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 425.24	\$ 161.25	
205			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 426.72	\$ 162.73	
206		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 1.15	\$ 88.25	\$ 72.50	
207			2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.20	\$ 88.25	\$ 72.50	
208			2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.20	\$ 88.25	\$ 72.50	
209			4-wire Analog Loop to POA - Method 1	UXRB1	\$ 1.55	\$ 102.60	\$ 88.00	
210			4-wire Analog Loop to POA - Method 2	UXRB2	\$ 1.60	\$ 102.60	\$ 88.00	
211			4-wire Analog Loop to POA - Method 3	UXRB3	\$ 1.60	\$ 102.60	\$ 88.00	
212			2-wire Digital Loop to POA - Method 1	UXRC1	\$ 1.15	\$ 88.25	\$ 72.50	
213			2-wire Digital Loop to POA - Method 2	UXRC2	\$ 1.20	\$ 88.25	\$ 72.50	
214			2-wire Digital Loop to POA - Method 3	UXRC3	\$ 1.20	\$ 88.25	\$ 72.50	
215			4-wire Digital Loop to POA - Method 1	UXRD1	\$ 1.55	\$ 147.90	\$ 101.15	
216			4-wire Digital Loop to POA - Method 2	UXRD2	\$ 1.60	\$ 147.90	\$ 101.15	
217			4-wire Digital Loop to POA - Method 3	UXRD3	\$ 1.60	\$ 147.90	\$ 101.15	
218			Dedicated Transport to POA: DS1 - Method 1	UXRQ1	\$ 12.30	N/A	N/A	
219			Dedicated Transport to POA: DS1 - Method 2	UXRQ2	\$ 12.35	N/A	N/A	
220			Dedicated Transport to POA: DS1 - Method 3	UXRQ3	\$ 12.35	N/A	N/A	
221			Dedicated Transport to POA: DS3 - Method 1	under development	ICB	ICB	ICB	
222			Dedicated Transport to POA: DS3 - Method 2	under development	ICB	ICB	ICB	
223			Dedicated Transport to POA: DS3 - Method 3	under development	ICB	ICB	ICB	
224		Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05	
225			DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 151.55	\$ 455.35	\$ 291.05	
226			DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNHS	\$ 279.30	\$ 455.35	\$ 291.05	
227			DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05	
228			DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 200.10	\$ 455.35	\$ 291.05	
229			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 3.10	None	None	
230			(Suburban)	ULNHS	\$ 8.75	None	None	
231			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNHS	\$ 14.55	None	None	
232			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 3.10	None	None	
233			DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 4.80	None	None	
234			DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75	
235			DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 2,783.40	\$ 490.35	\$ 332.75	
236			DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNJS	\$ 3,384.95	\$ 490.35	\$ 332.75	
237			DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75	
238			DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 3,288.30	\$ 490.35	\$ 332.75	
239			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 81.80	None	None	
240			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 304.75	None	None	
241			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNJS	\$ 312.90	None	None	
242			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 81.80	None	None	
243			DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 124.45	None	None	
244		Dedicated Transport Cross Connect	DS1 to Collocation	UCXHX	\$ 11.30	\$ 229.05	\$ 225.05	
245			DS3 to Collocation	UCXJX	\$ 39.55	\$ 156.25	\$ 109.50	
246		Multiplexing	DS1 to VG	UM4BX	\$ 199.60	\$ 29.85	\$ 17.90	

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SOUTHWESTERN BELL TELEPHONE, L.P.

d/b/a SBC MISSOURI

April 5, 2005

APPENDIX PRICING - All Traffic

SCHEDULE OF PRICES

SBC MO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
247			DS3 to DS1	UM4AX	\$ 712.05	\$ 980.20	\$ 924.15	
248		Dark Fiber	Dark Fiber -Interoffice per strand	ULYCX	\$ 53.80	\$ 1,653.68	\$ 1,653.68	
249			Dark Fiber - Interoffice per foot Zone 1(Urban STL, KS)	ULNCF	\$ 0.001250	None	None	
250			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.004020	None	None	
251			Dark Fiber - Interoffice per foot Zone 3 (Rural)	ULNCF	\$ 0.007790	None	None	
252			Dark Fiber - Interoffice per foot Zone 4 Urban (Springfield)	ULNCF	\$ 0.001280	None	None	
253			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 6.87	\$ 81.04	\$ 81.04	
254			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 580.11	\$ 580.11	
255		Routine Modifications	Routine Modifications of Existing Facilities	N3RUE	NA	ICB	NA	
256		800 Database	Toll Free Database Query	Not Applicable	\$ 0.000445	None	None	
257			Call Handling and Destination	Not Applicable	\$ 0.000054	None	None	
258		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 69.70	None	
259			Manual Change - Simple	NRBUO	None	\$ 67.25	None	
260			Manual Record - Simple	NRBUU	None	\$ 41.60	None	
261			Manual Disconnect - Simple	NRBUW	None	\$ 34.90	None	
262			Manual Suspend - Simple	NRBJZ	None	\$ 41.60	None	
263			Manual Restore - Simple	NRBJ9	None	\$ 41.60	None	
264			Manual Expedited - Simple	NRMV1	None	\$ 69.70	None	
265			Manual Customer Not Ready - Simple	NRMV5	None	\$ 69.70	None	
266			Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 69.70	None	
267			Manual New - Complex	NRBUR	None	\$ 285.20	None	
268			Manual Change - Complex	NRBUP	None	\$ 158.55	None	
269			Manual Record - Complex	NRBUV	None	\$ 132.85	None	
270			Manual Disconnect - Complex	NRBUX	None	\$ 76.20	None	
271			Manual Suspend - Complex	NRBJ7	None	\$ 132.85	None	
272			Manual Restore - Complex	NRBJ8	None	\$ 132.85	None	
273			Manual Expedited - Complex	NRMV2	None	\$ 285.20	None	
274			Manual Customer Not Ready - Complex	NRMV6	None	\$ 285.20	None	
275			Manual Due Date Change or Cancellation - Complex	NRMV4	None	\$ 285.20	None	
276			Electronic New - Simple	NR9W2	None	\$ 5.00	None	
277			Electronic New - Complex	NRBAW	None	\$ 5.00	None	
278			Electronic Change - Simple	NR9GG	None	\$ 5.00	None	
279			Electronic Change - Complex	NR9G8	None	\$ 5.00	None	
280			Electronic Record - Simple	NR9GU	None	\$ 5.00	None	
281			Electronic Record - Complex	NR9G7	None	\$ 5.00	None	
282			Electronic Disconnect - Simple	NR9GZ	None	\$ 5.00	None	
283			Electronic Disconnect - Complex	NR9G9	None	\$ 5.00	None	
284			Electronic Suspend - Simple	NRBJ5	None	\$ 5.00	None	
285			Electronic Restore - Simple	NRBJ6	None	\$ 5.00	None	
286			Electronic Expedited - Simple	NRMV7	None	\$ 5.00	None	
287			Electronic Expedited - Complex	NRMVX	None	\$ 5.00	None	
288			Electronic Customer Not Ready - Simple	NRMV9	None	\$ 5.00	None	
289			Electronic Customer Not Ready - Complex	NRMVY	None	\$ 5.00	None	
290			Electronic Due Date Change or Cancellation - Simple	NRMV8	None	\$ 5.00	None	
291			Electronic Due Date Change or Cancellation - Complex	NRMVZ	None	\$ 5.00	None	
292			PIC Change Charge	NRBL9	None	\$ 5.00	None	
293		OTHER						
294		Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37	None	None	
295			Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None	
296			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	
297			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None	
298			Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
299			Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None	None	
300			Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 2,200.00	None	
301			Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	\$ 1,000.00	None	
302			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.05850	None	

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SOUTHWESTERN BELL TELEPHONE, L.P.

d/b/a SBC MISSOURI

April 5, 2005

APPENDIX PRICING - All Traffic

SCHEDULE OF PRICES

SBC MO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
303			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.05850	None	
304			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	
305			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
306			Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	\$ 0.65	None	None	
307		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15	None	None	
308			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.020	None	None	
309			Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
310			Operator Services - Branding Per call	ZZUCB	\$ 0.025	None	None	
311			Operator Services-Rate Reference - Initial	NRBDL	None	\$ 2,200.00	None	
312			Operator Services - Rate Reference - Subsequent Load	NRBDM	None	\$ 1,000.00	None	
313			Intralata Message Rating - Rate per initial load	Not Applicable	None	\$ 605.23	None	
314			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 605.23	None	
315		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 10,000.00	None	
316			Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$0.00	None	None	
317		BCR	Per interstate local message	Not Applicable	\$ 0.050	None	None	
318			Per local message	Not Applicable	\$ 0.08	None	None	
319		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.0030	None	None	
320			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	
321			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	
322			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None	
323			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None	
324		Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
325			CH billing message - per message	Not Applicable	\$ 0.050	None	None	
326		Maintenance of	Basic Time - per half hour	MVV	None	\$ 42.75	\$ 34.20	
327			Overtime - per half hour	MVV	None	\$ 53.45	\$ 43.35	
328			Premium Time - per half hour	MVV	None	\$ 64.10	\$ 52.50	
329		Time and	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 42.75	\$ 34.20	
330			Overtime - per half hour	ALK, ALT, ALH	None	\$ 53.45	\$ 43.35	
331			Premium Time - per half hour	ALK, ALT, ALH	None	\$ 64.10	\$ 52.50	
332					Annual Rates			
333		Poles and Duct	Poles (\$/attachment/yr.)*		\$ 2.35			
334		(Structure)						
335			Per Foot Conduit Occupancy Fees					
336			Full Duct (\$/ft/yr.)		\$ 0.41			
337			Half Duct (\$/ft/yr)		\$ 0.21			
338								
339			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
340								
341			Contract Administration Fee			\$ 125.00		
342			Administrative Record-Keeping Fee			\$ 125.00		
343								
344								
345		INTERCARRIER COMPENSATION						
346			Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	ZZUR2	\$ 0.0007			
347								
348								
349								
350			** The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SBC Missouri will provide certain					

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APPENDIX PRICING - All Traffic

SCHEDULE OF PRICES

SBC MO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
351			arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this Agreement					
352			based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or					
353			regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in the					
354			Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulations					
355			are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders					
356			rules and regulations. The Parties recognize and agree that, in the event of any amendment of the					
357			Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other					
358			legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining					
359			to any matters contained in this Interconnection Agreement ("a subsequent development"), including any action					
360			invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevant					
361			provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to					
362			be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to					
363			contest the validity of any law, rule, court or regulatory decision or order or other requirement that specifies					
364			provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule					
365			court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SBC Missouri					
366			be obligated to provide such rates, terms and conditions beyond the period of time SBC Missouri is obligated to provide					
367			such rates, terms and conditions to the Party who originally arbitrated such provisions					
368								
369								
370			BUSINESS					
371			LOCAL EXCHANGE SERVICE					
372			Business 1 Party		19.20%	19.20%	NA	
373			Business - Multi-Line Hunting		19.20%	19.20%	NA	
374			Business Measured		19.20%	19.20%	NA	
375			Business Measured (HTG Class of Service)		19.20%	19.20%	NA	
376							NA	
377			EXPANDED LOCAL CALLING				NA	
378			Mandatory EAS		19.20%	19.20%	NA	
379			Optional Metropolitan Calling Area		19.20%	19.20%	NA	
380							NA	
381			VERTICAL SERVICES				NA	
382			Auto Redial		19.20%	19.20%	NA	
383			Call Blocker		19.20%	19.20%	NA	
384			Call Forwarding		19.20%	19.20%	NA	
385			Call Forwarding - Busy Line		19.20%	19.20%	NA	
386			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA	
387			Call Forwarding - Don't Answer		19.20%	19.20%	NA	
388			Call Return		19.20%	19.20%	NA	
389			Call Trace		19.20%	19.20%	NA	
390			Call Waiting		19.20%	19.20%	NA	
391			Calling Name		19.20%	19.20%	NA	
392			Calling Number		19.20%	19.20%	NA	
393			ComCall®		19.20%	19.20%	NA	
394			Personalized Ring (1 dependent number)		19.20%	19.20%	NA	
395			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA	
396			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA	
397			Priority Call		19.20%	19.20%	NA	
398			Remote Access to Call Forwarding		19.20%	19.20%	NA	
399			Selective Call Forwarding		19.20%	19.20%	NA	
400			Simultaneous Call Forwarding		19.20%	19.20%	NA	
401			Speed Calling 8		19.20%	19.20%	NA	
402			Speed Calling 30		19.20%	19.20%	NA	
403			Three Way Calling		19.20%	19.20%	NA	
404							NA	
405			DID				NA	
406			DID (First Block of 100 - Category 1)		19.20%	19.20%	NA	
407			DID (First Block of 10 - Category 1)		19.20%	19.20%	NA	
408			DID (Ea. adl. block of 10 after first 10 - Category 1)		19.20%	19.20%	NA	
409			DID (Ea. adl. block of 100 after first 100 - Category 2)		19.20%	19.20%	NA	

UNE AECN:

RESALE AECN:

ACNA:

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SOUTHWESTERN BELL TELEPHONE, L.P.

d/b/a SBC MISSOURI

April 5, 2005

APPENDIX PRICING - All Traffic

SCHEDULE OF PRICES

SBC MO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
410			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.20%	19.20%	NA	
411			DID (with Multifrequency)		19.20%	19.20%	NA	
412			DID (with Dual-Tone Multifrequency)		19.20%	19.20%	NA	
413			DID (1st 10 Trunks or access lines)		19.20%	19.20%	NA	
414			DID (11th thru 50th trunk or network access line)		19.20%	19.20%	NA	
415			DID (51st trunk or network access line)		19.20%	19.20%	NA	
416							NA	
417			TRUNKS				NA	
418			Analog Trunks		19.20%	19.20%	NA	
419			Digital Trunks		19.20%	19.20%	NA	
420							NA	
421			AIN				NA	
422			Area Wide Networking		19.20%	19.20%	NA	
423			Disaster Routing Service		19.20%	19.20%	NA	
424			Intelligent Redirectsm		19.20%	19.20%	NA	
425			Intellinumber		19.20%	19.20%	NA	
426			Positive ID		19.20%	19.20%	NA	
427							NA	
428			OTHER				NA	
429			Bundled Telecommunications Services (e.g., the Works)		19.20%	19.20%	NA	
430			Customer Alerting Enablement		19.20%	19.20%	NA	
431			Grandfathered Services		19.20%	19.20%	NA	
432			Hot Line		19.20%	19.20%	NA	
433			Hunting		19.20%	19.20%	NA	
434			Local Operator Assistance Service		13.91%	13.91%	NA	
435			Night Number associated with Telephone Number		19.20%	19.20%	NA	
436			Night Number associated with a Terminal		19.20%	19.20%	NA	
437			Promotions (Greater than 90 days)		19.20%	19.20%	NA	
438			Preferred Number Service		19.20%	19.20%	NA	
439			Telebranch®		19.20%	19.20%	NA	
440			TouchTone		19.20%	19.20%	NA	
441			Voice Dial		19.20%	19.20%	NA	
442			Warm Line		19.20%	19.20%	NA	
443							NA	
444			Data Services				NA	
445			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		19.20%	19.20%	NA	
446			PBX Trunks		19.20%	19.20%	NA	
447			Multit-Service Optical Network (MON)		19.20%	19.20%	NA	
448			OCn-PTP		19.20%	19.20%	NA	
449			DS3		19.20%	19.20%	NA	
450							NA	
451			ISDN				NA	
452			Digilinesm (ISDN BRI)		19.20%	19.20%	NA	
453			Select Video Plus®		19.20%	19.20%	NA	
454			Smart Trunksm (ISDN PRI)		19.20%	19.20%	NA	
455			SuperTrunk		19.20%	19.20%	NA	
456							NA	
457			TOLL				NA	
458			IntraLATA MTS		19.20%	19.20%	NA	
459			MaxiMizer 800®		19.20%	19.20%	NA	
460			OutWATS		19.20%	19.20%	NA	
461			800 Service		19.20%	19.20%	NA	
462							NA	
463			OPTIONAL TOLL CALLING PLANS				NA	
464			1+ SAVERsm		19.20%	19.20%	NA	
465			1+SAVER Direct		19.20%	19.20%	NA	
466			Community Optional Saver		19.20%	19.20%	NA	
467			Outstate Calling Area Service		19.20%	19.20%	NA	
468							NA	

UNE AECN:

RESALE AECN:

ACNA:

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SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
469			PLEXAR®				NA	
470			Plexar I®		19.20%	19.20%	NA	
471			Plexar II®		19.20%	19.20%	NA	
472			Plexar Custom®		19.20%	19.20%	NA	
473							NA	
474			PRIVATE LINE				NA	
475			Analog Private Lines		19.20%	19.20%	NA	
476			Business Video Service		19.20%	19.20%	NA	
477			Digital Loop Service		19.20%	19.20%	NA	
478			DOVLink		19.20%	19.20%	NA	
479			Foreign Exchange Service		19.20%	19.20%	NA	
480			Foreign Serving Office		19.20%	19.20%	NA	
481			Frame Relay		19.20%	19.20%	NA	
482			Group Alerting Services		19.20%	19.20%	NA	
483			MegaLink II®		19.20%	19.20%	NA	
484			MegaLink III®		19.20%	19.20%	NA	
485			MicroLink I®		19.20%	19.20%	NA	
486			MicroLink II®		19.20%	19.20%	NA	
487			MultiPoint Video		19.20%	19.20%	NA	
488			Service Loop Facility Modification Service		19.20%	19.20%	NA	
489							NA	
490					RESALE DISCOUNTS		NA	
491			RESIDENCE		<u>RECURRING</u>	<u>NON-RECURRING</u>	NA	
492			LOCAL EXCHANGE SERVICE				NA	
493			Life Line and Link Up America Services		19.20%	19.20%	NA	
494			Residence 1 Party		19.20%	19.20%	NA	
495			Residence Measured		19.20%	19.20%	NA	
496							NA	
497			EXPANDED LOCAL CALLING				NA	
498			Mandatory EAS		19.20%	19.20%	NA	
499			Optional Metropolitan Calling Area		19.20%	19.20%	NA	
500							NA	
501			VERTICAL SERVICES				NA	
502			Auto Redial		19.20%	19.20%	NA	
503			Call Blocker		19.20%	19.20%	NA	
504			Call Forwarding		19.20%	19.20%	NA	
505			Call Forwarding - Busy Line		19.20%	19.20%	NA	
506			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA	
507			Call Forwarding - Don't Answer		19.20%	19.20%	NA	
508			Call Return		19.20%	19.20%	NA	
509			Call Trace		19.20%	19.20%	NA	
510			Call Waiting		19.20%	19.20%	NA	
511			Calling Name		19.20%	19.20%	NA	
512			Calling Number		19.20%	19.20%	NA	
513			ComCall®		19.20%	19.20%	NA	
514			Personalized Ring (1 dependent number)		19.20%	19.20%	NA	
515			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA	
516			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA	
517			Priority Call		19.20%	19.20%	NA	
518			Remote Access to Call Forwarding		19.20%	19.20%	NA	
519			Selective Call Forwarding		19.20%	19.20%	NA	
520			Simultaneous Call Forwarding		19.20%	19.20%	NA	
521			Speed Calling 8		19.20%	19.20%	NA	
522			Three Way Calling		19.20%	19.20%	NA	
523							NA	
524			ISDN				NA	
525			Digiline		19.20%	19.20%	NA	
526							NA	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE, L.P.

d/b/a SBC MISSOURI

April 5, 2005

APPENDIX PRICING - All Traffic

SCHEDULE OF PRICES

SBC MO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/U pdate	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
527			OTHER				NA	
528			Bundled Telecommunications Services (e.g., the works		19.20%	19.20%	NA	
529			Customer Alerting Enablement		19.20%	19.20%	NA	
530			Grandfathered Services		19.20%	19.20%	NA	
531			Hot Line		19.20%	19.20%	NA	
532			Promotions (Greater than 90 days)		19.20%	19.20%	NA	
533			Preferred Number Service		19.20%	19.20%	NA	
534			TouchTone		19.20%	19.20%	NA	
535			Voice Dial		19.20%	19.20%	NA	
536			Warm Line		19.20%	19.20%	NA	
537							NA	
538					RESALE DISCOUNTS		NA	
539			OTHER (Resale)		RECURRING	NON-RECURRING	NA	
540							NA	
541			DIRECTORY ASSISTANCE SERVICES		13.91%	13.91%	NA	
542			Nationwide Listing Services (NLS)		13.91%	13.91%	NA	
543							NA	
544			TOLL				NA	
545			Home 800sm		19.20%	19.20%	NA	
546			IntraLATA MTS		19.20%	19.20%	NA	
547							NA	
548			OPTIONAL TOLL CALLING PLANS				NA	
549			1+ SAVERsm		19.20%	19.20%	NA	
550			1+SAVER Direct		19.20%	19.20%	NA	
551			Community Optional Saver		19.20%	19.20%	NA	
552			Outstate Calling Area Service		19.20%	19.20%	NA	
553			900 Call Restriction		19.20%	19.20%	NA	
554			Access Services		0%	0%	NA	
555			Additional Directory Listings		19.20%	19.20%	NA	
556			Bill Plus		5%	5%	NA	
557			Company Initiated Suspension Service		0%	0%	NA	
558			Directory Assistance Services		13.91%	13.91%	NA	
559			Connections with Terminal Equipment and Communications Equipment		0%	0%	NA	
560			Consolidated Billing		5%	5%	NA	
561			Construction Charges		0%	0%	NA	
562			Customer Initiated Suspension Service		0%	0%	NA	
563			Exchange Interconnection Service		0%	0%	NA	
564			Operator Services		13.91%	13.91%	NA	
565			Local Operator Assistance Service		13.91%	13.91%	NA	
566			Maintenance of Service Charges		0%	0%	NA	
567			Prepaid Calling Cards		19.20%	19.20%	NA	
568			Telecommunications Service Priority Systems		0%	0%	NA	
569			Toll Billing Exception (Billed Number Screen)		19.20%	19.20%	NA	
570			Toll Restriction		19.20%	19.20%	NA	
571			Wireless Carrier Interconnection Services		0%	0%	NA	
572							NA	
573			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA	NA	
574								
575			Simple conversion charge per billable number		NA	\$ 25.00	NA	
576			Electronic conversion orders per billable number		NA	\$ 5.00	NA	
577			Complex conversion orders per billable number		NA	\$ 125.00	NA	
578								
579			SBC Missouri transmittal of CLEC end-user listing to 3rd		NA	\$ 100.00	NA	
580			party pub, per occurrence, per dir publisher					
581								
582			OS/DA					
583			Branding - Resellers					
584			- Initial Load	NRBDG	NA	\$1,800.00	NA	

UNE AECN:

RESALE AECN:

ACNA:

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SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC MISSOURI
April 5, 2005

APPENDIX PRICING - All Traffic
SCHEDULE OF PRICES
SBC MO/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/U pdate	Service		Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
585				- Subsequent Load	NRBDG	NA	\$1,800.00	NA	
586				- Per Call	ZZUCB	\$0.025	NA	NA	
587				External Rater - Resellers					
588				- Initial Load	NRBDL	NA	\$2,200.00	NA	
589				- Subsequent Load	NRBDM	NA	\$1,000.00	NA	

APPENDIX WP EXHIBIT 1 SBC MISSOURI

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Kansas City			\$3,191.73	
Springfield			\$3,191.73	
St. Louis			\$3,191.73	
Cape Girardeau			\$168.09	
Chillicothe			\$168.09	
Excelsior Spgs.			\$168.09	
Fulton			\$168.09	
Greater Jeff Cty.			\$168.09	
Hannibal			\$168.09	
Bootheel Area			\$168.09	
Kirksville			\$168.09	
Lake Ozarks			\$168.09	
Marshall			\$168.09	
Mexico			\$168.09	
Moberly			\$168.09	
Nevada			\$168.09	
Perryville			\$168.09	
Poplar Bluff			\$168.09	
Sedalia			\$168.09	
Sikeston			\$168.09	
St. Joseph			\$168.09	
Tri-State			\$168.09	
Washington			\$168.09	
Adrian			\$75.59	
Booneville			\$75.59	
Bowling Green			\$75.59	
Elsberry			\$75.59	
Linn			\$75.59	
MO's Parkland			\$75.59	
Stanberry			\$75.59	

**APPENDIX
PERFORMANCE MEASUREMENTS
(SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC ARKANSAS, SBC KANSAS, SBC
MISSOURI, SBC OKLAHOMA AND/OR SBC
TEXAS
- COMMISSION ORDERED)**

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 As used herein, the term “Service Bureau Provider” means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC’s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC SOUTHWEST REGION 5-STATE** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.
- 1.6 **SBC SOUTHWEST REGION 5-STATE**’s agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **SBC SOUTHWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **SBC SOUTHWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **SBC SOUTHWEST REGION 5-STATE**’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that **SBC SOUTHWEST REGION 5-STATE**’s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.

APPENDIX-PRICING (NEVADA)

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APPENDIX PRICING (NEVADA)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.3 Intentionally left blank.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC NEVADA** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.
- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the

Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.

- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC NEVADA will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.
- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC NEVADA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.

- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC NEVADA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.8 Intentionally left blank.
- 1.9 SBC NEVADA's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC NEVADA may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC NEVADA provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:
- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC NEVADA's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff

rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC NEVADA's current generic contract rate for the Product or Service set forth in SBC NEVADA's applicable state-specific generic pricing schedule as published on SBC NEVADA's CLEC website; or

- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC NEVADA may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 SBC NEVADA's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC NEVADA's right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC NEVADA for that Product or Service and incorporated into SBC NEVADA's current state-specific generic pricing schedule as published on SBC NEVADA's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC NEVADA provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC NEVADA shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC NEVADA shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 SBC NEVADA's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC NEVADA's right to charge and collect payment for such Products and/or Services.

2. BILLING TIMELINES

- 2.1 All prices for **usage charges**, monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in SBC NEVADA's Carrier Access Billing System (CABS).
- 2.2 Any change of prices for **usage charges**, MRCs and NRCs subsequent to the effective date of this agreement may take a substantial period of time to implement in CABS and shall comply with any Commission timeline.
- 2.3 Until such time as the prices are implemented in CABS under Section 2.1 or 2.2 above, SBC NEVADA may continue to bill at the established prices contained within the most recent prior interconnection agreement between the Parties, if any. If there is no prior interconnection agreement between the Parties, SBC NEVADA shall **delay billing or** bill at the prices SBC NEVADA is currently billing one (1) or more of its other CLEC End Users that, in SBC NEVADA's good faith judgment, most closely match the prices applicable hereunder.
- 2.4 Due to this billing implementation time period, a retroactive true up of all such prices, without interest, will be due upon implementation of the new billing. ***These true ups will be excluded from billing performance results.***

- 2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix Lawful UNEs (or any other Appendix) which is not specifically listed herein or therein, **SBC NEVADA** and CLEC will negotiate a price and amend the Agreement to incorporate such price.

3. RECURRING CHARGES

- 3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element, Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 3.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute
- 3.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SBC NEVADA** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SBC NEVADA** will round up to the next whole mile before determining the mileage and applying rates.
- 3.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

4. NON-RECURRING CHARGES

- 4.1 Nonrecurring Charges are applicable for all five categories of rates.
- 4.2 Consistent with 51.307(d), there are non-recurring charges for each Lawful UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 4.3 For Resale, when a CLEC converts an end user currently receiving non-complex from the **SBC NEVADA** network, without any changes to **SBC NEVADA**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 4.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network
- 4.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **SBC NEVADA** to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 4.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 4.7 Time and Material charges (a.k.a. additional labor charges) are defined in Appendix Pricing.

5. BILLING

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

Nevada Supplemental Non-Recurring Charges

April 5, 2005

APPENDIX PRICING

SBC NEVADA/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

	NON-RECURRING											
	Service Order							Channel				
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
LOOPS												
2-Wire Basic - Initial (Manual/Fax - Simple)	\$57.53	HOX08	\$48.94	HOX10	\$52.25	HOX69	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Initial (CESAR/LEX - Simple)	\$29.93	XOX08	\$21.03	XOX10	\$24.33	XOX60	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Initial (Mechanized)	\$0.16	MOX08	\$0.16	MOX10	\$0.16	MOX69	\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Additional (Manual/Fax - Simple)	\$3.24	HOX08	\$1.85	HOX10	\$2.02	HOX69	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.24	XOX08	\$1.85	XOX10	\$2.02	XOX60	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire Basic - Additional (Mechanized)	\$0.00	MOX08	\$0.00	MOX10	\$0.00	MOX69	\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
2-Wire ASSURED - INITIAL (MANUAL/FAX - SIMPLE)	\$57.53	HOX12	\$48.94	HOX14	\$52.25	HOX13	\$47.42	HOCH2	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire ASSURED - INITIAL (CESAR/LEX - SIMPLE)	\$29.93	XOX12	\$21.03	XOX14	\$24.33	XOX13	\$19.58	SOCH2	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire ASSURED - INITIAL (MECHANIZED)	\$0.16	MOX12	\$0.16	MOX14	\$0.16	MOX13	\$0.00		\$18.66	\$8.54	\$15.43	\$0.00
2-Wire ASSURED - ADDITIONAL (MANUAL/FAX - SIMPLE)	\$3.24	HOX12	\$1.85	HOX14	\$2.02	HOX13	\$0.00	HOCH2	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire ASSURED - ADDITIONAL (CESAR/LEX - SIMPLE)	\$3.24	XOX12	\$1.85	XOX14	\$2.02	XOX13	\$0.00	SOCH2	\$12.53	\$5.75	\$0.00	\$0.00
2-wire ASSURED - ADDITIONAL (MECHANIZED)	\$0.00	MOX12	\$0.00	MOX14	\$0.00	MOX13	\$0.00		\$12.53	\$5.75	\$0.00	\$0.00
4-Wire Basic - Initial (Manual/Fax - Simple)	\$63.06	HOX55	\$49.90	HOX56	\$53.09	HOX57	\$47.50	HOCH7	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Initial (CESAR/LEX - Simple)	\$35.09	XOX55	\$21.57	XOX56	\$24.00	XOX57	\$19.61	SOCH7	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Initial (Mechanized)	\$0.16		\$0.16		\$0.16		\$0.00		\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Additional (Manual/Fax - Simple)	\$3.69	HOX55	\$3.64	HOX56	\$1.94	HOX57	\$0.00	HOCH7	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.69	XOX55	\$3.64	XOX56	\$1.94	XOX57	\$0.00	SOCH7	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire Basic - Additional (Mechanized)	\$0.00		\$0.00		\$0.00		\$0.00		\$18.95	\$7.43	\$0.00	\$0.00
DSL CAPABLE LOOPS												
2-Wire Dig. ISDN/IDSL - Initial (Manual/Fax - Simple)	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Initial (CESAR/LEX - Simple)	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Initial (Mechanized)	\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (Manual/Fax - Simple)	\$3.69	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (CESAR/LEX - Simple)	\$3.69	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (Mechanized)	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$12.53	\$5.75	\$0.00	\$0.00
2-Wire xDSL Loop - Initial (Manual/Fax - Simple)	\$57.53	HOX32	\$48.94	HOX34	\$52.25	HOX33	\$47.42	HOCH2	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	\$29.93	XOX32	\$21.03	XOX34	\$24.33	XOX33	\$19.58	SOCH2	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Initial (Mechanized)	\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Add. (Manual/Fax - Simple)	\$3.24	HOX32	\$1.85	HOX34	\$2.02	HOX33	\$0.00	HOCH2	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	\$3.24	XOX32	\$1.85	XOX34	\$2.02	XOX33	\$0.00	SOCH2	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire xDSL Loop - Add. (Mechanized)	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop - Initial (Manual/Fax - Simple)	\$63.06	HOX32	\$49.90	HOX34	\$53.09	HOX33	\$47.50	HOCH2	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	\$35.09	XOX32	\$21.57	XOX34	\$24.00	XOX33	\$19.61	SOCH2	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Initial (Mechanized)	\$0.16	MOX32	\$0.16	MOX34	\$0.16		\$0.00		\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Add. (Manual/Fax - Simple)	\$3.69	HOX32	\$3.64	HOX34	\$1.94	HOX33	\$0.00	HOCH2	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	\$3.69	XOX32	\$3.64	XOX34	\$1.94	XOX33	\$0.00	SOCH2	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire xDSL Loop - Add. (Mechanized)	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$18.95	\$7.43	\$0.00	\$0.00
DS3 Loop - Initial (Manual/Fax - Complex)	\$72.75	HOX32	\$48.15	HOX34	\$0.00	HOX33	\$42.48	HOCH7	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Initial (CESAR/LEX - Complex)	\$46.65	XOX32	\$22.25	XOX34	\$0.00	XOX33	\$14.77	SOCH7	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Initial (Mechanized)	\$0.32	MOX32	\$0.32	MOX34	\$0.00	N/A	\$0.00		\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Additional (Manual/Fax - Complex)	\$5.66	HOX32	\$2.43	HOX34	\$0.00	HOX33	\$0.00	HOCH7	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - Additional (CESAR/LEX - Complex)	\$5.66	XOX32	\$2.43	XOX34	\$0.00	XOX33	\$0.00	SOCH7	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - Additional (Mechanized)	\$0.00	MOX32	\$0.00	MOX34	\$0.00		\$0.00		\$74.60	\$38.19	\$0.00	\$0.00

Nevada Supplemental Non-Recurring Charges

April 5, 2005

APPENDIX PRICING

SBC NEVADA/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

	NON-RECURRING											
	Service Order							Channel				
	Connect	USOC	Disconnect	USOC	Change	USOC	Record	USOC	Connect	Disconnect	Change	Record
NETWORK INTERFACE DEVICE												
NID to NID Crossconnect - Simple (Manual/Fax)	\$46.53	HSNID	\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Simple (CESAR/LEX)	\$17.73	PSNID	\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Simple (Mechanized)	\$0.16		\$0.00		\$0.00		\$0.00		\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (Manual/Fax)	\$46.53	HCNID	\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (CESAR/LEX)	\$17.73	PCNID	\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (Mechanized)	\$0.16		\$0.00		\$0.00		\$0.00		\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (Manual/Fax)	\$0.00		\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (CESAR/LEX)	\$0.00		\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (Mechanized)	\$0.00		\$0.00		\$0.00		\$0.00		\$15.01	\$0.00	\$0.00	\$0.00
CROSS CONNECTS TO COLLOCATION CAGE												
Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	\$2.08	XOX15, HOX15	\$3.29	XOX18, HOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Initial (Mechanized)	\$0.16	MOX15	\$0.16	MOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Additional (CESAR/LEX - Simple)	\$0.81	XOX15, HOX15	\$0.81	XOX18, HOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Additional (Mechanized)	\$0.00	MOX15	\$0.00	MOX18	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	\$2.08	CDS1S, HOX82	\$3.29	CDS1D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Initial (Mechanized)	\$0.16	MOX82	\$0.16	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Additional (CESAR/LEX - Simple)	\$0.81	CDS1S, HOX82	\$0.81	CDS1D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Additional (Mechanized)	\$0.00	MOX82	\$0.00	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	CDS3S, HOX82	\$3.29	CDS3D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (Mechanized)	\$0.16	MOX82	\$0.16	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	CDS3S, HOX82	\$0.81	CDS3D, HOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (Mechanized)	\$0.00	MOX82	\$0.00	MOX96	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
MULTIPLEXING												
DS1/DS0 (CESAR/LEX - Simple)	\$4.05	MQ1UC, HOX91	\$4.05	MQ1UD, HOX99	\$0.00		\$0.00		\$80.12	\$36.13	\$0.00	\$0.00
DS1/DS0 (Mechanized)	\$0.16		\$0.16		\$0.00		\$0.00		\$80.12	\$36.13	\$0.00	\$0.00
DS3/DS1 (CESAR/LEX - Simple)	\$4.05	MQ3UC, HOX91	\$4.05	MQ3UD, HOX99	\$0.00		\$0.00		\$84.17	\$36.32	\$0.00	\$0.00
DS3/DS1 (Mechanized)	\$0.16		\$0.16		\$0.00		\$0.00		\$84.17	\$36.32	\$0.00	\$0.00

Note: When comparing a USOC on the CABS bill to rates above see the rules below.

Service order Connect is the sum of service order connect and Channel Connect.

Service order Disconnect is the sum of service order disconnect and Channel disconnect.

Service order change is the sum of service order change and Channel change.

Service Migrations are only billed Service Order connect or disconnect charges

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada				USOC	Recurring	Non-Recurring	
						Initial	Add'l
NETWORK ELEMENTS							
LOOPS (Includes NID)							
	2-Wire Analog						
	-Zone 1			LKB/LKBAA, AELKB, AELKA	\$11.77	@	@
	-Zone 2			LKB/LKBAA, AELKB, AELKA	\$22.64	@	@
	-Zone 3			LKB/LKBAA, AELKB, AELKA	\$66.25	@	@
	5db Conditioning					@	@
**	-Zone 1			In addition to 2-wire analog Loop	\$6.28	@	@
**	-Zone 2			In addition to 2-wire analog Loop	\$6.28	@	@
**	-Zone 3			In addition to 2-wire analog Loop	\$6.28	@	@
	4-Wire Analog					@	@
	-Zone 1			LK4WA	\$16.48	@	@
	-Zone 2			LK4WA	\$31.08	@	@
	-Zone 3			LK4WA	\$92.13	@	@
	2-wire Digital					@	@
	-Zone 1			LKB2Q/LKB3Q/U2Q/U3Q	\$11.77	@	@
	-Zone 2			LKB2Q/LKB3Q/U2Q/U3Q	\$22.64	@	@
	-Zone 3			LKB2Q/LKB3Q/U2Q/U3Q	\$66.25	@	@
	DS1 Loop					@	@
	-Zone 1			LKC4W	\$16.48	@	@
	-Zone 2			LKC4W	\$31.08	@	@
	-Zone 3			LKC4W	\$92.13	@	@
	DS3 Loop					@	@
	-Zone 1			U4D3X	\$1,176.48	@	@
	-Zone 2			U4D3X	\$1,590.01	@	@
	-Zone 3			U4D3X	ICB	ICB	ICB
DSL CAPABLE LOOPS							
	2-Wire xDSL Loop					@	@
	PSD #1 - 2-Wire xDSL Loop Zone 1			2SLAX	\$11.77	@	@
	PSD #1 - 2-Wire xDSL Loop Zone 2			2SLAX	\$22.64	@	@
	PSD #1 - 2-Wire xDSL Loop Zone 3			2SLAX	\$66.25	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 1			2SLBX	\$11.77	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 2			2SLBX	\$22.64	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 3			2SLBX	\$66.25	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 1			2SLCX	\$11.77	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 2			2SLCX	\$22.64	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 3			2SLCX	\$66.25	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 1			2SLDX	\$11.77	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 2			2SLDX	\$22.64	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 3			2SLDX	\$66.25	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 1			U2F	\$11.77	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 2			U2F	\$22.64	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 3			U2F	\$66.25	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 1			2SLFX	\$11.77	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 2			2SLFX	\$22.64	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 3			2SLFX	\$66.25	@	@
	4-Wire xDSL Loop						
	PSD #3 - 4-Wire xDSL Loop Zone 1			4SL1X	\$16.48	@	@
	PSD #3 - 4-Wire xDSL Loop Zone 2			4SL1X	\$31.08	@	@
	PSD #3 - 4-Wire xDSL Loop Zone 3			4SL1X	\$92.13	@	@
	Loop Qualification Process (Per Loop)						
		Loop Qualification Process (Per Loop) Mechanized - Zone 1		NR98U	Not Applicable	\$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Mechanized - Zone 2		NR98U	Not Applicable	\$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Mechanized - Zone 3		NR98U	Not Applicable	\$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Manual - Zone 1		NRBXU	Not Applicable	\$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Manual - Zone 2		NRBXU	Not Applicable	\$0.10	Not Applicable
		Loop Qualification Process (Per Loop) Manual - Zone 3		NRBXU	Not Applicable	\$0.10	Not Applicable
DSL Conditioning Options							
		Removal of Repeaters		NRBXV	N/A	\$83.67	\$83.67
		Incremental Removal of Repeater (> than 17.5 Kft. same location)		NRBNL	N/A	\$83.67	\$83.67
		Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)		NRBNP	N/A	\$83.67	\$83.67
		Removal of Bridged Taps and Repeaters		NRBXH	N/A	\$83.67	\$83.67
		17.5Kft. Same location/same cable)		NRBTW	N/A	\$83.67	\$83.67
		Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)		NRBTW	N/A	\$83.67	\$83.67
		Removal of Bridged Taps		NRBXW	N/A	\$83.67	\$83.67
		Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)		NRBNK	N/A	\$83.67	\$83.67
		Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)		NRBNN	N/A	\$83.67	\$83.67
		Removal of Bridged Taps and Load Coils		NRBXF	N/A	\$83.67	\$83.67
		Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)		NRBM8	N/A	\$83.67	\$83.67
		Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)		NRBM9	N/A	\$83.67	\$83.67
		Removal of Load Coils		NRBXZ	N/A	\$83.67	\$83.67

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	NRBNJ	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	NRBNH	N/A	\$83.67	\$83.67
Remove All Bridged Tap (RABT) - MMP					
	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	NA	\$425.64	
	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	NA	\$1,101.85	
	Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	NA	\$425.64	
	Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	NA	\$425.64	
NETWORK INTERFACE DEVICE (NID)					
	NID Crossconnect	Included in the Loop Rate	\$0.44	@	@
Cross Connects to Collocation Cage					
	Analog 2-wire	CCDSO, AEE1S	\$0.40	@	@
	Analog 4-wire	C2CB4	\$0.79	@	@
	Digital 2-wire	UCX92	\$1.48	@	@
	Digital 4-wire	CDS1U	\$2.98	@	@
	2 Wire ADSL Shielded Cross connect to Collocation	UXRRX	\$0.57	@	@
	2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$0.24	@	@
	4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$0.47	@	@
	DS3 C.O. Cross Connect to Collocation	CDS3U	\$28.98	@	@
#The price assumes all Central Office cross-connects required to provision the HFPL product					
LST					
	LST performed on CODSLAM Loop	URCLD	N/A	\$245.99	N/A
	LST performed on Sub Loop	URCLB	N/A	\$202.64	N/A
Sub-loop Unbundling					
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 1	U6LSA	\$0.45	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 2	U6LSA	\$0.52	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 3	U6LSA	\$0.75	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 1	U6LSB	\$6.42	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 2	U6LSB	\$11.02	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 3	U6LSB	\$19.44	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 1	U6LSC	\$6.46	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 2	U6LSC	\$11.04	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 3	U6LSC	\$19.48	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 1	U6LSS	\$6.40	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 2	U6LSS	\$10.96	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 3	U6LSS	\$19.30	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 1	U6LST	\$6.42	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 2	U6LST	\$11.00	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 3	U6LST	\$19.32	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 1	U6LSU	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 2	U6LSU	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 3	U6LSU	\$0.15	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 1	U6LSA	\$0.87	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 2	U6LSA	\$0.99	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 3	U6LSA	\$1.35	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 1	U6LSB	\$12.82	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 2	U6LSB	\$21.98	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 3	U6LSB	\$38.74	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 1	U6LSC	\$12.88	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 2	U6LSC	\$22.04	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 3	U6LSC	\$38.80	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 1	U6LSS	\$12.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 2	U6LSS	\$21.93	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 3	U6LSS	\$38.59	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 1	U6LST	\$12.84	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 2	U6LST	\$21.99	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 3	U6LST	\$38.65	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 1	U6LSU	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 2	U6LSU	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 3	U6LSU	\$0.29	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 1	U6LSA	\$0.41	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 2	U6LSA	\$0.46	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 3	U6LSA	\$0.64	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 1	U6LSB	\$6.33	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 2	U6LSB	\$10.78	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 3	U6LSB	\$17.97	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire DSL Zone 1	U6LSC	\$6.36	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire DSL Zone 2	U6LSC	\$10.82	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire DSL Zone 3	U6LSC	\$17.99	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 1	U6LSS	\$6.33	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 2	U6LSS	\$10.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 3	U6LSS	\$17.97	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 1	U6LST	\$6.36	N/A	N/A

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada			USOC	Recurring	Non-Recurring	
					Initial	Add'l
**	SAI/FDI to NID Subloop Charge-2-Wire DSL Zone 2		U6LST	\$10.82	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 3		U6LST	\$17.99	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 1		U6LSU	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 2		U6LSU	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 3		U6LSU	\$0.15	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 1		U6LSA	\$0.84	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 2		U6LSA	\$0.93	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 3		U6LSA	\$1.26	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 1		U6LSB	\$12.67	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 2		U6LSB	\$21.58	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 3		U6LSB	\$35.94	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 1		U6LSC	\$12.73	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 2		U6LSC	\$21.64	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 3		U6LSC	\$36.00	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 1		U6LSS	\$12.67	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 2		U6LSS	\$21.58	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 3		U6LSS	\$35.94	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 1		U6LST	\$12.73	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 2		U6LST	\$21.64	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 3		U6LST	\$36.00	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 1		U6LSU	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 2		U6LSU	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 3		U6LSU	\$0.29	N/A	N/A
Sub-loop Unbundling Cross Connect						
	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating		UCSC6	N/A	\$275.96	\$136.01
	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating		UCNC6	N/A	\$343.30	\$137.24
	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating		UCSC6	N/A	\$342.07	\$136.01
	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating		UCNC6	N/A	\$343.30	\$137.24
	Subloop Cross Connect 2-Wire Digital (ISDN) Non-Central Office Originating		UCSC6	N/A	\$395.75	\$154.58
	Subloop Cross Connect DS1 Non-Central Office Originating		UCNC6	N/A	\$686.17	\$277.73
	Subloop Cross Connect DS3 Non-Central Office Originating		UCNC6	N/A	\$1,018.94	\$401.90
Cross Connects to Point of Access (POA)						
Analog Loop to POA						
2-Wire						
**	Method 1		UXRA1	\$0.40	\$145.31	\$104.33
**	Method 2		UXRA2	\$0.40	\$145.31	\$104.33
**	Method 3		UXRA5	\$0.40	\$145.31	\$104.33
4-Wire						
	Method 1		UXRB1	\$0.79	\$161.81	\$116.91
	Method 2		UXRB2	\$0.79	\$161.81	\$116.91
	Method 3		UXRB5	\$0.79	\$161.81	\$116.91
Digital Loop to Point of Access						
2-Wire						
**	Method 1		UXRA1	\$1.48	\$145.31	\$104.33
**	Method 2		UXRA2	\$1.48	\$145.31	\$104.33
**	Method 3		UXRA5	\$1.48	\$145.31	\$104.33
4-Wire						
	Method 1		UXRB1	\$2.98	\$161.81	\$116.91
	Method 2		UXRB2	\$2.98	\$161.81	\$116.91
	Method 3		UXRB5	\$2.98	\$161.81	\$116.91
Dedicated Transport						
- DS1 Interoffice Transport						
Statewide					@	@
Fixed (per termination)					@	@
- DS3 Interoffice Transport						
Statewide					@	@
Fixed (per termination)					@	@
- Dedicated Transport Cross Connects						
DS1 to Collocation					\$22.98	@
DS3 to Collocation					\$29.47	@
MULTIPLEXING						
**	DS1 / Voice Grade		MQ1UB	\$265.89	@	@
**	DS3 / DS1		MQ3UB	\$673.94	@	@
Dark Fiber						
**	Dark Fiber -Interoffice per strand Zone 1		ULY4X	\$40.67	\$1,770.40	N/A
**	Dark Fiber -Interoffice per strand Zone 2		ULY4X	\$40.67	\$2,021.02	N/A
Dark Fiber -Interoffice per strand Zone 3					N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 1		ULJAA, ULJAB	\$0.003796	N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 2		ULJAA, ULJAB	\$0.005109	N/A	N/A
Dark Fiber - Interoffice per foot Zone 3					N/A	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 1		UKCJX	\$4.19	\$154.70	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 2		UKCJX	\$4.19	\$154.70	N/A
Dark Fiber Cross Connect - Interoffice Zone 3					N/A	N/A
**	Dark Fiber Cross Connect - Loop Zone 1		UKCHX	\$2.22	\$100.55	N/A
**	Dark Fiber Cross Connect - Loop Zone 2		UKCHX	\$2.22	\$100.55	N/A
Dark Fiber Cross Connect - Loop Zone 3					N/A	N/A
Dark Fiber - Interoffice Inquiry Zone 1					N/A	\$447.77
Dark Fiber - Interoffice Inquiry Zone 2					N/A	\$447.77
Dark Fiber - Interoffice Inquiry Zone 3					N/A	N/A

TBD - To be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
Routine Modifications					
	Routine Modifications of Existing Facilities Change	N3RUE	NA	ICB	NA
800 Database					
per query			\$0.0040	N/A	N/A
SERVICE ORDER (does not apply to the rate elements listed on the "SBC Nevada Supplemental Non-Recurring Charges" price list)					
Simple Manual					
New		NRBUR	N/A	\$ 49.80	N/A
Disconnect		NRBUX	N/A	\$ 45.09	N/A
Change		NRBUP	N/A	\$ 48.50	N/A
Record		NRBUV	N/A	\$ 33.54	N/A
Complex Manual					
New		NRBUQ	N/A	\$ 113.82	N/A
Disconnect		NRBUW	N/A	\$ 42.40	N/A
Change		NRBUO	N/A	\$ 100.17	N/A
Record		NRBUU	N/A	\$ 33.64	N/A
Electronic Simple					
All		NR9GZ, NR9GG, NR9GU	N/A	\$ 6.55	N/A
INTERCARRIER COMPENSATION-LOCAL TRAFFIC TERMINATION			USAGE		
Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU			\$ 0.0007		
OTHER					
OS/DA [Non-UNE]					
Directory Assistance					
	Rate per call		\$ 0.37000	NA	
	Express Call Completion Rate Per Call		\$ 0.15000	NA	
	Directory Assistance (nationwide listing service) Rate Per Call		N/A	NA	
	Branding - Facility Based	BRAND			
	- Initial Load		NA	\$ 1,800.00	
	- Subsequent Load		NA	\$ 1,800.00	
	Call Set-up Rate per attempted or completed ECCS call		\$ 0.0057	NA	
	Directory Assistance-Facilities Based Rate Reference-Initial Load		NA	\$ 2,200.00	
	Directory Assistance-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load		NA	\$ 1,000.00	
	Directory Assistance Listing Information Services				
	per listing for Initial load		\$ 0.086615	NA	
	per listing for subsequent updates		\$ 0.086615	NA	
	Lata-Wide Call Completion				
	Rate per MOU for each completed ECCS call		\$ 0.0120	NA	
Operator Services					
	Fully Automated Call Processing				
	Rate per completed automated call		\$ 0.15	NA	
	Operator Assisted Call Processing (Per work second)		\$ 0.03000	NA	
	Branding - Facility Based	BRAND			
	- Initial Load		NA	\$ 1,800.00	
	- Subsequent Load		NA	\$ 1,800.00	
	Call Set-up Rate per attempted or completed ECCS call		\$ 0.0057	NA	
	Operator Services-Facilities Based Rate Reference-Initial Load		NA	\$ 2,200.00	
	Operator Services-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load		NA	\$ 1,000.00	
MISCELLANEOUS					
	Lata-Wide Call Completion				
	Rate per MOU for each completed ECCS call		\$ 0.0120	NA	
	Local Exchange Routing Guide (LERG) Per NXX		NA	NA	
	NXX Migration				
	Migration charge/NXX		NA	NA	
	Intercompany Terminating Compensation				
	Port Charge (Residence)		\$ 1.25	NA	
	Port Charge (Business)		\$ 1.75	NA	
	Slamming investigation fee		NA	NA	
Message Exchange					
	ME 3rd Party Host--Facility CLEC				
	CLEC Billing Charge (per message)		\$ 0.05		
	SBC Nevada Billing Charge (per message)		\$ 0.05		
	SBC Nevada Settlement Charge (per message)		\$ 0.16		
	ME PB Host--Facility CLEC				
	Set-Up Charge				\$8,500.00
	SBC Nevada Monthly Charge		\$1,200.00		
	SBC Nevada Message Processing Rate (per message)		\$0.014		
	SBC Nevada Replacement Tape Fee (per tape)		\$ 50.00		

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada			USOC	Recurring	Non-Recurring	
					Initial	Add'l
		SBC Nevada Consulting/Training Fee (per hour)		\$80.00		
		LEC Billing Rate		ICB		
		CLEC Billing Rate (per message)		\$0.05		
		ME 3rd Party or No Host--Resale/UNE CLEC				
		CLEC Billing Charge (per message)		\$ 0.05		NA
		SBC Nevada Settlement Charge (per message)		\$ 0.16		
		ME PB Host--Resale/UNE CLEC				
		Set-Up Charge				\$4,250.00
		SBC Nevada Monthly Charge		\$600.00		
		SBC Nevada Message Processing Rate (per message)		\$0.014		
		SBC Nevada Message Packaging Rate (per message)		\$0.011		
		SBC Nevada Replacement Tape Fee (per tape)		\$ 50.00		
		SBC Nevada Consulting/Training Fee (per hour)		\$80.00		
		LEC Billing Rate		ICB		
		CLEC Billing Rate (per message)		\$0.05		
MAINTENANCE OF SERVICE CHARGES					First Half-Hour	Each Addl. Half-Hour
	Basic Time			N/A	\$62.64	\$34.11
	Overtime			N/A	\$69.14	\$40.61
	Premium Time			N/A	\$94.22	\$47.10
TIME & MATERIAL CHARGES					First Half-Hour	Each Addl. Half-Hour
	Basic Time			N/A	\$55.03	\$34.11
	Overtime			N/A	\$61.53	\$40.61
	Premium Time			N/A	\$68.04	\$47.10
Poles and Duct (Structure)				Annual		
	Poles (\$/attachment/yr.)*			\$ 1.26		
	Per Foot Conduit Occupancy Fees					
	Inner Duct (\$/ft/yr.)			\$ 0.87		
	Full Duct (\$/ft/yr)			\$ 0.87		
					Non recurring	
	Contract Administration Fee				\$ 125.00	
	Administrative Record-Keeping Fee				\$ 125.00	
*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.						
All Non-Recurring Charges are final prices (PUCN docket nos. 99-12033 & 00-4001)						
@ See Supplemental Rate Sheet for Non-Recurring Charges						
** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.						

Nevada					
			USOC	Recurring	Non-Recurring
					Initial
					Add'l
OTHER RESALE				Resale Discounts	
				Recurring	Non recurring
Universal Lifeline Service					
- Rates and Charges					
- Rate per month for each ULS access line:					
- Individual Line Flat Rate Lifeline Res. Service				18.05%	NA
- Two-Party Line Flat Rate Lifeline Res. Service				18.05%	NA
- Individual Line Standard Measured Lifeline				18.05%	NA
Residence Service				18.05%	
- Individual Line Low Use Measured Lifeline				18.05%	NA
Residence Service				18.05%	
- Suburban Primary Station Lifeline Residence				18.05%	NA
Service				18.05%	
- Farmer Line Lifeline Residence Service				18.05%	NA
Call Restriction					
- Rates and Charges					
- each residence exchange line				18.05%	NA
- each trunk and business exchange line				18.05%	NA
900 Call Blocking					
- Rates and Charges					
- Add 900 Call Blocking- Residence					
- Call Blocking					
- Individual Line Flat Rate Residence Service					
- Subsequent Request				NA	18.05%
- Individual Line Measured Rate Res. Service					
- Subsequent Request				NA	18.05%
- Add 900 Call Blocking- Business					
- Call Blocking					
- Business Service Flat Rate					
- per line				NA	18.05%
-Call Blocking					
- Business Service Measured Rate					
- per line				NA	18.05%
Listing Services					
- Rates and Charges					
- Additional Listings and Lines of Information					
- Listing Type					
- Each business listing				18.05%	NA
- Any individual residing at a residence, listed					
at the residence, each listing				18.05%	NA
- Listing of guest of hotel, each listing				18.05%	NA
- Reference to service of same subscriber,					
each listing				18.05%	NA
- Reference to service of another subscriber,				18.05%	
each listing				18.05%	NA
- Other information in addition to a listing,				18.05%	
each line				18.05%	NA
- Non-Published Service				18.05%	
- Each Service				18.05%	NA
OS/DA Reseller					
OS/DA Reseller Branding - Initial Load/Subsequent Load				NA	\$ 1,800.00
OS/DA Reseller Rate Reference - Initial Load				NA	\$ 2,200.00
OS/DA Reseller Rate Reference - Subsequent Rater Load or					
Reference Load				NA	\$ 1,000.00
RESALE					
Elements for new and additional service,					
move and changes and in place					
connections. (BUSINESS)					
- Service Ordering Charge, per customer request:					
- Connecting new or additional central office line				18.05%	NA
- Move/chg. svc./equip., or add new or additional				18.05%	NA
svc./equip. (other than central office line)					
- Move/chg. svc./equip. or add new or additional				18.05%	NA
svc./equip. associated with CCS or CC2000 ftrs.					
- Central Office Line Connection Charge, per line:					
- Local Central Office				18.05%	NA
- Contiguous Foreign Exchg./Foreign Prefix Svc.				18.05%	NA
- Noncontiguous Foreign Exchange				18.05%	NA
- Premises Visit Charge- each visit				18.05%	NA
Elements for new and additional service,					
move and changes and in place					
connections. (RESIDENCE)					
- Service Ordering Charge, per customer request:				18.05%	NA
- Connecting new or additional central office line				18.05%	NA
- Move/chg. svc./equip., or add new or additional					
svc./equip. (other than central office line)				18.05%	NA
- Move/chg. svc./equip., or add new or additional					
svc./equip. associated with CCS or CC2000 ftrs					
- Central Office Line Connection Charge, per line:				18.05%	NA
- Local Central Office ¹				18.05%	NA
- Contiguous Foreign Exchg./Foreign Prefix Svc.				18.05%	NA
- Noncontiguous Foreign Exchange				18.05%	NA
Other Equipment and Facilities					
- Charges for moving, rearranging, or changing of					
equip., apparatus, or facilities, other than provided					
in this Section, will be an amount equal to the cost of					
labor and material				0%	NA

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
MOVE AND CHANGE CHARGES					
Cust. requested Number Chg. (BUSINESS)					
	- First Primary Service Line of each account		NA	18.05%	
	- Each Additional Primary Service Line of same account on same order		NA	18.05%	
Cust. requested Number Chg. (RESIDENCE)					
	- First Primary Service Line of each account		NA	18.05%	
	- Each Additional Primary Service Line of same account on same order		NA	18.05%	
SERVICE CONNECTION CHARGES					
New and Additional Complex Business Svc.					
	- Primary Service, each line:				
	- Local and Extended Area Service				
	- TAS trunk line service or Answering line		NA	18.05%	
	- Tie line (same premises)		NA	18.05%	
	- Custom Data Service, each line		NA	18.05%	
	- Foreign Exchange Service, Contiguous, each line				
	- TAS trunk line service or Answering lines		NA	18.05%	
	- Foreign Exchange Svc., Noncontiguous, each line				
	- TAS trunk line service or Answering lines		NA	18.05%	
	- Foreign Prefix Svc. in same exchange, each line				
	- TAS trunk line service or Answering lines		NA	18.05%	
	- Extension Line; PBX, Horizon, ACD and TAS				
	Station Line Service; Secretarial Line Service:				
	- Off-premises, in the same bldg. or different bldg. on continuous property				
	- Extension Line		NA	18.05%	
	- PBX, TAS, Horizon, or ACD Line		NA	18.05%	
	- Secretarial Line		NA	18.05%	
	- Off-premises, on noncontinuous property in the same central office serving area, each line				
	- Extension Line		NA	18.05%	
	- PBX, TAS, ACD, or Horizon line		NA	18.05%	
	- Tie line		NA	18.05%	
	- Secretarial line, Extension of an individual access line or trunk		NA	18.05%	
	- Secretarial Line, Extension of a PBX line, ACD line or Horizon line		NA	18.05%	
	- Off-premises in a different central office serving area in the same exchange or contiguous Foreign Exchange Area, each line				
	- Extension line		NA	18.05%	
	- PBX, TAS, ACD, Horizon line or Tie line		NA	18.05%	
	- Secretarial line - Extension of an individual access line or trunk		NA	18.05%	
	- Secretarial line - Extension of a PBX line, ACD line or Horizon line		NA	18.05%	
New and Additional Complex Residence Service					
	- Primary Service, each line:				
	- Local and Extended Area Service				
	- Individual access line, Trunk line service		NA	18.05%	
	- Custom Data Service, each line		NA	18.05%	
	- Foreign Exchange Service, Contiguous, each line				
	- Individual access line, Trunk line service		NA	18.05%	
	- Foreign Exchange Svc., Noncontiguous, each line				
	- Individual access line, Trunk line service		NA	18.05%	
	- Foreign Prefix Svc. in same exchange, each line				
	- Individual access line, Trunk line service		NA	18.05%	
	- Extension Line; PBX Primary Line; Secretarial Line Service				
	- On and off premises in the same bldg. or different bldg. on continuous property, each line				
	- Extension line		NA	18.05%	
	- PBX line		NA	18.05%	
	- Secretarial line		NA	18.05%	
	- Off-premises on noncontinuous property in the same central office service area, each line				
	- Extension line		NA	18.05%	
	- PBX line		NA	18.05%	
	- Secretarial line		NA	18.05%	
	- Off-premises in a different central office serving area in the same exchange or contiguous foreign exchange area, each line				
	- Extension line		NA	18.05%	
	- PBX line		NA	18.05%	
	- Secretarial line		NA	18.05%	
EXCHANGE SERVICES					
FOREIGN EXCHANGE (FX) SERVICES					
Foreign Exchange Rates and Charges					
	- Foreign Exchange Mileage Rate				
	- Each one-half mile or fraction thereof-				
	- Each individual flat rate PBX business trunk		18.05%	NA	
	- Each individual flat rate line primary station-Res. and Bus.		18.05%	NA	
LOCAL EXCHANGE SERVICES					
Measured Rate Service					
	- Local Exchange Measured Rate Service				

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Rates and Charges				
	- Rate per month for each primary individual line service (for all SBC Nevada exchanges unless otherwise noted):				
	- Individual Measured Res. or Bus. Service		18.05%	NA	
	- Individual Measured Business Service		18.05%	NA	
	- Individual Standard Measured Residence Svc.		18.05%	NA	
	- Individual Low Use Measured Residence Svc.		18.05%	NA	
	- Usage rate schedule				
	- The day rate applies to the following:				
	- Initial minute		18.05%	NA	
	- Additional minute		18.05%	NA	
	- The evening rate applies to the following:			NA	
	- Initial minute		18.05%	NA	
	- Additional minute		18.05%	NA	
	- The night rate applies to the following:			NA	
	- Initial minute		18.05%	NA	
	- Additional minute		18.05%	NA	
	- Switched 56 Data Service				
	- Rates and Charges				
	- Each SW-56 equipped line or trunk				
	- Datapath/TCM - 2-wire local		18.05%	18.05%	
	- Datapath Extension (DPX) - 2-wire remote		18.05%	18.05%	
	- Office Channel Unit Dataport/Control Mode				
	Idle - 4-wire local		18.05%	18.05%	
	- Office Channel Unit Dataport/Control Mode				
	Idle - 4-wire remote		18.05%	18.05%	
	Flat-Rate Service				
	- Local Exchange Flat-Rate Service				
	- Rates and Charges				
	- Rate per month for each primary individual and party line service:				
	- Individual Line Flat Rate Business Service		18.05%	NA	
	- Individual Line Flat Rate Residence Service		18.05%	NA	
	- Individual Line Flat Rate Business Service - Without Telephone		18.05%	NA	
	- Individual Line Flat Rate Residence Service - Without Telephone		18.05%	NA	
	- Two-Party Line Flat Rate Business Service		18.05%	NA	
	- Two-Party Line Flat Rate Residence Service		18.05%	NA	
	- TeenLine				
	- Rates and Charges				
	- TeenLine		18.05%	NA	
	Local Service Options				
	- Farmer Line Service				
	- Rates and Charges				
	- Rate per month for each station				
	- Farmer Line Business Service		18.05%	NA	
	- Farmer Line Residence Service		18.05%	NA	
	- Suburban Service				
	- Rates and Charges				
	- Each suburban primary station service				
	- Suburban service- business		18.05%	NA	
	- Suburban service- residence		18.05%	NA	
	- Suburban Mileage				
	- Reno and Carson City Exchanges				
	- All customer's locations within one mile of the base rate area of special rate area		NA	NA	
	- All additional customer locations		NA	NA	
	- All exchanges except Reno and Carson City				
	- All the customer's locations within one mile of the base rate area of special rate area		NA	NA	
	- All additional customer locations		NA	NA	
	Interoffice Mileage Rates				
	- Mileage rates- per month				
	- Mileage between Central Offices of Exchange for each individual residence or business service:				
	- First One-Quarter Mile or Fraction of Quarter Mile		18.05%	NA	
	- Each additional Quarter Mile or Fraction of Quarter Mile		18.05%	NA	
	PRIVATE BRANCH EXCHANGE TRUNKS				
	Private Branch Exchange Trunks				
	- Rates per month				
	- Mileage between COs of exchange				
	- First one-quarter mile or fraction thereof				
	- Each PBX trunk line equipped		18.05%	NA	
	- Each additional quarter mile or fraction thereof				
	- Each PBX trunk line equipped		18.05%	NA	
	Measured Rate Trunks				
	- Rates and Charges				
	- Rates apply to each trunk line equipped				
	- 2-wire monthly rate (all applicable exchanges)		18.05%	NA	
	- 4-wire monthly rate (all applicable exchanges)		18.05%	NA	
	Flat Rate Trunks				
	- Rates and Charges				
	- 2-wire monthly rate (all applicable exchanges)		18.05%	NA	
	- 4-wire monthly rate (all applicable exchanges)		18.05%	NA	
	Direct-in-Dialing (DID) to PBX Systems				
	- Rates and Charges				
	- DID service				
	- Group of DID Numbers				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- 20 numbers		18.05%	18.05%	
	- 60 numbers		18.05%	NA	
	- 100 numbers		18.05%	NA	
	- Additional Group of numbers				
	- 20 numbers		18.05%	18.05%	
	- 60 numbers		18.05%	NA	
	- 100 numbers		18.05%	NA	
	Two-way Operation to PBX Systems (DID/DOD)				
	-Rates and Charges				
	- Two-way Operation				
	- Group of DID/DOD Numbers				
	- 20 numbers		18.05%	18.05%	
	- 60 numbers		18.05%	NA	
	- 100 numbers		18.05%	NA	
	- Additional Group of DID/DOD numbers				
	- 20 numbers		18.05%	18.05%	
	- 60 numbers		18.05%	NA	
	- 100 numbers		18.05%	NA	
	PREMIUM EXCHANGE SERVICES				
	Extension Service				
	Remote Call Forwarding				
	- Rates and Charges				
	- The following rates are for Remote Call				
	Forwarding Service and are in addition to				
	Charges and Rates for equipment with which it				
	is used.				
	- First access path				
	- Intrastate Inter-Service Area flat rate bus.		18.05%	NA	
	- Interstate flat rate business		18.05%	NA	
	- Intrastate Inter-Service Area flat rate res.		18.05%	NA	
	- Interstate flat rate residence		18.05%	NA	
	- Intra-Service Area flat rate business		18.05%	NA	
	- Intra-Service Area flat rate residence		18.05%	NA	
	- Additional access path			NA	
	- each, Local		18.05%	NA	
	- each, Toll		18.05%	NA	
	Premiere Communications Service				
	- Rates and Charges - Premiere 6				
	- The rates and charges following are for Premiere				
	6 only and are in addition to the applicable service				
	connection charges, monthly rates and non-				
	recurring charges for equipment with which they				
	are associated.				
	- Basic Features, Premiere 6				
	- Each line		18.05%	NA	
	- Optional Line Features				
	- Premiere 6 Call Waiting- each line		18.05%	NA	
	- Premiere 6 Call Forwarding- each line		18.05%	NA	
	- Premiere 6 Alternate Answering- each line		18.05%	NA	
	- Optional Group Features				
	- Premiere 6 Convenience Dialing-				
	each Premiere 6 group		18.05%	NA	
	- Premiere 6 Distinctive Ringing-				
	each Premiere 6 group		18.05%	NA	
	- Premiere 6 Outward WATS Access-				
	each Premiere 6 group		18.05%	NA	
	- Premiere 6 800 Service Access-				
	each Premiere 6 group		18.05%	NA	
	- Service Charges				
	- Establishment of Service				
	- Same time as associated access line(s)				
	- Subsequent to establishing associated line		NA	18.05%	
	- Service Charges below are applicable to the				
	following changes in an established Premiere				
	group. These rates and USOCs apply to both				
	Business and Residence , except 800 Service.				
	- Addition of optional feature(s) to an existing				
	Premiere group- each group		NA	18.05%	
	- Changes to the customer specified para-				
	meters associated with Premiere Alternate				
	Answering- each line		NA	18.05%	
	-Changes requested by the customer in the				
	intercom designation code associated with				
	Premiere Intercom- each line		NA	18.05%	
	- Add a line to a Premiere group- each line		NA	18.05%	
	- Change or remove a line from a Premiere				
	group- each line		NA	18.05%	
	- Change from Premiere 6 to Premiere 20-				
	each line		NA	18.05%	
	- Install Outward WATS/800 Service Access,				
	each System		NA	18.05%	
	- Measured Service				
	- Rates and Charges - Premiere 20				
	- The rates and charges following are for Premiere				
	20 only and are in addition to the applicable				
	service connection charges and monthly rates				
	for the access line with which they are				
	associated.				
	- Basic Features, Premiere 20- each line		18.05%	NA	
	- Optional Line Features				
	- Premiere 20 Call Waiting- each line		18.05%	NA	

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Premiere 20 Call Forwarding- each line		18.05%	NA	
	- Premiere 20 Alternate Answering- each line		18.05%	NA	
	- Premiere 20 Convenience Dialing- each line		18.05%	NA	
	- Optional Group Features				
	- Premiere 20 Distinctive Ringing- each group		18.05%	NA	
	- Premiere 20 Outward WATS/800 Access-				
	- WATS Access				
	- each access code		18.05%	NA	
	- 800 Service Access				
	- each 800 Service Line		18.05%	NA	
	- Premiere 20 Additional Call Pickup Group				
	- each additional group		18.05%	NA	
	Hunting Service				
	- Rates and Charges ^{1,2,3}				
	- Hunting Service, each line in a hunt group				
	- Series Complete		18.05%	NA	
	- Circular		18.05%	NA	
	- Preferential		18.05%	NA	
	- Uniform Call Distribution		18.05%	NA	
	Direct Connect				
	- Rates and Charges				
	- each line		18.05%	18.05%	
	Confinement Services Offered by SBC Nevada				
	- Rates and Charges				
	- Rate Periods and Rate Discounts				
	- Mileage and Corresponding Rates for Initial Minute and each Additional Minute.				
	- Rate Mileage				
	- 0-10 Initial Minute		18.05%	NA	
	- 11-22 Initial Minute		18.05%	NA	
	- 23-55 Initial Minute		18.05%	NA	
	- 56-124 Initial Minute		18.05%	NA	
	- 125-Plus Initial Minute		18.05%	NA	
	- Operator Assisted Messages				
	- Operator Assisted Station		18.05%	NA	
	- Operator Assisted Person		18.05%	NA	
	- Station Service and Person Service				
	JOINT USER SERVICE				
	- Regulations				
	- the following rates apply in addition to the rates and charges for the facilities and all other service provided.				
	- joint user service is not furnished in connection with residence telephone service or farmer line service.				
	- Rates and Charges				
	- Rate per month for each joint user service:				
	- Individual Party or Answering Line Service				
	- all exchanges		18.05%	NA	
	- PBX or Cord-Operated Answering Service				
	- all exchanges		18.05%	NA	
	DIRECTORY SERVICES				
	Local Directory Assistance Service				
	-Rates and Charges				
	- Direct dialed calls to Directory Assistance				
	- Each call exceeding the Call Allowance		0.15%	NA	
	- Operator Assisted Calls to Directory Assistance				
	- Each operator assisted call exceeding the allowance (from Direct Dial Access stations)		0.15%	NA	
	- Each operator assisted call exceeding the allowance (from Non-Direct Dial Access stations)		0.15%	NA	
	OPERATOR SERVICES				
	Local Operator Verification/ Interrupt Service				
	- Rates and Charges				
	- Verification		0.15%	NA	
	- Combination of a verification and interruption of a conversation		0.15%	NA	
	Operator Assisted Local Calls				
	- Dial Station Message Toll Charges for the lowest rate step (0-10 miles), plus the appropriate Operator Service Charge, as set forth in Tariff A.6, apply to local calls placed with the assistance of a Utility operator.				
	MESSAGE TELECOMMUNICATION SERVICE				
	STANDARD SERVICE OFFERINGS				
	Two-Point Message Telecommunication Service				
	- Rates and Charges - Message Toll Rate - Reno LATA				
	- Rate Periods and Rate Discounts				
	- Monday thru Friday				
	- day rate (8:00 am to 5:00 pm) = 0% discount.				
	- evening rate (5:00 pm to 11:00 pm)= 25% disc.				
	- night rate (11:00 pm to 8:00 am) = 50% discount.				
	- Saturday, night rate, all hours = 50% discount.				

NEVADA BELL TEL CO d/b/a SBC NEVADA
Monthly Rec
4/5/05

APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Sunday ²				
	- night rate (8:00 am to 5:00pm) = 50% discount.				
	- evening rate (5:00 pm to 11:00 pm) = 25% disc.				
	- night rate (11:00 pm to 8:00 am) = 50% discount.				
	- Mileage and Corresponding Rates for Different				
	Classes of Service - Day Rate Period				
	- Residence - Dial Station-to-Station				
	- Rate Mileage				
	- 0-10				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 11-22				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 23-55				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 56-124				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 125-plus				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	-Business and assisted types of calls				
	- Rate Mileage				
	- 0-10				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 11-22				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 23-55				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 56-124				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- 125-plus				
	- initial minute		18.05%	NA	
	- each additional minute		18.05%	NA	
	- Operator Assisted Messages				
	- In addition to the Dial Station-to-Station Rate, the following service charges are applicable as outlined in Regulations section A6.2.1.B.6.				
	- Customer Dialed Calling Card		18.05%	NA	
	- Operator Assisted Calling Card		18.05%	NA	
	- Operator Assisted Station		18.05%	NA	
	- Operator Assisted Person		18.05%	NA	
	- Coin Station Service and Coin Person Service				
	- The charge for a call paid for by coin deposit in a public coin telephone is the sum of the Business two-point message rates, operator assisted service charge and federal tax, rounded to the nearer multiple of \$.05.				
	Toll Stations				
	- Rates and Charges				
	- Individual Access Lines and Primary Station Service				
	- Individual access line		18.05%	NA	
	- Extension Station Service Line				
	- Where located off the premises on which the primary service point is located.				
	- Installation charge		NA	0%	
	- Monthly rate				
	Message Toll Telephone Service				
	- See this tariff for a complete list of rate centers and Central Offices in the State of Nevada, together with V-H coordinates for use in determining air-line mileages for message toll telephone service and measured exchange service.				
	Toll Service - Station Service				
	- Rates				
	- Each business or residence toll service-station, per year		18.05%	NA	
	- Interconnection of two toll service-station lines terminating at same toll station or toll switchboard, each message		18.05%	NA	
	- Messages between toll service-stations and the toll station or toll switchboard to which they are connected, each message		18.05%	NA	
	OPTIONAL CALLING PLANS				
	Dial One Metro				
	- Rates and Charges				
	- Dial One Metro - Residence				
	- From EAD 1 to EADs 2, 3, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 2 to EADs 1, 3, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 3 to EADs 1, 2, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 4 to EADs 1, 2, 3, per billing account		18.05%		

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TEL CO d/b/a SBC NEVADA
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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Non-recurring ¹			18.05%	
	- Dial One Metro - Business				
	- From EAD 1 to EADs 2, 3, 4, per billing account		18.05%	NA	
	- Non-recurring ¹			18.05%	
	- From EAD 2 to EADs 1, 3, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 3 to EADs 1, 2, 4, per billing account		18.05%		
	- Non-recurring ¹			18.05%	
	- From EAD 4 to EADs 1, 2, 3, per billing account		18.05%		
	- Non-recurring ¹		NA	18.05%	
	- Dial One Metro or Equivalent ²				
	- From Rural Telephone Company prefix 969 to				
	EAD 7		18.05%	18.05%	

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
WIDE AREA TELECOMMUNICATION SVC. (WATS)					
OUTWARD WATS AND 800 SERVICE					
Outward WATS and 800 Service					
- Charges and Rates					
- Installation Charge					
- an access line will be furnished at the service connection charges or multi-element service charges equivalent to that of a business individual access line as shown in NE A3.					
- Extension Station Lines					
- Extension station lines are charged for at the rates specified for in Private Line Service in Tariff PL B3.					
- Move and Change Charge					
- Move or change an outward statewide access line			NA	18.05%	
- Move or change an outward intraLATA access line			NA	18.05%	
- Move or change an 800 access line			NA	18.05%	
Outward WATS					
- Rates and Charges					
- Access Rates					
- Statewide (Band 8)					
- Access line, each			18.05%	NA	
- IntraLATA only (Band 9), within the customer's serving LATA					
- Access line, each			18.05%	NA	
- InterLATA only (Band 11), outside the customer's serving LATA					
- Access line, each			18.05%	NA	
- Monthly Usage Rates					
- Average Hours of Use per Line - Outward WATS					
- 0 - 15			18.05%	NA	
- 15.1 - 40			18.05%	NA	
- 40.1 - 80			18.05%	NA	
- over 80			18.05%	NA	
800 Service					
- Rates and Charges					
- Access Rates - Statewide					
- Access Line, each			18.05%	NA	
- Monthly Usage Rates - Statewide					
- Hours of Usage					
- Business Day, Monday thru Friday, 9a.m. to 9p.m.			18.05%	NA	
- Off Peak, All Other Hours			18.05%	NA	
CENTRAL OFFICE SERVICES					
TELEPHONE ANSWERING SERVICE					
Secretarial Answering Service					
- Rates and Charges					
- Each secretarial extension line, extension of a trunk line, PBX or CENTREX cord-operated equipment or key equipment.					
- Charge as appropriate for an extension line, PBX or CENTREX extension line plus the following mileage:					
- 1/4 to 3/4 miles, flat rate			18.05%	NA	
- each extension line					
- 4/4 to 7/4 miles, flat rate			18.05%	NA	
- each extension line					
- over 7/4 miles, flat rate			18.05%	NA	
- each extension line					
MISCELLANEOUS SERVICE OFFERINGS					
MILEAGE CHARGES					
Extension Lines					
- Rates and Charges					
- Apply to each extension, PBX, order receiving equipment and key equipment station line.					
- No mileage charge applies where the terminals are in different buildings on continuous property where the remote building is within 300 feet from the primary station or PBX switchboard. (A10.2.1.B.7)					
- Terminals are in different buildings on continuous property and located beyond 300 feet from the primary station. (See A10.2.1.B.7)					
- Each one-quarter mile or fraction thereof-					
- Each extension station			18.05%	NA	
- Each PBX station			18.05%	NA	
- Terminals are on noncontinuous property within the same exchange. (See A10.2.1.B.8 & A10.2.1.B.9)					
- Each extension station line or key equipment station line, per local loop (1 required per line)			18.05%	NA	
- Each private branch exchange station line or order receiving equipment line, per local loop (2 required per line)			18.05%	NA	
- Terminals are on nocontinuous property between contiguous exchanges. (See A10.2.1.B.8 & B.9)					
- First one-quarter mile or fraction thereof-					
- Each PBX station			18.05%	NA	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Each extension station		18.05%	NA	
	- Each additional one-quarter mile or fraction there- of-				
	- Each PBX station		18.05%	NA	
	- Each extension station		18.05%	NA	
	- Where all of the following conditions prevail, cable charges based on estimated cost may be applied in lieu of mileage charges:				
	- for one customer;				
	- served by dedicated cable between premises of same customer on noncontinuous property;				
	- minimum cable capacity of 100 pairs and less than on airline mile in length.				
	- Each dedicated cable				
	- basic termination charge		NA	0%	
	- rate per month		0%	NA	
	- Service Area Transmission Equipment				
	- installation charge		NA	0%	
	- rate per month		0%	NA	
	- expense incurred by the Utility to meet transmission and/or signaling requirements.				
	Tie Line Service				
	- Rates and Charges				
	- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Different Central Office, Each Loop (2 required)		18.05%	NA	
	- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Same Central Office, Each Loop (2 required)		18.05%	NA	
	MISCELLANEOUS SWITCHING ARRANGEMENTS				
	Arrangements for Night, Sunday, and Holidays				
	- Rates and Charges				
	- Termination in Central Office, With Night Listing for Private Branch Exchange System:				
	- each terminal		18.05%	NA	
	Multiple Line Control Arrangements				
	- Rates and Charges				
	- First 6 Lines of a Group		18.05%	18.05%	
	- Each Additional Line of Same Group		18.05%	18.05%	
	TOLL RESTRICTION SERVICES				
	Toll Diversion				
	- Rates and Charges				
	- Changes in Telephone Prefixes and Codes:				
	Each change in diverting equipment arrangement or call control equipment to divert or not divert calls to one or more telephone prefixes or codes:				
	- For each Group of Trunks having the same diverting arrangement		NA	18.05%	
	- Access Code Diverting Service:				
	- Each central office arrangement of a trunk of a dial PBX system to divert access code "0" or "1"		18.05%	18.05%	
	DISCRETIONARY EXCHANGE SERVICES				
	CUSTOM CALLING 2000				
	- Rates and Charges				
	- Feature Rates				
	- Call Management Features				
	- Call Trace, residence				
	- initial charge				
	- each occurrence		18.05%	NA	
	- Call Trace, business				
	- initial charge				
	- each occurrence		18.05%	NA	
	- Caller ID, residence				
	- per line		18.05%	NA	
	- Caller ID, business				
	- per line		18.05%	NA	
	- Call Return, residence				
	- per line		18.05%	NA	
	- Call Return, business				
	- per line		18.05%	NA	
	- Repeat Dialing, residence				
	- per line		18.05%	NA	
	- Repeat Dialing, business				
	- per line		18.05%	NA	
	- Privacy Features				
	- Per Call Blocking, residence				
	- per line		NA	NA	
	- Per Call Blocking, business				
	- per line		NA	NA	
	- Per Line Blocking, residence				
	- per line		NA	NA	
	- Blocked Call Rejection, residence				
	- per line		18.05%	NA	
	- Blocked Call Rejection, business				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- per line		18.05%	NA	
	- Screen List Editing Features				
	- Call Screen, residence				
	- per line		18.05%	NA	
	- Call Screen, business				
	- per line		18.05%	NA	
	- Priority Ringing, residence				
	- per line		18.05%	NA	
	- Priority Ringing, business				
	- per line		18.05%	NA	
	- Select Call Forwarding, residence				
	- per line		18.05%	NA	
	- Select Call Forwarding, business				
	- per line		18.05%	NA	
	- Multi-feature discounts				
	- Multi-feature discount rates will apply when ordering the following CC2000 features:				
	- Caller ID, Call Screen, Call Return, Repeat Dialing, Priority Ringing, Select Call Forwarding, and Blocked Call Rejection.				
	- Multi-feature discounts apply to both Residence and Business features.				
	- One feature, current discount is 0%				
	- Two or more features, current discount is 25%				
	EXPRESS CALL COMPLETION SERVICE (ECCS)				
	- Rates and Charges				
	- Per affirmative activation, per call		18.05%	NA	
	PRIMARY RATE ISDN (PRI)				
	- Rates and Charges				
	- Primary Rate Interface ^{1,2}				
	- 23B+Primary D interface, Each				
	- Month-to-Month		18.05%	18.05%	
	- 3 - year		18.05%	18.05%	
	- 5 - year		18.05%	18.05%	
	- Additional interfaces				
	- 24B interface, Each				
	- Month-to-Month		18.05%	18.05%	
	- 3 - year		18.05%	18.05%	
	- 5 - year		18.05%	18.05%	
	- 23B+Back-up D interface, Each				
	- Month-to-Month		18.05%	18.05%	
	- 3 - year		18.05%	18.05%	
	- 5 - year		18.05%	18.05%	
	- Optional Features ¹				
	- Alternate Route, each route		18.05%	18.05%	
	- PRI - NET, each PRI interface and Centrex		18.05%	18.05%	
	- Non-PRI Foreign Exchange/Foreign Prefix Connection, each path/each telephone number		18.05%	18.05%	
	- PRI Subgroup, each subgroup		18.05%	18.05%	
	- Private Facility Connection, each facility group/trunk group connected		18.05%	18.05%	
	- User to User Information, each PRI interface		18.05%	18.05%	
	- Change Charges				
	- PRI Miscellaneous Change Charge				
	- Each affected PRI serving arrangement		NA	18.05%	
	OPTIONAL DISCOUNT TOLL CALLING PLANS				
	- Rates and Charges				
	- Comstock Plan - Residence				
	- Monthly Toll Usage Revenues				
	- \$0 - \$49.99				
	- per minute rate is not changed				
	- \$50.00 and above, per minute rate				
	- per minute rate		18.05%	NA	
	- Bonanza Plan - Business				
	- Monthly Toll Usage Revenues				
	- \$0 - \$14.99				
	- per minute rate is not changed				
	- \$15.00 - \$49.99				
	- per minute rate		18.05%	NA	
	- \$50.00 - \$249.99				
	- per minute rate		18.05%	NA	
	- \$250.00 and above				
	- per minute rate		18.05%	NA	
	- Optional Term Discounts - Business				
	- 1- Year Term= Additional 5%		18.05%	NA	
	- 2- Year Term= Additional 10%		18.05%	NA	
	- 3- Year Term= Additional 15%		18.05%	NA	
	PRIVATE LINE SERVICES				
	CHANNELS				
	Charges.				
	- Channel Termination for Telephone Sets:				
	- Each move or change of a channel termination		NA	18.05%	
	- Channels for remote metering, Supervisory Control and Miscellaneous Signaling Purposes.				

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Each change in location of a termination of a channel made on same premises at the customer's request		NA	18.05%	
	- Change of Channel Termination where Customer-Owned Teletypewriter of Morse Station Eq. is used.				
	- Each termination moved or changed on the same premises at the customer's request		NA	18.05%	
	- Channels for One-Way Program Transmission Networks in Connection with Loudspeakers.				
	- Station channel		NA	18.05%	
	- Station channel extension		NA	18.05%	
	- Channels for Data Transmission (Schedules 0, 1, 2, 3, 3A, 4) and Teletypewriter Channels.				
	- Each termination of a channel moved or changed on the same premises at the customer's request		NA	18.05%	
	- Moves to different premises.				
	- A change of location from one premise to another will not be treated as a move but as a disconnect and a new install.				
	CLASSIFICATION AND RATES				
	Series 1000 Channels				
	- Private Line Service and Channels for Remote Metering, Supervisory Control, and Miscellaneous Signaling				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels				
	- Channel between first 2 terminations on different premises on the same continuous property:				
	- Types 1001 and 1009C:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Types 1002 and 1005:			NA	
	- Half Duplex		18.05%		
	- Full Duplex		18.05%	NA	
	- Type 1006				
	- Half duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property:				
	- Local Loop for Each First Termination				
	- Types 1001 and 1009C:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Types 1002 and 1005:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Type 1006:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each first termination on premises				
	- CPE Termination				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
	- Types 1001 and 1009C: ¹				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Types 1002, 1005, and 1006:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Parallel Drop - up to 30 Bauds				
	- Local Channel:, Each		18.05%	18.05%	
	- Type 1009C Channels ²				
	- Each Serving Central Office Termination of an Outlying CPE Station (Alarmed Location)		18.05%	18.05%	
	- A change in termination from 1 Channel to another at the customer's request will be treated as a new installation.				
	- Station Arrangement - 150 Baud				
	- The rate applies to each first termination.				
	- Station Arrangement, Each		18.05%	NA	
	- Channels between Exchanges (Interexchange Channels)				
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Half or Full Duplex:				
	- Channel Terminal, Each		18.05%	NA	
	- Interexchange channel mileage for each 2-point or 2-point section of a Multipoint Channel, per airline mile, per month:				
	- Type 1001 and 1009C:				
	- First 40 miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Next 210 miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				

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NA - Not Applicable

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada			USOC	Recurring	Non-Recurring	
					Initial	Add'l
	- Half Duplex			18.05%	NA	
	- Full Duplex			18.05%	NA	
	- Type 1002, 1005, and 1006:					
	- First 40 miles					
	- Half Duplex			18.05%	NA	
	- Full Duplex			18.05%	NA	
	- Next 210 miles					
	- Half Duplex			18.05%	NA	
	- Full Duplex			18.05%	NA	
	- Each Additional Mile					
	- Half Duplex			18.05%	NA	
	- Full Duplex			18.05%	NA	

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Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Each interexchange channel also requires a Local Loop for each station location on non-continuous property. If applicable, additional termination of same channel on different premises on the same continuous property as first termination, also applies.				
	- Battery				
	- Battery Supply Other Than Dry Cells:				
	- Each A.C. or D.C. Battery Tap		18.05%	NA	
	- Private Line Teletypewriter Service and Channels				
	- Rates and Charges				
	- Local or Interexchange Private Line Teletypewriter Channels				
	- Channel between first 2 terminations on different premises on the same continuous property:				
	- 60, 75, 100 Speed				
	- Channel:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- 150 Baud				
	- Channel:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property:				
	- Local Loop for termination on a premises				
	- 60, 75, 100 Speed				
	- Channel:				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- 150 Baud				
	- Channel:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
	- 60, 75, and 100 Speed and 150 Baud				
	- Channel:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Channels between Exchanges				
	- Terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office:				
	- Channel Terminal:				
	- Each		18.05%	NA	
	- Interexchange Channel Mileage for each 2-point Channel or 2 Point Section of a Multipoint Channel per Airline Mile				
	- 0-40 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Next 210 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, Channel between first termination on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply if applicable.				
	- Station Arrangement - 150 Baud Service				
	- The charge applies:				
	- once to a Channel entirely on the same premises				
	- to each first termination on different premises				
	- Station Arrangement, Each		18.05%	NA	
	- Channels for Data Transmission				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels				
	- Channel between first 2 terminations on different premises on the same continuous property:				
	- Schedule O				
	- Type 1001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Schedule 1, 2, and 3				
	- Types 1002 and 1005:				
	- Half Duplex, Each		18.05%	NA	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Schedule 3A				
	- Types 1006 and 1009C:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property:				
	- Local Loop for each first termination on a premise.				
	- Schedule O				
	- Type 1001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Schedule 1, 2, and 3				
	- Types 1002 and 1005:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Schedule 3A				
	- Types 1006 and 1009C:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:				
	- Schedule O				
	- Type 1001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Schedule 1, 2, 3, and 3A				
	- Types 1002, 1005, 1006 and 1009C:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channels between Exchanges (Interexchange Channels):				
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Half or Full Duplex:				
	- Channel Terminal, Each		18.05%	NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- Schedule O:				
	- 0-40 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Next 210 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Schedule 1, 2, 3, and 3A:				
	- 0-40 Miles				
	- Half Duplex		18.05%		
	- Full Duplex		18.05%		
	- Next 210 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each channel also requires a local loop for each station location on noncontinuous property.				
	In addition, Channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply, if applicable.				
	Series 2000 Channels				
	- Private Line Telephone Service and Channels				
	- Charges and Rates				
	- Local or Interexchange Private Line Telephone Service and Channels				
	- Channel between the first 2 terminations on different premises on the same continuous property:				
	- Half Duplex:				
	- Type 2001, Each		18.05%	NA	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Type 2002, Each		18.05%	NA	
	- Full Duplex:				
	- Type 2001, Each		18.05%	NA	
	- Type 2002, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property				
	- Half Duplex:				
	- Type 2001, Each		18.05%	NA	
	- Type 2002, Each		18.05%	NA	
	- Full Duplex:				
	- Type 2001, Each		18.05%	NA	
	- Type 2002, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
	- Half Duplex:				
	- Type 2001, Each		18.05%	NA	
	- Type 2002, Each		18.05%	NA	
	- Full Duplex:				
	- Type 2001, Each		18.05%	NA	
	- Type 2002, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Signaling (if required)				
	- Per Local Loop or Channel		18.05%	NA	
	- Channels between Exchanges (Interexchange Channels):				
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Channel Terminal:				
	- Each		18.05%	NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- First 40 Miles:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Next 210 Miles:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Each Additional Mile:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, a Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property also apply, if applicable.				
	- Where a switching arrangement is provided, each station or termination on an Interexchange Service or Channel at the switching point requires a Local Loop and Channel terminal for each of the Interexchange Private Lines to which it is connected and which can be operated as a separate private line.				
	- Switching Arrangements (See Regulation 1.(1))				
	- A charge applies at the switching point for each Local or Interexchange Private Line arranged for Switching.				
	- Switching Arrangement:				
	- Local Service or Channel:				
	- Each		18.05%	NA	
	- Interexchange Service or Channel:				
	- Each		18.05%	NA	
	- Private Line Services and Channels for Data Transmission				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels				
	- Channel between first 2 terminations on different premises on the same continuous property				
	- Types 2001, 2002, and 2006:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for each first termination on a premise				
	- Types 2001, 2002, and 2006:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	different premises on the same continuous property as the first termination				
	- Types 2001, 2002, and 2006:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channels between Exchanges (Interexchange Channels)				
	- Each channel terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel, in a Central Office				
	- Half or Full Duplex:				
	- Channel Terminal, Each		18.05%	NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- Schedule 3A:				
	- 0-40 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Next 210 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each channel also requires a local loop for each station location on noncontinuous property.				
	In addition, Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property, also apply, if applicable.				
	Series 3000 Channels				
	- Channels for Remote Metering, Supervisory Control and Miscellaneous Signaling Purposes				
	- Charges and Rates				
	- Local or Interexchange Private Line Channels-				
	Type 3001				
	- Channel between first 2 terminations on different premises on the same continuous property				
	- Type 3001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for Each First Termination				
	- Type 3001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
	- Type 3001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channels between Exchanges (Interexchange Channels)				
	- Each channel terminal for terminating a 2-point or 2-point section of a Multipoint Channel in a Central Office				
	- Half Duplex:				
	- Channel Terminal, Each		18.05%	NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month				
	- First 40 miles				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Next 210 Miles				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Each Interexchange Channel also requires a Local Loop for each station location on non-continuous property. If applicable, additional termination of the same Channel on different premises on the same continuous property as the first termination, also applies.				
	- Station Arrangement - 150 Bauds				
	- This charge applies:				
	- once to a Channel entirely on same premises				
	- to each first termination on different premises				
	- Station Arrangement, Each		18.05%	NA	
	- Channel conditioning arrangements may be				

TBD - To be Determined
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ICB - Individual Case Basis
NA - Not Applicable

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SBC NV/METROPOLITAN

Nevada			USOC	Recurring	Non-Recurring	
					Initial	Add'l
		provided for Type 3001 Channels with the rates and provisions of Tariff PL B3.3.1.				
		- Signaling for Type 3001 Channels (if required)				
		- Per Local Loop or Channel Arranged		18.05%	NA	
		- A change in termination from 1 channel to another				
		at the customer's request will be treated as a new installation.				
		- Channels for Data Transmission				
		- Charges and Rates				
		- Local or Interexchange Private Line Channels-				
		Schedules 3A and 4				

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APPENDIX PRICING/ALL TRAFFIC
SBC NV/METROPOLITAN

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Channel between first 2 terminations on different premises on the same continuous property				
	- Type 3001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Type 3002:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for each first termination on a premises				
	- Type 3001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Type 3002:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination				
	- Type 3001:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Type 3002:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- CPE Termination:				
	- Each		NA	18.05%	
	- Bulk Pricing (for large volumes of Type 3002)				
	(See NOTE 4 for nonrecurring charge information)				
	- Channel between first terminations on different premises on noncontinuous property				
	- Local Loop for each first termination on a premises				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Channel Terminal, Bulk Pricing:				
	- Half Duplex, Each		18.05%	NA	
	- Full Duplex, Each		18.05%	NA	
	- Interoffice Channel Mileage Bulk Pricing for each two-point channel or two-point section of a multi-point channel, -per airline mile, per month		18.05%	NA	
	- Charge to meet Bulk Pricing "minimum" channel service charge requirement				
	- per channel		18.05%	NA	
	- Channels between Exchanges (Interexchange Channels)				
	- Each Channel terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office				
	- Channel Terminal, Each		18.05%	NA	
	- Interexchange channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel per airline mile, per month				
	- Schedule 3A:				
	- 0-40 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Next 210 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Schedule 4:				
	- 0-40 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Next 210 Miles				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each Additional Mile				
	- Half Duplex		18.05%	NA	
	- Full Duplex		18.05%	NA	
	- Each channel also requires a local loop for each station location on noncontinuous property.				
	In addition, channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property also				

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	apply, if applicable.				
	- Signaling for Schedule 4 Channels (if required)				
	- Local Loop or Channel:				
	- Arranged for Signaling		18.05%	NA	
	- Station Arrangements - Schedule 3A				
	- The rate applies:				
	- once to a Channel entirely on same premises				
	- to each first termination on different premises				
	- Station Arrangement, Each		18.05%	NA	
	- Switching Arrangements for Schedule 4				
	Channels are furnished with the rates and provisions of Tariff PL B3.2.2.				
	- Channel Conditioning for Schedule 4 Channels is furnished with the rates and provisions of Tariff PL B3.3.1.				
	- Local Area Data Channels (LADC)				
	- Charges and Rates				
	- Channel between first two terminations on different premises on the same continuous property.				
	- Type:				
	- 2-wire, Each		18.05%	NA	
	- 4-wire, Each		18.05%	NA	
	- Termination				
	- Each		NA	18.05%	
	- Channel between two terminations.				
	- Local Loop for each termination.				
	- Type:				
	- 2-wire, Each		18.05%	NA	
	- 4-wire, Each		18.05%	NA	
	- Termination:				
	- Each		NA	18.05%	
	Other Channels				
	- Bell and Lights System Attack Warning Service				
	This service is not offered at this time.				
	- Farmer Lines				
	- Rates and Charges				
	- Connection Charge				
	- Each connection made with customer-owned facilities				
	- Channel Rate - Each Channel				
	- In Cable				
	- Each one-quarter mile or fraction thereof, airline measurement, per year		18.05%	NA	
	- Open Wire				
	- First one-quarter mile or fraction thereof, airline measurement, per month		18.05%	NA	
	- Each additional one-quarter mile or fraction thereof, airline measurement, per month		18.05%	NA	
	OTHER FEATURES AND ARRANGEMENTS				
	Classification and Rates - Channel Conditioning				
	- Charges and Rates				
	- Type C1, C2, and C4 Channel Conditioning				
	- For the First Station in an Exchange:				
	- On a 2-point Channel not arranged for Switching:				
	- Type C1		18.05%	18.05%	
	- Type C2		18.05%	18.05%	
	- Type C4		18.05%	18.05%	
	- On a 2-point Channel arranged for:				
	- Switching Type C1		18.05%	18.05%	
	- Multi Point Type C1		18.05%	18.05%	
	- On a Multi Point Channel:				
	- Type C2		18.05%	18.05%	
	- For Each Additional Station on the Same Channel and in the Same Exchange as the First Station:				
	- Type C1		18.05%	18.05%	
	- Type C2		18.05%	18.05%	
	- Type C4		18.05%	18.05%	
	- Type D1, High Performance Data Conditioning applies to Schedule 4 Channels for data transmission.				
	- When High Performance Data Conditioning is ordered subsequent to the installation of the Data Channel, a charge equal to the Installation Charge for the Local Channel will apply for each Local Channel in addition to the charge for the High Performance Data Conditioning.				
	- On a 2-point Channel not arranged for Switching:				
	- Type D1, Per Channel		NA	18.05%	
	Classification and Rates - Signaling Options				
	- Charges and Rates				
	- Dial Conditioning Arrangement used with Channels Between Non-contiguous Exchanges				
	- The dial conditioning arrangement charge would not apply when furnished at a service point equipped with an interexchange switching arrangement.				
	- Dial Signaling Arrangement:				
	- Per Point Service		18.05%	NA	
	- Dial Termination Arrangement:				
	- Per Point Service		18.05%	NA	
	Classification and Rates - Multipoint Service and Multistation Arrangements				

TBD - To be Determined
NRO - Nonrecurring only
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NA - Not Applicable

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Nevada		USOC	Recurring	Non-Recurring	
				Initial	Add'l
	- Charges and Rates				
	- Intraexchange				
	- Multipoint Charge:				
	- Per Central Office Termination		18.05%	18.05%	
	- Interexchange				
	- Multipoint Charge:				
	- Per Central Office Termination		18.05%	18.05%	
	DIGITAL ACCESS SERVICE				
	DIGITAL DATA SERVICE				
	Rates and Charges				
	- Channels Between Digital Cities				
	- The rates below apply for each two-point channel section furnished between Digital City Rate Centers.				
	- Airline Mileage				
	- Each mile at 2.4 Kbps		18.05%	NA	
	- Each mile at 4.8 Kbps		18.05%	NA	
	- Each mile at 9.6 Kbps		18.05%	NA	
	- Each mile at 56 Kbps		18.05%	NA	
	- Channels				
	- Each channel at 2.4 Kbps		18.05%	NA	
	- Each channel at 4.8 Kbps		18.05%	NA	
	- Each channel at 9.6 Kbps		18.05%	NA	
	- Each channel at 56 Kbps		18.05%	NA	
	- Local Distribution Channel				
	- The rates below apply for each two-point Local Distribution Channel terminated at a station in a Digital City Serving Area, thereby providing a path for digital transmission between the Serving Wire Center Central Office and the customer's premises.				
	- Transmission speed				
	- 2.4 Kbps		18.05%	18.05%	
	- 4.8 Kbps		18.05%	18.05%	
	- 9.6 Kbps		18.05%	18.05%	
	- 56 Kbps		18.05%	18.05%	
	- Interoffice Digital Channel				
	- The rates below apply for each two point channel section furnished between the Principal Central Office and the Serving Central Office.				
	- Transmission speed per channel				
	- 2.4 Kbps		18.05%	NA	
	- 4.8 Kbps		18.05%	NA	
	- 9.6 Kbps		18.05%	NA	
	- 56 Kbps		18.05%	NA	
	- Transmission speed per airline mile				
	- 2.4 Kbps		18.05%	NA	
	- 4.8 Kbps		18.05%	NA	
	- 9.6 Kbps		18.05%	NA	
	- 56 Kbps		18.05%	NA	
	- Multi-Station Arrangement				
	- A monthly charge per station applies when a Digital Data Service is arranged for multi-station operation				
	- Each station		18.05%	NA	
	- Move Charges				
	- When Local Distribution Channels are moved to a new location on the same premises, one-half the installation charge applies.				
	- When Local Distribution Channels are moved to a new location on a different premises, the installation charge applies.				
	HIGH CAPACITY (HICAP) DIGITAL DATA SERVICE				
	Rates and Charges				
	- 1.544 Mbps. HICAP Service				
	- Channel Termination				
	- Initial circuit				
	- each channel termination		18.05%	18.05%	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	- Each additional circuit (same two locations)				
	- each channel termination		18.05%	18.05%	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	- Channel Mileage				
	- Channel Mileage Facility				
	- per mile		18.05%	NA	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	- Channel Mileage Termination				
	- per termination		18.05%	NA	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	- Optional Features and Functions				
	- Central Office Multiplexing				
	- DS-1 to Voice/Digital		18.05%	NA	
	- recurring 3-year term		18.05%	NA	
	- recurring 5-year term		18.05%	NA	
	Mult-Service Optical Network (MON)		18.05%	18.05%	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

APPENDIX DATA EXCHANGE FOR THE DISTRIBUTION OF INTRALATA MESSAGE DETAIL AND/OR THE SETTLEMENT OF INTRALATA MESSAGE REVENUE

This Appendix is for the Settlement of Non-Calling Card and Third Number Settlement ("CATS") System Messages ("Appendix").

WHEREAS, the Parties desire to settle all Non-CATS Messages as set forth in this Appendix; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 **"Bellcore Client Company"** means SBC NEVADA and any Bell Operating Company as defined in Section 153 of the Communications Act of 1934, as amended.
- 1.2 **"CMDS Host"** means the Bellcore Client Company that is a CMDS direct participant that acts on behalf of a LEC to distribute end user message detail through CMDS and, where applicable , to settle end user message detail through BOC CATS.
- 1.3 **"Calling Card and Third Number Settlement" ("CATS")** means that part of CMDS which is a mechanized computer process used to maintain records regarding intercompany settlements through which revenues collected by the billing company are distributed to the originating company. Records included in this process are intraLATA Calling Card Messages and/or Third Number Billed Messages that originate in one Bellcore Client Company territory and is billed to an end user in another Bellcore Client Company territory.
- 1.4 **"Centralized Message Data System I" ("CMDS")** means the industry-wide data collection system located in Missouri, which handles the daily exchange of message details between CMDS participating telephone companies (also known as CMDS direct participants). SBC NEVADA is a CMDS direct participant.
- 1.5 **"Customer Calling Card Messages"** means messages where (i) the charges are billed to a telecommunications line number based calling card issued by Customer, (ii) the Transporting LEC is SBC NEVADA, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.6 **"Customer Collect Messages"** means messages where the charges are billed to the called end user who is a Customer Subscriber and where the Transporting LEC is SBC NEVADA.
- 1.7 **"Customer Non-CATS Messages"** means Customer Collect Messages, Customer Calling Card Messages and/or Customer Third Number Billed Messages as those terms are defined herein.
- 1.8 **"Customer Subscriber"** means an end user who has authorized Customer to provide the end user with local exchange service in Nevada or who has billed an intraLATA call to a telecommunications calling card that is based on a Nevada telephone number issued by the Customer.
- 1.9 **"Customer Third Number Billed Message"** means messages where (i) the charges are billed to a Customer Subscriber's telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is SBC NEVADA, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.10 **"Local Access and Transport Area" ("LATA")** are those designated areas approved by the United States District Court for the District of Columbia in United States of America v. American Telephone and Telegraph Company, et al., Civil Action Nos. 74-1698 and 82-0192.
- 1.11 **"Local Exchange Carrier" ("LEC")** means a carrier authorized to provide local, exchange access and intraLATA toll services.

- 1.12 “**SBC NEVADA Calling Card Messages**” means messages where (i) the charges are billed to a telecommunications line number based calling card issued by **SBC NEVADA**, (ii) the Transporting LEC is Customer, and (iii) the originating number and the line number on the calling card are located in the same Bellcore Client Company territory.
- 1.13 “**SBC NEVADA Collect Messages**” means messages where the charges are billed to the called end user who is a **SBC NEVADA** Subscriber and where the Transporting LEC is Customer.
- 1.14 “**SBC NEVADA Non-CATS Messages**” means **SBC NEVADA** Collect Messages, **SBC NEVADA** Calling Card Messages and/or **SBC NEVADA** Third Number Billed Messages as those terms are defined herein.
- 1.15 **SBC NEVADA Subscriber** means an end user who has authorized **SBC NEVADA** or who has billed an intraLATA call to a telecommunications calling card issued by **SBC NEVADA**.
- 1.16 “**SBC NEVADA Third Number Billed Messages**” means messages where (i) the charges are billed to a **SBC NEVADA** Subscriber’s telephone number that is not the originating or terminating telephone number, (ii) the Transporting LEC is Customer, and (iii) the originating and billed telephone numbers are located in the same Bellcore Client Company territory.
- 1.17 “**Transporting LEC**” means the LEC on whose network an end user originates a call.

2. SCOPE OF AGREEMENT

- 2.1 This Appendix specifies the rights and obligations of the Parties with respect to (i) the distribution and/or settlement of Customer Non-CATS Messages where **SBC NEVADA** and (ii) the settlement of **SBC NEVADA** Non-CATS Messages where Customer is the Transporting LEC.
- 2.2 This Appendix includes the following Exhibits which are incorporated herein by this reference:
- 2.2.1 Exhibit A - Rate Schedule
- 2.2.2 Exhibit B - Non-CMDS Outcollect Report
- 2.3 Except as expressly provided otherwise, the definitions set forth in Section 1 above shall govern all parts of this Appendix.

3. DESCRIPTION OF SERVICES

- 3.1 **SBC NEVADA** shall forward Customer Non-CATS Messages to Customer. **SBC NEVADA** shall forward Rejected Messages and Unbillable Messages as defined in Section 4.4 below, to Customer. All message detail shall be EMI industry standard format agreed upon by the Parties and shall be exchanged at agreed upon intervals.
- 3.1.1 Customer shall obtain a dedicated RAO code. The RAO code will be used to exchange messages between Customer and **SBC NEVADA**. Customer shall inform **SBC NEVADA** whether Customer is designating itself or an agent for receipt of Customer’s messages by completing **SBC NEVADA**’s “Technical Requirements” packet. Thereafter, Customer may change its designation only by completing a new **SBC NEVADA** “Technical Requirement” packet. Customer may not designate more than one entity to receive its Messages under this Appendix. If Customer has executed a Meet Point Billing (“MPB”) agreement with **SBC NEVADA** and has informed **SBC NEVADA** of Customer’s designation under this Appendix, Customer may not make a different designation under the Appendix, and the designation under the MPB agreement will apply to the Messages governed hereunder. Customer expressly understands that all of its Messages – both under this Appendix and its MPB agreement – must be directed to a single entity.
- 3.2 Customer shall forward **SBC NEVADA** Non-CATS Messages to **SBC NEVADA**. Customer shall forward Unbillable Messages as defined in Section 4.2 below, to **SBC NEVADA**. All message detail shall be EMI industry standard format and shall be exchanged at agreed upon intervals.
- 3.3 **SBC NEVADA** and Customer shall exercise good faith efforts to bill and collect all amounts due from its Subscribers for messages distributed under this Appendix. **SBC NEVADA** and Customer warrant that the

billing and collection for messages distributed under this Appendix shall be at a performance level no less than the party uses for the billing of its own local exchange services, which in no event shall be inconsistent with generally accepted industry standards of operation for the provision of billing and collection services. SBC NEVADA and Customer further agree that the billing and collection process for messages distributed under this Appendix shall comply with all relevant legal, regulatory and legislative authorities.

- 3.4 The exchange of detail messages between SBC Nevada and Customer shall be based on any mutually acceptable medium...

4. SETTLEMENT ARRANGEMENT

- 4.1 For Customer Non-CATS Messages billed to Customer Subscribers that SBC NEVADA forwards to Customer, SBC NEVADA shall calculate the amount due based on the following formula:

Rated Value of Customer Non-CATS Messages

- Rejected/Unbillable Messages
- Customer Billing Charge

= Amount Due SBC NEVADA

- 4.2 As used in Subsection 4.1 above the following terms are defined as set forth below:

4.2.1 Rated Value of Customer Non-CATS Messages means the total computed charges for Customer Non-CATS based on the Transporting LEC's schedule of rates.

4.2.2 Rejected Messages means the rated value of Customer Non-CATS Messages that failed to pass the edits within the CMDS system and were returned to SBC NEVADA.

4.2.3 Unbillable Messages means the rated value of Customer Non-CATS Messages that were not billable to a Customer Subscriber because of missing information in the billing record or other billing error, not the result of an error by Customer or Customer's CMDS Host, that are returned in a timely fashion to SBC NEVADA.

4.2.4 Customer Billing Charge means the Customer per message billing rate, as set forth in Exhibit A, times the number of Customer Non-CATS Messages forwarded by SBC NEVADA.

- 4.3 For SBC NEVADA Non-CATS messages billed to SBC NEVADA Subscribers that Customer forwards to SBC NEVADA, Customer shall calculate the amount due based on the following formula:

Rated Value of SBC NEVADA Non-CATS Messages

- Unbillable Messages
- SBC NEVADA Billing Charge

= Amount Due Customer

- 4.4 As used in Subsection 4.3 above the following terms are defined as set forth below:

4.4.1 Rated Value of SBC NEVADA Non-CATS Messages means the total computed charges for SBC NEVADA Non-CATS Messages based on Customer's schedule of rates.

4.4.2 Unbillable Messages means the rated value of SBC NEVADA Non-CATS Messages that were not billable to a SBC NEVADA Subscriber because of missing information in the billing record or other billing error, not the result of an error by SBC NEVADA, that are returned by SBC NEVADA in a timely fashion to Customer.

4.4.3 SBC NEVADA Billing Charge means the SBC NEVADA per message billing rate, as set forth in Exhibit A, times the number of SBC NEVADA Non-CATS Messages received by SBC NEVADA.

- 4.5 Within 15 business days following the end of each calendar month, SBC NEVADA shall provide Customer with a Non-CMDS Outcollect in the form of Exhibit B. The report shall include the following information:

- Customer Non-CATS Messages (by number and associated rated value) forwarded by SBC NEVADA;

- Customer Non-CATS Messages (by number and associated rated value) returned to SBC NEVADA as Rejected and Unbillable Messages;
 - Amount Due SBC NEVADA, as set forth in Subsection 4.1 above.
- 4.6 Customer shall have 30 days from receipt of the Non-CMDS Outcollect Report to pay the Amount Due penalty free. Payments shall be made by check unless otherwise agreed by the Parties.
- 4.6.1 If the due date falls on a Saturday, Sunday or bank holiday, the due date shall be the first non-holiday day following such Saturday, Sunday or bank holiday.
- 4.6.2 Any payment received after the due date shall be subject to a Late Payment Charge. The Late Payment Charge shall be the portion of the Amount Due SBC NEVADA received after the payment date-times a late factor. The late factor shall be a 0.05% daily charge, not compounded, or as otherwise mandated by regulatory or governmental authorities. Any Late Payment Charge shall be included in the next applicable payment.
- 4.6.3 Should Customer dispute any portion of the amount due, Customer shall notify SBC NEVADA in writing of the nature and basis of the dispute as soon as possible and prior to the due date. The Parties shall use their best efforts to resolve the dispute prior to the due date.

EXHIBIT A

RATE SCHEDULE

Customer Billing Charge	\$.05 per message
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<u>SBC NEVADA</u> Billing Charge	\$.05 per message
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EXHIBIT B

Billed By Company (e.g. XYZ)

NON-CMDS OUTCOLLECTS

(LC46 Report)

OCN:-----

Effective 3/1

	INTERSTATE		INTRASTATE	
	INTRA		INTER	
	# Msgs.	\$'s	# Msgs.	\$'s
Revenue Exch. Rclds				
- Collectibles	10	50.00	0	0
- Billing and		(\$.50)		
Collection (.05 per message)				
Recording Services	15		11	
Sub-Total	26	\$52.00	11	0
Msg. Processing charge @		\$.26		\$.11
.014 per msg.				\$ 10.32
Total		\$52.26		\$ 9.79
	#	MOU	#	MOU
	Messages		Messages	
Access/Interconnection				
- CABS – MOU	50	100	0	0
- CABS Cancel	2		0	0
End User Billing				
- 800 Service	1		0	0
- Errored Returns	50			
- Other Services	0	0	0	0

NOTES:

- Assumption is that all settlements will be handled as Net-Settlements
- One report will be created for each tape transmitted and a copy will be sent with each tape.
- A monthly summary will be created. Work effort 8852

APPENDIX PERFORMANCE MEASUREMENTS

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1. INTRODUCTION3

2. EXCLUSIVE REMEDY3

APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.
- 1.3 The Public Utilities Commission of Nevada (the "PUCN"), pursuant to NRS 704.281 and NAC 704.6803 et seq., has adopted a Performance Measurement Plan and Performance Incentives Plan ("PMP/PIP") for **SBC NEVADA**. Under the PMP/PIP, **SBC NEVADA** is obligated to make payments ("Incentive Payments") to CLECs in the event **SBC NEVADA** does not satisfy its performance measurement standards set forth in the PMP/PIP. The Commission has determined that the amount of each Incentive Payment is reasonable and sufficient to encourage competition or discourage discriminatory conduct. Incentive Payments are self-executing. That is, CLEC need not engage in either protracted or contentious litigation in order to enforce its ability to obtain inputs from **SBC NEVADA** in a manner that affords CLEC a meaningful opportunity to compete.
- 1.4 As used herein, "**Service Bureau Provider**" means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.
- 1.5 The performance measurement contained in the PMP/PIP, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular service performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC NEVADA** is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.6 Except as otherwise provided herein, the PMP/PIP, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the Parties. In the event that the PUCN orders **SBC NEVADA** to make liquidated damage/remedies payments to CLEC for failure to meet any service performance measurement in a proceeding binding on both Parties, the Parties agree to incorporate Commission-ordered liquidated damage/remedies payments into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the Parties). The Parties expressly reserve all of their rights to challenge any liquidated damage/remedies payment, including but not limited to the right to oppose any such order and associated contract provision because liquidated damage/remedies provisions must be voluntarily agreed to and **SBC NEVADA** does not at this time so agree.
- 1.7 In addition to the exclusions described in the PMP/PIP, **SBC NEVADA** shall not be obligated to pay liquidated damages/remedies or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SBC-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. EXCLUSIVE REMEDY

- 2.1 Incentive Payments shall be the sole and exclusive remedy of CLEC for SBC NEVADA failure to meet the performance obligations set forth in the PMP/PIP; provided, however, that this provision shall not be construed to prevent CLEC from seeking relief under federal or state antitrust laws, applicable consumer protection statutes, or Section 271(d)(6) of the Telecommunications Act of 1996 (the "Act").

APPENDIX-PRICING (OHIO)

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APPENDIX PRICING (OHIO)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC OHIO** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC OHIO** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement

Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC OHIO will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC OHIO and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:

Total Access Lines:

B

See: Tariff 20, Part 4, Section 1, Sheets 1-47

C

See: Tariff 20, Part 4, Section 1, Sheets 1-47

D

See: Tariff 20, Part 4, Section 1, Sheets 1-47

- 1.9 SBC OHIO's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC OHIO may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set

forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and SBC OHIO provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in SBC OHIO's applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at SBC OHIO's current generic contract rate for the Product or Service set forth in SBC OHIO's applicable state-specific generic pricing schedule as published on SBC OHIO's CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and SBC OHIO may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 SBC OHIO's provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of SBC OHIO's right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by SBC OHIO for that Product or Service and incorporated into SBC OHIO's current state-specific generic pricing schedule as published on SBC OHIO's CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and SBC OHIO provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. SBC OHIO shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, SBC OHIO shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 SBC OHIO's provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of SBC OHIO's right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum

- term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.
- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC OHIO will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC OHIO will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC OHIO network, without any changes to SBC OHIO's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to SBC OHIO to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

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

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
2	<u>NETWORK ELEMENTS</u>			
3	<u>Loops</u>			
4	2-Wire Analog - Metro (Access Area B)	U2HXB	\$ 9.46	See NRC prices below
5	2-Wire Analog - Suburban (Access Area C)	U2HXC	\$ 12.52	See NRC prices below
6	2-Wire Analog - Rural (Access Area D)	U2HXD	\$ 13.65	See NRC prices below
7	2-Wire Ground Start, Analog - Metro (Access Area B)	U2JXB	\$ 8.61	See NRC prices below
8	2-Wire Ground Start, Analog - Suburban (Access Area C)	U2JXC	\$ 13.50	See NRC prices below
9	2-Wire Ground Start, Analog - Rural (Access Area D)	U2JXD	\$ 14.72	See NRC prices below
10	2-Wire Ground Start, DID Business - Metro (Access Area B)	U2WXB	\$ 8.61	See NRC prices below
11	2-Wire Ground Start, DID Business - Suburban (Access Area C)	U2WXC	\$ 13.50	See NRC prices below
12	2-Wire Ground Start, DID Business - Rural (Access Area D)	U2WXD	\$ 14.72	See NRC prices below
13	2-Wire COPTS Coin - Metro (Access Area B)	U2CXB	\$ 8.67	See NRC prices below
14	2-Wire COPTS Coin - Suburban (Access Area C)	U2CXC	\$ 13.76	See NRC prices below
15	2-Wire COPTS Coin - Rural (Access Area D)	U2CXD	\$ 14.99	See NRC prices below
16	2-Wire EKL - Metro (Access Area B)	U2KXB	\$ 9.46	See NRC prices below
17	2-Wire EKL - Suburban (Access Area C)	U2KXC	\$ 17.15	See NRC prices below
18	2-Wire EKL - Rural (Access Area D)	U2KXD	\$ 18.50	See NRC prices below
19	Conditioning for dB Loss			See NRC prices below
20	4-Wire Analog - Metro (Access Area B)	U4HXB	\$ 17.75	See NRC prices below
21	4-Wire Analog - Suburban (Access Area C)	U4HXC	\$ 29.31	See NRC prices below
22	4-Wire Analog - Rural (Access Area D)	U4HXD	\$ 31.81	See NRC prices below
23	2-Wire Digital - Metro (Access Area B)	U2QXB	\$ 10.49	See NRC prices below
24	2-Wire Digital - Suburban (Access Area C)	U2QXC	\$ 17.10	See NRC prices below
25	2-Wire Digital - Rural (Access Area D)	U2QXD	\$ 18.96	See NRC prices below
26	DS1 - Metro (Access Area B)	4U1XB	\$ 31.77	
27	DS1 - Suburban (Access Area C)	4U1XC	\$ 46.79	
28	DS1 - Rural (Access Area D)	4U1XD	\$ 50.38	
29	DS3 - Metro (Access Area A)	U4D3A	\$ 335.08	
30	DS3- Suburban (Access Area B)	U4D3B	\$ 409.73	
31	DS3 - Rural (Access Area C)	U4D3C	\$ 523.90	
32				
33	<u>DSL Capable Loops</u>			
34	<u>2-Wire xDSL Loop</u>			
35	PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	2SLA1	\$ 9.46	See NRC prices below
36	PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	2SLA2	\$ 12.52	See NRC prices below
37	PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	2SLA3	\$ 13.65	See NRC prices below
38				
39	PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	2SLC1	\$ 9.46	See NRC prices below
40	PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	2SLC2	\$ 12.52	See NRC prices below
41	PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	2SLC3	\$ 13.65	See NRC prices below
42				
43	PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	2SLB1	\$ 9.46	See NRC prices below
44	PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	2SLB2	\$ 12.52	See NRC prices below
45	PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	2SLB3	\$ 13.65	See NRC prices below
46				
47	PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	2SLD1	\$ 9.46	See NRC prices below
48	PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	2SLD2	\$ 12.52	See NRC prices below
49	PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	2SLD3	\$ 13.65	See NRC prices below
50				
51	PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	UWRA1	\$ 9.46	See NRC prices below
52	PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	UWRA2	\$ 12.52	See NRC prices below
53	PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	UWRA3	\$ 13.65	See NRC prices below
54				
55	PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	2SLF1	\$ 9.46	See NRC prices below
56	PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	2SLF2	\$ 12.52	See NRC prices below
57	PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	2SLF3	\$ 13.65	See NRC prices below
58	<u>4-Wire xDSL Loop</u>			
59	PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	4SL11	\$ 17.75	See NRC prices below
60	PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	4SL12	\$ 29.31	See NRC prices below
61	PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	4SL13	\$ 31.81	See NRC prices below
62	<u>IDSL Capable Loop</u>			
63	IDSL Loop Access Area B - Metro	UY5FB	\$ 6.38	See NRC prices below
64	IDSL Loop Access Area C - Suburban	UY5FC	\$ 9.34	See NRC prices below
65	IDSL Loop Access Area D - Rural	UY5FD	\$ 10.79	See NRC prices below
66				
67	<u>Loop Non-Recurring Charges</u>			
68	Service Ordering - Per Order	SEPUP	N/A	\$ 16.02 N/A
69	Service Ordering - Add/Change Per Order	REAH9	NA	\$ 16.02 N/A
70	Line Connection - Per Loop	SEPUC	N/A	\$ 30.61 N/A
71	Line Connection - Add/Change Per Loop	REAH5	NA	\$ 30.61 N/A
72	<u>Loop Non-Recurring Charges (DS3 Loops)</u>			
73	## DS3 - Administrative	NR9OY	N/A	\$ 205.57 N/A
74	## DS3 - Design & Central Office	NR9O1	N/A	\$ 643.36 N/A
75	## DS3 - Customer Connection	NR9O3	N/A	\$ 219.32 N/A
76				
77	Service Coordination fee per account, per CO.		\$ 0.48	
78				
79	LST			

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
80	##	Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	N/A		\$ 172.76	
81		Line & Station Transfer(LST) performed on Sub Loop	URCLB	N/A		\$ 153.03	
82							
83		<u>Loop Qualification Process</u>					
84	**	Loop Qualification Process - Mechanized	NR98U	N/A		\$ 0.10	N/A
85	**	Loop Qualification Process - Manual	NRBXU	N/A		\$ 22.50	N/A
86							
87	** Interim loop qualification rates ordered by the PUCO in Docket Nos. 96-922-TP-UNC and 00-1368-TP-ATA, on March 13, 2003 and shall be subject to						
88	retroactive true-up upon the establishment of final rate(s) by the PUCO back to the later of: (1) March 13, 2003; (2) the effective date of this Agreement; or						
89	(3) the effective date of the Amendment incorporating this Pricing Schedule into the Agreement.						
90							
91		<u>xDSL Conditioning Options</u>					
92							
93	***	DSL Generic Conditioning all PSD's > 0KFT and < 17.5 KFT	NRMN6	N/A		\$ 10.28	N/A
94	***	DSL Generic Conditioning all PSD's > 17.5 KFT	NRMN7	N/A		\$ 66.10	N/A
95							
96	***	<u>DSL Conditioning Options - >12KFT and < 17.5KFT</u>					
97	***	Removal of Repeater Options	NRBXV	N/A		\$0.00	N/A
98	***	Removal Bridged Tap Option	NRBXW	N/A		\$0.00	N/A
99	***	Removal of Load Coil	NRBXZ	N/A		\$0.00	N/A
100	***	<u>DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT</u>					
101	***	Removal of Repeater Options	NRBNL	N/A		\$0.00	N/A
102	***	Removal Bridged Tap Option	NRBNK	N/A		\$0.00	N/A
103	***	Removal of Load Coil	NRBNJ	N/A		\$0.00	N/A
104	***						
105							
106	*** On March 13, 2003, the PUCO established the following interim, non-recurring loop conditioning rates which shall apply to each CLEC in OH who ordered/orders						
107	an xDSL capable loop, the HFPL and/or the HFPCL, subject to retroactive true-up upon the PUCO's establishment of final rates: For loops 17,500 feet in actual						
108	loop length or less: \$10.28; and for loops greater than 17,500 feet in actual loop length: \$66.10 ("Interim PUCO Rates"). However, due to necessary programming						
109	changes, these Interim PUCO Rates will not be implemented in OH until in or around December 2003. When implemented, the Parties acknowledge and agree that						
110	the Interim PUCO Rates shall automatically apply to this Agreement and shall replace the loop conditioning rates set forth hereinabove effective back to						
111	March 13, 2003 ("Rate Effective Date"); and shall apply on a prospective basis until the						
112	establishment of final rate(s) by the PUCO. Upon the PUCO's establishment of final loop rate(s), the Interim PUCO Rates shall be subject to retroactive true-up						
113	with the PUCO final loop conditioning rate(s) back to the Rate Effective Date.						
114							
115	<u>Remove All or Non-Excessive Bridged Tap (RABT) - MMP</u>						
116		Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None		\$ 245.00	
117		Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None		\$ 634.27	
118		Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None		\$ 245.00	
119		Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None		\$ 245.00	
120							
121							
122		<u>SUB-LOOPS</u>					
123	##	ECS to SAI sub-loop					
124	##	2 Wire Analog - area B	PENDING	\$ 1.77		See NRC prices below	
125	##	2 Wire Analog - Area C	PENDING	\$ 1.72		See NRC prices below	
126	##	2 Wire Analog - area D	PENDING	\$ 1.68		See NRC prices below	
127	##	4 Wire Analog - area B	PENDING	\$ 3.55		See NRC prices below	
128	##	4 Wire Analog - area C	PENDING	\$ 3.45		See NRC prices below	
129	##	4 Wire Analog - area D	PENDING	\$ 3.37		See NRC prices below	
130	##	2 Wire DSL - area B	PENDING	\$ 1.77		See NRC prices below	
131	##	2 Wire DSL - area C	PENDING	\$ 1.70		See NRC prices below	
132	##	2 Wire DSL - area D	PENDING	\$ 1.66		See NRC prices below	
133	##	4 Wire DSL - area B	PENDING	\$ 3.54		See NRC prices below	
134	##	4 Wire DSL - area C	PENDING	\$ 3.40		See NRC prices below	
135	##	4 Wire DSL - area D	PENDING	\$ 3.33		See NRC prices below	
136	##	ECS to Terminal sub-loop					
137	##	2 Wire Analog - area B	PENDING	\$ 3.39		See NRC prices below	
138	##	2 Wire Analog - Area C	PENDING	\$ 4.54		See NRC prices below	
139	##	2 Wire Analog - area D	PENDING	\$ 5.83		See NRC prices below	
140	##	4 Wire Analog - area B	PENDING	\$ 6.78		See NRC prices below	
141	##	4 Wire Analog - area C	PENDING	\$ 9.09		See NRC prices below	
142	##	4 Wire Analog - area D	PENDING	\$ 11.66		See NRC prices below	
143	##	2 Wire DSL - area B	PENDING	\$ 3.39		See NRC prices below	
144	##	2 Wire DSL - area C	PENDING	\$ 4.52		See NRC prices below	
145	##	2 Wire DSL - area D	PENDING	\$ 5.81		See NRC prices below	
146	##	4 Wire DSL - area B	PENDING	\$ 6.77		See NRC prices below	
147	##	4 Wire DSL - area C	PENDING	\$ 9.04		See NRC prices below	
148	##	4 Wire DSL - area D	PENDING	\$ 11.62		See NRC prices below	
149	##	ECS to NID sub-loop					
150	##	2 Wire Analog - area B	PENDING	\$ 6.03		See NRC prices below	
151	##	2 Wire Analog - Area C	PENDING	\$ 7.29		See NRC prices below	
152	##	2 Wire Analog - area D	PENDING	\$ 8.60		See NRC prices below	
153	##	4 Wire Analog - area B	PENDING	\$ 9.41		See NRC prices below	
154	##	4 Wire Analog - area C	PENDING	\$ 12.44		See NRC prices below	
155	##	4 Wire Analog - area D	PENDING	\$ 15.12		See NRC prices below	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
156	##	2 Wire DSL - area B	PENDING	\$	6.03	See NRC prices below	
157	##	2 Wire DSL - area C	PENDING	\$	7.27	See NRC prices below	
158	##	2 Wire DSL - area D	PENDING	\$	8.58	See NRC prices below	
159	##	4 Wire DSL - area B	PENDING	\$	9.41	See NRC prices below	
160	##	4 Wire DSL - area C	PENDING	\$	12.40	See NRC prices below	
161	##	4 Wire DSL - area D	PENDING	\$	15.08	See NRC prices below	
162	##	SAI to Terminal sub-loop					
163	##	2 Wire Analog - area B	PENDING	\$	2.08	See NRC prices below	
164	##	2 Wire Analog - Area C	PENDING	\$	3.30	See NRC prices below	
165	##	2 Wire Analog - area D	PENDING	\$	4.63	See NRC prices below	
166	##	4 Wire Analog - area B	PENDING	\$	4.16	See NRC prices below	
167	##	4 Wire Analog - area C	PENDING	\$	6.59	See NRC prices below	
168	##	4 Wire Analog - area D	PENDING	\$	9.27	See NRC prices below	
169	##	2 Wire DSL - area B	PENDING	\$	2.07	See NRC prices below	
170	##	2 Wire DSL - area C	PENDING	\$	3.27	See NRC prices below	
171	##	2 Wire DSL - area D	PENDING	\$	4.61	See NRC prices below	
172	##	4 Wire DSL - area B	PENDING	\$	4.15	See NRC prices below	
173	##	4 Wire DSL - area C	PENDING	\$	6.55	See NRC prices below	
174	##	4 Wire DSL - area D	PENDING	\$	9.23	See NRC prices below	
175	##	SAI to NID sub-loop					
176	##	2 Wire Analog - area B	PENDING	\$	4.72	See NRC prices below	
177	##	2 Wire Analog - Area C	PENDING	\$	6.05	See NRC prices below	
178	##	2 Wire Analog - area D	PENDING	\$	7.41	See NRC prices below	
179	##	4 Wire Analog - area B	PENDING	\$	6.79	See NRC prices below	
180	##	4 Wire Analog - area C	PENDING	\$	9.95	See NRC prices below	
181	##	4 Wire Analog - area D	PENDING	\$	12.73	See NRC prices below	
182	##	2 Wire DSL - area B	PENDING	\$	4.71	See NRC prices below	
183	##	2 Wire DSL - area C	PENDING	\$	6.03	See NRC prices below	
184	##	2 Wire DSL - area D	PENDING	\$	7.39	See NRC prices below	
185	##	4 Wire DSL - area B	PENDING	\$	6.78	See NRC prices below	
186	##	4 Wire DSL - area C	PENDING	\$	9.91	See NRC prices below	
187	##	4 Wire DSL - area D	PENDING	\$	12.69	See NRC prices below	
188	##	Terminal to NID sub-loop					
189	##	2 Wire Analog - area B	PENDING	\$	2.86	See NRC prices below	
190	##	2 Wire Analog - Area C	PENDING	\$	2.97	See NRC prices below	
191	##	2 Wire Analog - area D	PENDING	\$	3.00	See NRC prices below	
192	##	4 Wire Analog - area B	PENDING	\$	2.78	See NRC prices below	
193	##	4 Wire Analog - area C	PENDING	\$	3.62	See NRC prices below	
194	##	4 Wire Analog - area D	PENDING	\$	3.75	See NRC prices below	
195	##	2 Wire DSL - area B	PENDING	\$	2.86	See NRC prices below	
196	##	2 Wire DSL - area C	PENDING	\$	2.97	See NRC prices below	
197	##	2 Wire DSL - area D	PENDING	\$	3.00	See NRC prices below	
198	##	4 Wire DSL - area B	PENDING	\$	2.78	See NRC prices below	
199	##	4 Wire DSL - area C	PENDING	\$	3.62	See NRC prices below	
200	##	4 Wire DSL - area D	PENDING	\$	3.75	See NRC prices below	
201	##	NID sub-loop element					
202	##	2 Wire Analog - area B	PENDING	\$	0.18	See NRC prices below	
203	##	2 Wire Analog - Area C	PENDING	\$	0.18	See NRC prices below	
204	##	2 Wire Analog - area D	PENDING	\$	0.18	See NRC prices below	
205	##	4 Wire Analog - area B	PENDING	\$	0.35	See NRC prices below	
206	##	4 Wire Analog - area C	PENDING	\$	0.33	See NRC prices below	
207	##	4 Wire Analog - area D	PENDING	\$	0.33	See NRC prices below	
208	##	2 Wire DSL - area B	PENDING	\$	0.18	See NRC prices below	
209	##	2 Wire DSL - area C	PENDING	\$	0.18	See NRC prices below	
210	##	2 Wire DSL - area D	PENDING	\$	0.18	See NRC prices below	
211	##	4 Wire DSL - area B	PENDING	\$	0.35	See NRC prices below	
212	##	4 Wire DSL - area C	PENDING	\$	0.33	See NRC prices below	
213	##	4 Wire DSL - area D	PENDING	\$	0.33	See NRC prices below	
214	##	2 Wire ISDN Compatible - area B	PENDING	\$	0.18	See NRC prices below	
215	##	2 Wire ISDN Compatible - area C	PENDING	\$	0.18	See NRC prices below	
216	##	2 Wire ISDN Compatible - area D	PENDING	\$	0.18	See NRC prices below	
217	##	4 Wire DS1 Compatible - area B	PENDING	TBD		See NRC prices below	
218	##	4 Wire DS1 Compatible - area C	PENDING	TBD		See NRC prices below	
219	##	4 Wire DS1 Compatible - area D	PENDING	TBD		See NRC prices below	
220	##	Sub-Loop Non-Recurring Charges					
221	##	2-Wire Analog Sub-Loop	PENDING			\$	217.57
222	##	4-Wire Analog Sub-Loop	PENDING			\$	218.54
223	##	2-Wire xDSL Digital Sub-Loop	PENDING			\$	250.83
224	##	4-Wire xDSL Digital Sub-Loop	PENDING			\$	255.11
225	##	2-Wire ISDN Digital Sub-Loop	PENDING			\$	278.37
226	##	4-Wire DS1 Digital Sub-Loop	PENDING			\$	470.27
227	##	Sub-Loop Service Order Charge					
228	##	Establish, per occasion	PENDING			\$	16.23
229	##	Sub-Loop Line Connection Charge					
230	##	per occasion	PENDING			\$	31.00
231	##						
232	##	Cross Connects					

TBD - To be determined
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Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
233		2-Wire	CXCT2	\$	0.15	NA	
234		4-Wire	CXCT4	\$	0.29	NA	
235		DS1/LT1	CXCDX	\$	0.40	NA	
236		DS3/LT3	CXC8X	\$	0.70	NA	
237	##	DS3 C.O. Cross-Connect to Collocation	CXCBX	\$	30.54	N/A	
238							
239		Dedicated Transport					
240		Interoffice Transport:					
241		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$	14.79	NA	
242		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$	1.64	NA	
243		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$	127.75	NA	
244		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$	21.61	NA	
245		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$	127.75	NA	
246		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$	21.61	NA	
247							
248		Multiplexing					
249		DS1 to Voice Grade	QMVX1-X3	\$	279.80	NA	
250		DS3 to DS1	QM3X1-X3	\$	372.85	NA	
251							
252		Dedicated Transport Cross Connects					
253		DS1	CXCDX	\$	0.40	NA	
254		DS3	CXCEX	\$	0.70	NA	
255							
256		Dedicated Transport Optional Features & Functions					
257		DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3			\$	402.28
258							
259		Dedicated Transport Installation & Rearrangement Charges					
260		DS1 Administration Charge - Per Order	ORCMX	NA		\$	394.30
261		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		\$	624.17
262		Carrier Connection Charge - Per Order	NRBBL	NA		\$	512.19
263		DS3 Administration Charge - Per Order	ORCMX	NA		\$	299.28
264		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA		\$	663.29
265		Carrier Connection Charge - Per Order	NRBBL	NA		\$	351.77
266							
267		Dark Fiber					
268	##	Dark Fiber Interoffice					
269	##	Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX		\$75.79	NA	
270	##	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF		\$0.00159	NA	
271	##	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX		\$3.20	NA	
272	##	Inquiry (Per Request)					
273	##	Dark Fiber Interoffice Transport - NRC	NR9D6	NA		\$290.65	
274	##	FIRM ORDER (Per Fiber Strand)					
275	##	Administrative per Order					
276	##	Connect	NRB51	NA		\$11.53	
277	##	Disconnect	NR9H2	NA		\$10.21	
278	##	Connect	NRB52	NA		\$343.23	
279	##	Disconnect	NR9H3	NA		\$90.67	
280	##	Dark Fiber Interoffice Transport - NRC					
281	##	Connect	NRB54	NA		\$414.95	
282	##	Disconnect	NR9H5	NA		\$160.42	
283							
284							
285		Routine Modifications					
286		Routine Modifications of Existing Facilities Charge	N3RUE	NA		ICB	
287							
288							
289		LNP					
290		****Local Number Portability	NSR	\$0.00		N/A	
291		****Pursuant to FCC Tariff #2, Section 4 effective from June 1, 2004 and shall cease billing					
292		effective October 1, 2004.					
293		Maintenance of Service Charge	VRP	NA		\$	71.00
294							
295							
296		OTHER					
297	##	Directory Assistance					
298		Facility-based DA					
299		Directory Assistance, per call	OPEN	\$	0.30	NA	NA
300		Directory Assistance/National Directory Assistance/Reverse DA/Business Category Search) , per call	OPEN	\$	0.35	NA	NA
301		Business Category Search (BCS), per call	OPEN	\$	1.10	NA	NA
302		Directory Assistance Call Completion (DACC)	OPEN	\$	0.15	NA	NA
303							
304	##	Branding - Other - Initial/Subsequent Load	OPEN			\$	1,800.00
305	##	- per call	OPEN	\$	0.025		
306	##	Branding - Facility Based - Initial/Subsequent Load					
307	##	- Branding, per trunk group	OPEN	NA		\$	800.00
308	##	Rate Reference - Initial Load	OPEN	NA		\$	2,200.00
309	##	Rate Reference - Subsequent Load	OPEN	NA		\$	1,000.00

TBD - To be determined
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NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
310	##	DA Listing Liscense			
311	##	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)			
312	##	- per listing for initial load	OPEN	NA	\$ 0.040
313	##	- per listing for subsequent updates	OPEN	NA	\$ 0.060
314	##	Option #2 Full File (all states inclusive) Billable Release			
315	##	- per listing for initial load	OPEN	NA	\$ 0.020
316	##	- per listing for subsequent updates	OPEN	NA	\$ 0.030
317	##	- per usage/query	OPEN	NA	\$ 0.020
318	##	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)			
319	##	- per listing for initial load	OPEN	NA	\$ 0.050
320	##	- per listing for subsequent updates	OPEN	NA	\$ 0.060
321	##	Option #4 Pick & Choose (by state) Billable Release			
322	##	- per listing for initial load	OPEN	NA	\$ 0.020
323	##	- per listing for subsequent updates	OPEN	NA	\$ 0.030
324	##	- per usage/query	OPEN	NA	\$ 0.020
325					
326	##	Operator Services			
327	##	Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA
328	##	Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA
329	##	Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00
330	##	- per call	OPEN	\$ 0.025	
331	##	Branding - Facility Based - Initial/Subsequent Load			
332	##	- per trunk group	OPEN	NA	\$ 800.00 NA
333	##	Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00 NA
334	##	Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00 NA
335					
336		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	NA
337					
338		Structure Access - Poles & Ducts		Annually	
339		Pole Attachments, per Pole attachment*	OPEN	\$ 2.52	
340		Conduit, per Foot of innerduct	OPEN	\$ 0.74	
341		Innerduct, per ft	OPEN	\$ 0.37	
342		Application fee	OPEN		\$ 200.00
343		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each			
344		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
345					
346		Emergency Number Service Access			
347		911 Selective Router Interconnection			
348		-Digital DS1 Interface	USAGE	\$ 336.44	\$ 759.98
349		-Each DSO installed	USAGE	N/A	\$ 364.69
350		-Analog Channel Interface	EV69X	\$ 28.72	\$ 436.62
351		ANI/ALI/SR and Database Management			
352		- Per 100 records, rounded up to nearest 100	9S89X	\$ 5.32	\$ 709.49
353		- Access Routing File (CD-ROM)	USAGE	\$ 25.82	
354		911 Selective Router Switch Administration			
355		-Per Selective Router	USAGE	\$ 5.55	\$ 2,645.15
356					
357		INTERCARRIER COMPENSATION			
358		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$ 0.0007	
359					
360					
361	##	Rate elements not included in TELRIC order			
362		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA."			
363	/1/	Does not apply to pre-existing UNE-P Migrations. This Non-Recurring Charge is the only NRC charged for New UNE-P Residential POTS Combinations.			
364		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA application of rates is interim and subject to SBC			
365		Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration, appeal, further PUCO action, or other change of law.			
366		The Parties also acknowledge and agree that the interim rates set forth are subject to true-up or true-down pending PUCO established rates.			
367					
368	RESALE			RESALE DISCOUNTS	RESALE DISCOUNTS
369	BUSINESS			RECURRING	NON-RECURRING
370		LOCAL EXCHANGE SERVICE			
371		Business 1 Party	RESALE	20.29%	20.29%
372		Business - Measured	RESALE	20.29%	20.29%
373		Customer Operated Pay Telephone (COPT)	RESALE	20.29%	20.29%
374					
375		EXPANDED LOCAL CALLING			
376		Extended Area Service	RESALE	20.29%	20.29%
377					
378		VERTICAL SERVICES			
379		Anonymous Call Rejection	RESALE	20.29%	20.29%
380		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
381		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
382		Call Blocker	RESALE	20.29%	20.29%
383		Call Forwarding	RESALE	20.29%	20.29%
384		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
385		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
386		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
387		Automatic CallBack (Call Return)	RESALE	20.29%	20.29%
388		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
389		Call Trace	RESALE	20.29%	20.29%
390		Call Waiting	RESALE	20.29%	20.29%
391		Caller ID WithName (Calling Name)	RESALE	20.29%	20.29%
392		Caller ID (Calling Number)	RESALE	20.29%	20.29%
393		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	20.29%	20.29%
394		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	20.29%	20.29%
395		Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%
396		Selective Call Forwarding	RESALE	0.00%	0.00%
397		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	20.29%	20.29%
398		Remote Call Forwarding-Per Feature	RESALE	20.29%	20.29%
399		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
400		RCF, Intrastate	RESALE	20.29%	20.29%
401		RCF, Interstate, International	RESALE	20.29%	20.29%
402		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
403		RCF to 800	RESALE	20.29%	20.29%
404		RCF Additional	RESALE	20.29%	20.29%
405		Speed Calling 8	RESALE	20.29%	20.29%
406		Speed Calling 30	RESALE	20.29%	20.29%
407		Three Way Calling	RESALE	20.29%	20.29%
408		Call Screening	RESALE	20.29%	20.29%
409		Busy Line Transfer	RESALE	20.29%	20.29%
410		Alternate Answer	RESALE	20.29%	20.29%
411		Message Waiting - Tone	RESALE	20.29%	20.29%
412		Easy Call	RESALE	20.29%	20.29%
413		Prime Number Service	RESALE	20.29%	20.29%
414		SBC Ohio Privacy Manager	RESALE	20.29%	20.29%
415		Name and Number Delivery Service	RESALE	20.29%	20.29%
416					
417		DID			
418		DID	RESALE	20.29%	20.29%
419					
420		TRUNKS			
421		Trunk	RESALE	20.29%	20.29%
422					
423		AIN			
424		Area Wide Networking	RESALE	20.29%	20.29%
425		Emergency Referral Message Service (Disaster Routing Service)	RESALE	20.29%	20.29%
426		SBC Ohio Switch Alternate Routing (ANSAR)	RESALE	20.29%	20.29%
427		SBC Ohio Customer Location Alternate Routing (ACLAR)	RESALE	20.29%	20.29%
428					
429		OTHER			
430		Grandfathered Services	RESALE	0.00%	0.00%
431		Promotions (Greater than 90 days)	RESALE	20.29%	20.29%
432		TouchTone (Business)	RESALE	20.29%	20.29%
433		TouchTone (Trunk)	RESALE	20.29%	20.29%
434					
435		Data Services			
436		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	20.29%	20.29%
437		PBX Trunks	RESALE	20.29%	20.29%
438		Mult-Service Optical Network (MON)	RESALE	20.29%	20.29%
439		OCn-PTP	RESALE	20.29%	20.29%
440		ADTS-E	RESALE	20.29%	20.29%
441		DS0	RESALE	20.29%	20.29%
442		DS1	RESALE	20.29%	20.29%
443		DS3	RESALE	20.29%	20.29%
444					
445		ISDN			
446		ISDN	RESALE	20.29%	20.29%
447					
448		DIRECTORY ASSISTANCE SERVICES	RESALE	20.29%	20.29%
449		Local Operator Assistance Service	RESALE	20.29%	20.29%
450		Reverse Directory Assistance	RESALE	\$1.25	NA
451		Business Category Search (BCS), per call	RESALE	20.29%	20.29%
452		TOLL			
453		TOLL	RESALE	20.29%	20.29%
454					
455		OPTIONAL TOLL CALLING PLANS			
456		Optional Toll Calling Plans	RESALE	20.29%	20.29%
457					
458		CENTREX (PLEXAR)			
459		CENTREX ACS	RESALE	20.29%	20.29%
460		CENTREX ACS SBC Ohio CENTREX Network Manager	RESALE	0.00%	0.00%
461					
462		PRIVATE LINE			
463		Analog Private Lines	RESALE	20.29%	20.29%

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	USOC	Monthly - Recurring	Non-Recurring
464		Private Line Channel Services	RESALE	20.29%	20.29%
465					
466		RESIDENCE		RESALE DISCOUNTS	
467		LOCAL EXCHANGE SERVICE		RECURRING	NON- RECURRING
468		Life Line	RESALE	0.00%	0.00%
469		Residence 1 Party	RESALE	20.29%	20.29%
470		Residence Measured	RESALE	20.29%	20.29%
471					
472		EXPANDED LOCAL CALLING			
473		Extended Area Service	RESALE	20.29%	20.29%
474					
475		VERTICAL SERVICES			
476		Anonymous Call Rejection	RESALE	20.29%	20.29%
477		Repeat Dialing (Auto Redial)	RESALE	20.29%	20.29%
478		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	20.29%	20.29%
479		Call Blocker	RESALE	20.29%	20.29%
480		Call Forwarding	RESALE	20.29%	20.29%
481		Call Forwarding - Busy Line	RESALE	20.29%	20.29%
482		Call Forwarding - Busy Line/Don't Answer	RESALE	20.29%	20.29%
483		Call Forwarding - Don't Answer	RESALE	20.29%	20.29%
484		Automatic Call-Back (Call Return)	RESALE	20.29%	20.29%
485		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	20.29%	20.29%
486		Call Trace	RESALE	20.29%	20.29%
487		Call Waiting	RESALE	20.29%	20.29%
488		Caller ID with Name (Calling Name)	RESALE	20.29%	20.29%
489		Caller ID (Calling Number)	RESALE	20.29%	20.29%
490		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	RESALE	20.29%	20.29%
491		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	20.29%	20.29%
492		Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%
493		RCF, Interstate, Interexchange	RESALE	20.29%	20.29%
494		RCF, Intrastate	RESALE	20.29%	20.29%
495		RCF, Interstate, International	RESALE	20.29%	20.29%
496		RCF, Intrastate, Interexchange	RESALE	20.29%	20.29%
497		RCF to 800	RESALE	20.29%	20.29%
498		RCF Additional	RESALE	20.29%	20.29%
499		Selective Call Forwarding	RESALE	20.29%	20.29%
500		Speed Calling 8	RESALE	20.29%	20.29%
501		Three Way Calling	RESALE	20.29%	20.29%
502		Call Screening	RESALE	20.29%	20.29%
503		Busy Line Transfer	RESALE	20.29%	20.29%
504		Alternate Answer	RESALE	20.29%	20.29%
505		Message Waiting - Tone	RESALE	20.29%	20.29%
506		Easy Call	RESALE	20.29%	20.29%
507		SBC Ohio Privacy Manager	RESALE	20.29%	20.29%
508		Name and Number Delivery Service	RESALE	20.29%	20.29%
509					
510		ISDN			
511		ISDN	RESALE	20.29%	20.29%
512					
513		DIRECTORY ASSISTANCE SERVICES	RESALE	20.29%	20.29%
514		Local Operator Assistance Service	RESALE	20.29%	20.29%
515		Reverse Directory Assistance	RESALE	\$1.25	NA
516					
517		OTHER			
518					
519		Grandfathered Services	RESALE	0.00%	0.00%
520		Promotions (Greater than 90 Days)	RESALE	20.29%	20.29%
521		TouchTone	RESALE	20.29%	20.29%
522		Home Services Packages	RESALE	20.29%	20.29%
523					
524		TOLL			
525					
526		Custom and Dedicated 800 Service (Home 800)	RESALE	20.29%	20.29%
527		IntraLATA MTS	RESALE	20.29%	20.29%
528		900/976 Call Blocking (900/976 Call Restriction)	RESALE	20.29%	20.29%
529		976 (976 Information Delivery Service)	RESALE	20.29%	20.29%
530		Access Services (See Access Tariff)	RESALE	0%	0%
531		Additional Directory Listings	RESALE	20.29%	20.29%
532		Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	20.29%	20.29%
533		Connection Services	RESALE	20.29%	20.29%
534		Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%
535		Shared Tenant Service	RESALE	0%	0%
536		Toll Restriction	RESALE	20.29%	20.29%
537		Restoral of Service Charge	RESALE	0%	0%
538					

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO - Generic Rate Sheets	USOC	Monthly - Recurring		Non-Recurring	
539	Electronic Billing Information Data (daily usage)	RESALE	\$0.00			
540	per message					
541						
542	Local disconnect Report (LDR)					
543	Per WTN	RESALE	\$0.00			
544						
545	Line Connection Charge					
546	Complex (Residence)	RESALE			20.29%	
547	Complex (Business)	RESALE			20.29%	
548	Simple (Residence)	RESALE			20.29%	
549	Simple (Business)	RESALE			20.29%	
550						
551	Service Order/Service Request Charge					
552	Complex (Residence)	RESALE			20.29%	
553	Complex (Business)	RESALE			20.29%	
554	Simple (Residence)	RESALE			20.29%	
555	Simple (Business)	RESALE			20.29%	
556						
557	Non-Electronic (Manual) Service Order Charge					
558	Complex (Residence)	RESALE			\$9.02	
559	Complex (Business)	RESALE			\$9.02	
560	Simple (Residence)	RESALE			\$9.02	
561	Simple (Business)	RESALE			\$9.02	

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 This Appendix sets forth the measurements, if met by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC), that would be deemed sufficient to demonstrate the provision of non-discriminatory access to SBC OHIO's (as the case may be) Operations Support Systems (OSS) and each of the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC OHIO** - As used herein, SBC OHIO means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.4 As used herein, Service Bureau Provider means a company which has been engaged by a Competitive Local Exchange Carrier (CLEC) to act as its agent for purposes of accessing SBC-owned ILEC's OSS application-to-application interfaces.
- 1.5 As used herein, in Ohio, Merger Conditions shall mean those conditions related to the SBC/Ameritech merger ordered under the Public Utility Commission of Ohio Stipulation And Recommendation Case number 98-1082-TP-AMT.
- 1.6 As used herein, Collaborative Process shall mean the performance measurement collaborative process established pursuant to the Merger Conditions.
- 1.7 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect any party's rights and obligations. Neither the existence of any particular performance measure, nor the language describing that measure, shall constitute evidence that any CLEC is entitled to any particular manner of access, nor is it evidence that SBC OHIO is limited in the manner by which it may provide any particular manner of access. The parties agree that each and every of the CLEC's rights and obligations to such access are defined other than in this Appendix, such as, for example, relevant laws, FCC and state commission decisions/regulations, tariffs, and the interconnection agreement to which this Appendix is attached.
- 1.8 The measurement data herein shall be collected, reported and used to calculate Remedy Payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

2. RESULTS OF COLLABORATIVE PROCESS

- 2.1 The parties agree that the performance measurements, remedy plans and Business Rules as set forth in the Merger Conditions and developed under the Collaborative Process, shall be incorporated, when finalized, into this Agreement by reference. The parties agree to accept and abide by the Performance Measurement Remedy Plan and Schedule, and the state-specific Business Rules, as posted on SBC's Internet website.
- 2.2 The parties agree that performance measurements, remedies and Business Rules may be revised through the Collaborative Process, and the parties agree to incorporate such changes that are voluntarily agreed to by all parties to the Collaborative Process when finalized. In the event a party disputes the adoption of a proposed revision from the Collaborative Process, the party seeking such adoption may raise the issue with

the state Commission for resolution. Until a final state Commission order resolving the issue is effective, the parties agree to abide by the performance measures, remedy plans and Business Rules implemented by SBC in response to the Collaborative Process as then posted on SBC's Internet website. Each party reserves its rights, notwithstanding anything to the contrary, to seek appropriate legal and/or equitable review and relief from such state Commission order, and compliance with and implementation of any such order shall not represent a voluntary or negotiated agreement under Section 252 of the Act or otherwise, and does not in any way constitute a waiver by such party of its position with respect to such order, or of any rights and remedies it may have to seek review of such order or otherwise contest the applicability of the performance measures and remedy plan.

- 2.3 In addition to the exclusions described in the performance measures and remedy plans developed within the Collaborative Process, SBC OHIO shall not be obligated to pay Remedy Payments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Provider Bureau Provider acting as CLEC's agent for connection to SBC-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:**Date Prepared**

APPENDIX PRICING (OKLAHOMA)

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APPENDIX PRICING (OKLAHOMA)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC-owned ILEC doing business in Oklahoma.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC OKLAHOMA** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, SBC OKLAHOMA will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC OKLAHOMA will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC OKLAHOMA and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

<u>Rate Zone:</u>	<u>Description:</u>
Zone A	The geographic area within each of the <u>SBC OKLAHOMA</u> exchanges which are classified as Rate Group 1, 2, or 3 exchanges in <u>SBC OKLAHOMA</u> 's Local Exchange Tariff
Zone B	The geographic area within each of the <u>SBC OKLAHOMA</u> exchanges which are classified as Rate Group 4 or 5 exchanges in <u>SBC OKLAHOMA</u> 's Local Exchange Tariff
Zone C	The geographic area within each of the <u>SBC OKLAHOMA</u> exchanges which are classified as Rate Group 6 or 7 exchanges in <u>SBC OKLAHOMA</u> 's Local Exchange Tariff

- 1.9 **SBC OKLAHOMA**'s obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, **SBC OKLAHOMA** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC OKLAHOMA** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:
- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC OKLAHOMA**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC OKLAHOMA**'s current generic contract rate for the Product or Service set forth in **SBC OKLAHOMA**'s applicable state-specific generic pricing schedule as published on **SBC OKLAHOMA**'s CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC OKLAHOMA** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **SBC OKLAHOMA**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC OKLAHOMA**'s right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC OKLAHOMA** for that Product or Service and incorporated into **SBC OKLAHOMA**'s current state-specific generic pricing schedule as published on **SBC OKLAHOMA**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC OKLAHOMA** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC OKLAHOMA** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC OKLAHOMA** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 **SBC OKLAHOMA**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC OKLAHOMA**'s right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix Lawful UNEs of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC OKLAHOMA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC OKLAHOMA will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC OKLAHOMA network, without any changes to SBC OKLAHOMA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC OKLAHOMA to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

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

	A	B	C	D	E	F	G	H	I	J	K	L
1	Date of Last Update	Effective Date	Agreement Type	Appendix	Product Type Group	Product Type	Rate Element Description	USOCs	Current Monthly Recurring Rate	Current Non-Recurring Rate (Initial)	Current Non-Recurring Rate (Additional)	Source of Rate
2			INTERCONNECTION	UNE	0	Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 46.15	\$ 23.08	
3							2-Wire Analog Zone 1 (Rural)	U21	\$ 35.00	\$ 37.50	\$ 15.65	
4							2-Wire Analog Zone 2 (Suburban)	U21	\$ 18.00	\$ 37.50	\$ 15.65	
5							2-Wire Analog Zone 3 (Urban)	U21	\$ 13.00	\$ 37.50	\$ 15.65	
6							2-Wire Analog Zone 1 (Rural)	RB9	\$ 35.00	NA	NA	
7							2-Wire Analog Zone 2 (Suburban)	RB9	\$ 18.00	NA	NA	
8							2-Wire Analog Zone 3 (Urban)	RB9	\$ 13.00	NA	NA	
9							Conditioning for dB loss from 8db to 5db	UL2	\$ 7.80	\$ 33.97	\$ 12.65	
10							4-Wire Analog Zone 1(Rural)	U4H	\$ 72.36	\$ 37.50	\$ 15.65	
11							4-Wire Analog Zone 2 (Suburban)	U4H	\$ 40.52	\$ 37.50	\$ 15.65	
12							4-Wire Analog Zone 3 (Urban)	U4H	\$ 30.39	\$ 37.50	\$ 15.65	
13							2-Wire Digital Zone 1(Rural)	U2Q	\$ 72.86	\$ 93.24	\$ 48.88	
14							2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 47.60	\$ 93.24	\$ 48.88	
15							2-Wire Digital Zone 3 (Urban)	U2Q	\$ 41.14	\$ 93.24	\$ 48.88	
16							2-Wire Digital Zone 1(Rural)	RB8	\$ 72.86	NA	NA	
17							2-Wire Digital Zone 2 (Suburban)	RB8	\$ 47.60	NA	NA	
18							2-Wire Digital Zone 3 (Urban)	RB8	\$ 41.14	NA	NA	
19							DS1 Loop Zone 1(Rural)	U4D1X	\$ 166.57	\$ 220.25	\$ 86.81	
20							DS1 Loop Zone 2 (Suburban)	U4D1X	\$ 142.87	\$ 220.25	\$ 86.81	
21							DS1 Loop Zone 3 (Urban)	U4D1X	\$ 134.61	\$ 220.25	\$ 86.81	
22							DS1 Loop Zone 1(Rural)	RB6	\$ 166.57	NA	NA	
23							DS1 Loop Zone 2 (Suburban)	RB6	\$ 142.87	NA	NA	
24							DS1 Loop Zone 3 (Urban)	RB6	\$ 134.61	NA	NA	
25							DS3 Loop Zone 1 (Rural)	U4D3X	\$ 1,493.71	\$ 849.78	\$ 374.82	
26							DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,455.33	\$ 849.78	\$ 374.82	
27							DS3 Loop Zone 3 (Urban)	U4D3X	\$ 1,087.24	\$ 849.78	\$ 374.82	
28							2 Wire Analog -Non Recurring Charge Zone 1-3	NRFR1	NA	\$ 37.50	\$ 15.65	
29							2 Wire Digital -Non Recurring Charge Zone 1-3	NRFR3	NA	\$ 93.24	\$ 48.88	
30							4 Wire Digital -Non Recurring Charge Zone 1-3	NRFR4	NA	\$ 220.25	\$ 86.81	
31				DSL	0	DSL Capable Loops						
32					1	2-Wire xDSL Loop^^1	PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 35.00	\$ 37.50	\$ 15.65	
33							PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 18.00	\$ 37.50	\$ 15.65	
34							PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 13.00	\$ 37.50	\$ 15.65	
35							PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 35.00	\$ 37.50	\$ 15.65	
36							PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 18.00	\$ 37.50	\$ 15.65	
37							PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 13.00	\$ 37.50	\$ 15.65	
38							PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 35.00	\$ 37.50	\$ 15.65	
39							PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 18.00	\$ 37.50	\$ 15.65	
40							PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 13.00	\$ 37.50	\$ 15.65	
41							PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 35.00	\$ 37.50	\$ 15.65	
42							PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 18.00	\$ 37.50	\$ 15.65	
43							PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 13.00	\$ 37.50	\$ 15.65	
44							PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 35.00	\$ 37.50	\$ 15.65	
45							PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 18.00	\$ 37.50	\$ 15.65	
46							PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 13.00	\$ 37.50	\$ 15.65	
47							PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 35.00	\$ 37.50	\$ 15.65	
48							PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 18.00	\$ 37.50	\$ 15.65	
49							PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 13.00	\$ 37.50	\$ 15.65	
50					1	4-Wire xDSL Loop^^1	PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 72.37	\$ 37.50	\$ 15.65	
51							PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 40.52	\$ 37.50	\$ 15.65	
52							PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 30.39	\$ 37.50	\$ 15.65	

UNE AECN:
RESALE AECN:
ACNA:

	A	B	C	D	E	F	G	H	I	J	K	L
53					0	IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 72.87	\$ 93.24	\$ 48.88	
54							IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 47.60	\$ 93.24	\$ 48.88	
55							IDSL Loop Zone 3 (Urban)	UY5FX	\$ 41.14	\$ 93.24	\$ 48.88	
56					0	DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 2.10	\$ 62.04	\$ 48.22	
57							2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 2.10	\$ 62.04	\$ 48.22	
58							4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 4.17	\$ 71.56	\$ 58.54	
59					0	Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
60							Loop Qualification Process - Manual	NRBXU	N/A	\$ 95.10	N/A	
61							Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
62					0	LST	LST performed on CODSLAM Loop	URCLD	None	\$ 211.08	None	
63							LST performed on Sub Loop	URCLB	None	\$ 194.30	None	
64					0	xDSL Conditioning Options	xDSL loop conditioning UNE Loops 12,000 feet to 17,500 feet					
65					1	Removal of Load Coils						
66							Initial Rate	NRBXZ	N/A	\$ 822.06	N/A	
67							Additional Same Location / Same Cable	NRMNN	N/A	\$ 19.37	N/A	
68							Additional Same Location / Different Cable	NRMNO	N/A	\$ 351.74	N/A	
69					2	Removal of Excessive Bridge Tap						
70							Initial Rate	NRBXW	N/A	\$ 362.37	N/A	
71							Additional Same Location / Same Cable	NRMNG	N/A	\$ 19.37	N/A	
72							Additional Same Location / Different Cable	NRMNH	N/A	\$ 124.15	N/A	
73					2	Removal of Repeaters						
74							Initial Rate	NRBXV	N/A	\$ 315.36	N/A	
75							Additional Same Location / Same Cable	NRMNA	N/A	\$ 13.79	N/A	
76							Additional Same Location / Different Cable	NRMNB	N/A	\$ 119.37	N/A	
77					2	Removal of Load Coils & Excessive Bridge Tap						
78							Initial Rate	NRBXF	N/A	\$ 1,184.43	N/A	
79							Additional Same Location / Same Cable	NRMNK	N/A	\$ 38.73	N/A	
80							Additional Same Location / Different Cable	NRMNL	N/A	\$ 475.90	N/A	
81					2	Removal Excessive Bridge Tap & Repeater						
82							Initial Rate	NRBXH	N/A	\$ 659.14	N/A	
83							Additional Same Location / Same Cable	NRMND	N/A	\$ 33.16	N/A	
84							Additional Same Location / Different Cable	NRMNE	N/A	\$ 242.73	N/A	
85					1	xDSL loop conditioning UNE Loops over 17,500 feet in addition to conditioning of 12,000 feet to 17,500 feet.						
86					2	Removal of Load Coils						
87							Initial Rate	NRBNJ	N/A	\$ 286.15	N/A	
88							Additional Same Location / Same Cable	NRMNY	N/A	\$ 6.57	N/A	
89							Additional Same Location / Different Cable	NRMNZ	N/A	\$ 116.98	N/A	
90					2	Removal of Excessive Bridge Tap						
91							Initial Rate	NRBNK	N/A	\$ 210.58	N/A	
92							Additional Same Location / Same Cable	NRMNU	N/A	\$ 9.29	N/A	
93							Additional Same Location / Different Cable	NRMNV	N/A	\$ 62.24	N/A	
94					2	Removal of Repeaters						
95							Initial Rate	NRBNL	N/A	\$ 315.36	N/A	
96							Additional Same Location / Same Cable	NRMNQ	N/A	\$ 13.79	N/A	
97							Additional Same Location / Different Cable	NRMNR	N/A	\$ 118.58	N/A	
98					2	Removal of Load Coils & Excessive Bridge Tap						
99							Initial Rate	NRBM8	N/A	\$ 480.79	N/A	
100							Additional Same Location / Same Cable	NRMNW	N/A	\$ 15.85	N/A	
101							Additional Same Location / Different Cable	NRMNX	N/A	\$ 179.22	N/A	
102					2	Removal Excessive Bridge Tap & Repeater						
103							Initial Rate	NRBTV	N/A	\$ 498.06	N/A	
104							Additional Same Location / Same Cable	NRMNS	N/A	\$ 23.08	N/A	

	A	B	C	D	E	F	G	H	I	J	K	L
105							Additional Same Location / Different Cable	NRMNT	N/A	\$ 180.82	N/A	
106					3	Removal of All Bridged Tap	Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft. Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft. Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental DS1 Loop to Collocation DS3 C.O. Cross Connect to Collocation					
107						RABT- MMP						
108								NRMRJ	None	\$ 359.35	None	
109								NRMRP	None	\$ 930.27	None	
110								NRMRS	None	\$ 359.35	\$ 359.35	
111								NRMRM	None	\$ 359.35	\$ 359.35	
112								UDLY4	\$ 8.90	\$ 101.70	\$ 67.27	
113								UCXBX	\$ 32.00	\$ 157.84	\$ 108.98	
114				UNE	0	Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 2.10	\$ 62.04	\$ 48.22	
115							2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 2.10	\$ 62.04	\$ 48.22	
116							4-Wire Analog Loop to Collocation	UCXC4	\$ 4.17	\$ 71.56	\$ 58.54	
117							4-Wire Analog Loop to Collocation (without testing)	UCXD4 (UCXC2) under development	\$ 4.17	\$ 71.56	\$ 58.54	
118							2-Wire Digital Loop to Collocation	UCXD2 under development	\$ 2.10	\$ 62.04	\$ 48.22	
119							2-Wire Digital Loop to Collocation (without testing)	UDLX2 under development	\$ 2.10	\$ 62.04	\$ 48.22	
120							2-wire Analog Loop to Analog Line Port	RECB2	\$0.00	NA	NA	
121							2-wire Analog Loop to Analog DID Trunk Port	NRFR5	\$0.00	\$ 70.71	\$ 55.71	
122							2-wire Digital Loop to ISDN BRI Line Port	NRFR8	\$0.00	NA	NA	
123							2 Wire Analog Loop to Analog Line Port -Non Recurring Charge		NA	\$ 70.71	\$ 55.71	
124							4 Wire Digital Loop to ISDN PRI/DS1 Trunk Port -Non Recurring Charge	UCXBX	NA	\$ 80.44	\$ 66.38	
125							DS3 C.O. Cross Connect to Collocation		\$ 32.00	\$ 157.84	\$ 108.98	
126					0	Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 3.78	None	None	
127							ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 3.20	None	None	
128							ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 2.01	None	None	
129							ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 25.92	None	None	
130							ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 14.59	None	None	
131							ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 10.80	None	None	
132							ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 30.19	None	None	
133							ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 19.20	None	None	
134							ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAS	\$ 15.33	None	None	
135							SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 22.73	None	None	
136							SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 11.95	None	None	
137							SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 9.35	None	None	
138							SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 27.00	None	None	

	A	B	C	D	E	F	G	H	I	J	K	L
139							SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 16.56	None	None	
140							SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 13.88	None	None	
141							Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 4.41	None	None	
142							Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 4.75	None	None	
143							Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 4.68	None	None	
144							ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 7.57	None	None	
145							ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 6.41	None	None	
146							ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 4.03	None	None	
147							ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 51.84	None	None	
148							ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 29.19	None	None	
149							ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 21.61	None	None	
150							ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 58.56	None	None	
151							ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 35.91	None	None	
152							ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	U6LER	\$ 28.33	None	None	
153							SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 45.47	None	None	
154							SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 23.91	None	None	
155							SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 18.70	None	None	
156							SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 52.18	None	None	
157							SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 30.63	None	None	
158							SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 25.42	None	None	
159							Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 7.02	None	None	
160							Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 7.02	None	None	
161							Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 7.02	None	None	
162							ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 3.80	None	None	
163							ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 3.23	None	None	
164							ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 2.01	None	None	
165							ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 25.94	None	None	
166							ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 14.62	None	None	
167							ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 10.80	None	None	
168							ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 30.20	None	None	

	A	B	C	D	E	F	G	H	I	J	K	L
169							ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 19.23	None	None	
170							ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	\$ 15.33	None	None	
171							SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 22.75	None	None	
172							SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 11.98	None	None	
173							SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 9.35	None	None	
174							SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 27.02	None	None	
175							SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 16.58	None	None	
176							SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 13.88	None	None	
177							Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.41	None	None	
178							Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.75	None	None	
179							Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 4.68	None	None	
180							ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 7.60	None	None	
181							ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 6.46	None	None	
182							ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 4.03	None	None	
183							ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 51.87	None	None	
184							ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 29.24	None	None	
185							ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 21.61	None	None	
186							ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 58.59	None	None	
187							ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 35.96	None	None	
188							ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	\$ 28.33	None	None	
189							SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 45.50	None	None	
190							SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 23.96	None	None	
191							SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 18.70	None	None	
192							SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 52.22	None	None	
193							SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 30.68	None	None	
194							SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 25.42	None	None	
195							Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 7.02	None	None	
196							Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 7.02	None	None	
197							Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 7.02	None	None	
198					0	Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 448.78	\$ 170.20	

	A	B	C	D	E	F	G	H	I	J	K	L
199							Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 450.33	\$ 171.77	
200							Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 448.78	\$ 170.20	
201							Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 450.57	\$ 171.77	
202						Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 148.99	\$ 301.93	\$ 179.82	
203							DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 92.19	\$ 301.93	\$ 179.82	
204							DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 78.09	\$ 301.93	\$ 179.82	
205							DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 140.40	\$ 301.93	\$ 179.82	
206							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$ 7.68	None	None	
207							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 14.17	None	None	
208							DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$ 2.24	None	None	
209							DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 2.99	None	None	
210							DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	\$ 2,007.79	\$ 336.40	\$ 218.88	
211							DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 1,223.73	\$ 336.40	\$ 218.88	
212							DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$ 822.78	\$ 336.40	\$ 218.88	
213							DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 1,696.31	\$ 336.40	\$ 218.88	
214							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	\$ 160.14	None	None	
215							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 274.35	None	None	
216							DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	\$ 58.67	None	None	
217							DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 58.13	None	None	
218						Dedicated Cross Connects	DS1 to Collocation	UCXHX	\$ 8.90	\$ 101.70	\$ 67.27	
219							DS3 to Collocation	UCXJX	\$ 29.16	\$ 107.23	\$ 72.83	
220						Multiplexing	DS1 to VG	UM4BX	\$ 182.83	\$ 178.12	\$ 105.56	
221							DS3 to DS1	UM4AX	\$ 632.51	\$ 895.90	\$ 522.41	
222						Dark Fiber	Dark Fiber -Interoffice per strand	ULYCX	\$ 68.21	\$ 1,681.06	\$ 1,681.06	
223							Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.013236	None	None	
224							Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.009097	None	None	
225							Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.012156	None	None	
226							Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 7.65	\$ 78.27	\$ 78.27	
227							Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 592.17	\$ 592.17	
228					0	Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 1.30	\$ 93.15	\$ 72.40	
229							2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.30	\$ 93.15	\$ 72.40	
230							2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.30	\$ 93.15	\$ 72.40	
231					0	Routine Modifications	Routine Modifications	N3RUE	NA	ICB	NA	
232					0	Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 47.95	None	
233							Manual Change - Simple	NRBUO	None	\$ 46.22	None	
234							Manual Record - Simple	NRBUU	None	\$ 28.64	None	
235							Manual Disconnect - Simple	NRBUW	None	\$ 23.98	None	
236							Manual Suspend - Simple	NRBJZ	None	\$ 28.64	None	
237							Manual Restore - Simple	NRBJ9	None	\$ 28.64	None	
238							Manual Expedited - Simple	NRMV1	None	\$ 46.22	None	
239							Manual Customer Not Ready - Simple	NRMV5	None	\$ 46.22	None	
240							Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 46.22	None	
241							Manual New - Complex	NRBUR	None	\$ 196.00	None	

	A	B	C	D	E	F	G	H	I	J	K	L
242							Manual Change - Complex	NRBUP	None	\$ 108.96	None	
243							Manual Record - Complex	NRBUV	None	\$ 91.31	None	
244							Manual Disconnect - Complex	NRBUX	None	\$ 52.41	None	
245							Manual Suspend - Complex	NRBJ7	None	\$ 91.31	None	
246							Manual Restore - Complex	NRBJ8	None	\$ 91.31	None	
247							Manual Expedited - Complex	NRMV2	None	\$ 108.96	None	
248							Manual Customer Not Ready - Complex	NRMV6	None	\$ 108.96	None	
							Manual Due Date Change or Cancellation - Complex					
249								NRMV4	None	\$ 108.96	None	
250							Electronic New - Simple	NR9W2	None	\$ 3.33	None	
251							Electronic New - Complex	NRBGX	None	\$ 84.59	None	
252							Electronic Change - Simple	NR9GG	None	\$ 3.33	None	
253							Electronic Change - Complex	NR9G8	None	\$ 84.59	None	
254							Electronic Record - Simple	NR9GU	None	\$ 3.33	None	
255							Electronic Record - Complex	NR9G7	None	\$ 5.34	None	
256							Electronic Disconnect - Simple	NR9GZ	None	\$ 3.33	None	
257							Electronic Disconnect - Complex	NR9G9	None	\$ 28.91	None	
258							Electronic Suspend - Simple	NRBJ5	None	\$ 3.33	None	
259							Electronic Restore - Simple	NRBJ6	None	\$ 3.33	None	
260							Electronic Expedited - Simple	NRMV7	None	\$ 3.33	None	
261							Electronic Expedited - Complex	NRMVX	None	\$ 3.33	None	
262							Electronic Customer Not Ready - Simple	NRMV9	None	\$ 3.33	None	
263							Electronic Customer Not Ready - Complex	NRMVY	None	\$ 3.33	None	
							Electronic Due Date Change or Cancellation - Simple					
264								NRMV8	None	\$ 3.33	None	
							Electronic Due Date Change or Cancellation - Complex					
265								NRMVZ	None	\$ 3.33	None	
266							PIC Change Charge	NRBL9	None	\$ 5.00	None	
267				Directory Assistance	0	Directory Assistance	Directory Assistance (DA) - per call	ZZUO3	\$ 0.37	None	None	
268							Directory Assistance (DA) - per call	ZZUO4	\$ 0.37	None	None	
							Directory Assistance Call Completion (DACC) - per call					
269								ZZUO7	\$ 0.15	None	None	
270							National Directory Assistance (NDA)	ZZUO5	\$ 0.65	None	None	
271							National Directory Assistance (NDA)	ZZUO6	\$ 0.65	None	None	
								Not				
272							Directory Assistance Non-Pub Emergency Service	Applicable	\$ 2.00	None	None	
							Directory Assistance - Branding - Initial/Subsequent Load					
273								NRBDG	None	\$ 1,800.00	None	
274							Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None	None	
							Directory Assistance - Based Rate Reference - Initial Load					
275								NRBDL	None	\$ 2,200.00	None	
							Directory Assistance Rate Reference - Subsequent Load					
276								NRBDM	None	\$ 1,000.00	None	
							Directory Assistance Listings (DAL)-Initial Load, per listing	Not				
277								Applicable	None	\$ 0.05850	None	
							Directory Assistance Listings (DAL)-Update, per listing	Not				
278								Applicable	None	\$ 0.05850	None	
							Directory Assistance Listings (DAL)-Non-Pub	Not				
279							Emergency Message Service	Applicable	\$ 2.10	None	None	
280							Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
281							Reverse Directory Assistance	ZZUO8	\$ 0.65	None	None	
282							Reverse Directory Assistance	ZZUO9	\$ 0.65	None	None	
							Operated Services - Fully Automated Call Processing (Per completed automated call)					
283				Operator Services	0	Operator Services		ZZUO1	\$ 0.15	None	None	
							Operator Services - Operator Assisted Call Processing (Per work second)					
284								ZZUO2	\$ 0.020	None	None	
							Operator Services - Branding Initial/Subsequent Load					
285								NRBDG	None	\$ 1,800.00	None	
286							Operator Services - Branding - Per Call	ZZUCB	\$ 0.025	None	None	
							Operator Services - Rate Reference -Initial Load					
287								NRBDL	None	\$ 2,200.00	None	

	A	B	C	D	E	F	G	H	I	J	K	L
288							Operator Services - Rate Reference - Subsequent Load Reference Load	NRBDM	None	\$ 1,000.00	None	
289				Hosting	0	Hosting	Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	
290							Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	
291							Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None	
292							Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None	
293				Clearinghouse	0	Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
294							CH billing message - per message	Not Applicable	\$ 0.050	None	None	
295				UNE	0	Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 49.48	\$ 23.78	
296							Overtime - per half hour	MVV	None	\$ 62.10	\$ 30.10	
297							Premium Time - per half hour	MVV	None	\$ 74.73	\$ 36.40	
298					0	Time and Materials Charges	Basic Time - per half hour	ALK, ALT,ALH	None	\$ 49.48	\$ 23.78	
299							Overtime - per half hour	ALK, ALT,ALH	None	\$ 62.10	\$ 30.10	
300							Premium Time - per half hour	ALK, ALT,ALH	None	\$ 74.73	\$ 36.40	
301				STRUCTURED ACCESS	0	Poles and Duct^2	Poles (\$/attachment/yr.)		\$1.55			
302					1	(Structure)						
303					2	Per Foot Conduit Occupancy Fees						
304							Full Duct (\$/ft/yr.)		\$0.67			
305							Half Duct (\$/ft/yr)		\$0.34			
306					2	Contract Administration Fee				\$ 125.00		
307					2	Administrative Record-Keeping Fee				\$ 125.00		
308				RECIPROCAL COMPENSATION	0	RECIPROCAL COMPENSATION						
309						End Office Local Termination - Zone 1 Rural	Set up charge, per call	ZZUR8	\$0.00			
310							Duration charge, per MOU	ZZUR2	\$0.00			
311						End Office Local Termination - Zone 2 Suburban	Set up charge, per call	ZZUR8	\$0.00			
312							Duration charge, per MOU	ZZUR2	\$0.00			
313						End Office Local Termination - Zone 3 Urban	Set up charge, per call	ZZUR8	\$0.00			
314							Duration charge, per MOU	ZZUR2	\$0.00			
315						Rate for All ISP-Bound Traffic and Section 251(b)(5) Traffic as per FCC 01-131 per MOU		ZZUR2	\$ 0.0007			
316						Tandem Switching	Set up charge, per call	USEAGE	\$0.00			
317							Duration charge, per MOU	ZZUR1	\$0.00			
318						Common Transport	Termination per Minute of Use Zone 1 (Rural)	ZZUST	\$0.00			
319							Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$0.00			
320							Termination per Minute of Use Zone 3 (Urban)	ZZUST	\$0.00			
321							Termination per Minute of Use Zone Interzone	ZZUST	\$0.00			
322							Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	\$0.00			
323							Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$0.00			
324							Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	\$0.00			
325							Facilities per Minute, per Mile Zone Interzone	ZZURF	\$0.00			
326						Transit	Transit Rate (Zone 1 - Rural), per MOU	ZZUTN	\$0.001770			
327							Transit Rate (Zone 2 – Suburban), per MOU	ZZUTN	\$0.001485			

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SBC OKLAHOMA
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	A	B	C	D	E	F	G	H	I	J	K	L
328							Transit Rate (Zone 3 – Urban), per MOU	ZZUTN	\$0.001356			
329					0	OCA	OCA Transport & Termination	ZZUR2	None	None	None	
330				RESALE	0	BUSINESS						
331					1	LOCAL EXCHANGE SERVICE						
332							Business 1 Party		19.80%	19.80%	NA	
333							Business - Multi-Line Hunting		19.80%	19.80%	NA	
334					1	EXPANDED LOCAL CALLING					NA	
335							Expanded Local Calling (Mandatory)		19.80%	19.80%	NA	
336							Mandatory Extended Area Calling Service (EACS)- 1 Party		19.80%	19.80%	NA	
337							Mandatory EACS - Hotel/Motel Measured Trunk		19.80%	19.80%	NA	
338							Mandatory EACS - Multi-Line Hunting		19.80%	19.80%	NA	
339							Mandatory EACS - PBX Trunk		19.80%	19.80%	NA	
340					1	VERTICAL SERVICES					NA	
341							Auto Redial		19.80%	19.80%	NA	
342							Call Blocker		19.80%	19.80%	NA	
343							Call Forwarding		19.80%	19.80%	NA	
344							Call Forwarding - Busy Line		19.80%	19.80%	NA	
345							Call Forwarding - Busy Line/Don't Answer		19.80%	19.80%	NA	
346							Call Forwarding - Don't Answer		19.80%	19.80%	NA	
347							Call Return		19.80%	19.80%	NA	
348							Call Trace		19.80%	19.80%	NA	
349							Call Waiting		19.80%	19.80%	NA	
350							Calling Name		19.80%	19.80%	NA	
351							Calling Number		19.80%	19.80%	NA	
352							ComCall®		19.80%	19.80%	NA	
353							Personalized Ring (1 dependent number)		19.80%	19.80%	NA	
354							Personalized Ring (2 dependent numbers - 1st number)		19.80%	19.80%	NA	
355							Personalized Ring (2 dependent numbers - 2nd number)		19.80%	19.80%	NA	
356							Priority Call		19.80%	19.80%	NA	
357							Remote Access to Call Forwarding		19.80%	19.80%	NA	
358							Selective Call Forwarding		19.80%	19.80%	NA	
359							Simultaneous Call Forwarding		19.80%	19.80%	NA	
360							Speed Calling 8		19.80%	19.80%	NA	
361							Speed Calling 30		19.80%	19.80%	NA	
362							Three Way Calling		19.80%	19.80%	NA	
363					1	DID						
364							DID (First Block of 100 - Category 1)		19.80%	19.80%	NA	
365							DID (First Block of 10 - Category 1)		19.80%	19.80%	NA	
366							DID (Ea. adl. block of 10 after first 10 - Category 1)		19.80%	19.80%	NA	
367							DID (Ea. adl. block of 100 after first 100 - Category 2)		19.80%	19.80%	NA	
368							DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.80%	19.80%	NA	
369							DID (with Multifrequency)		19.80%	19.80%	NA	
370							DID (with Dual-Tone Multifrequency)		19.80%	19.80%	NA	
371							DID (1st 10 Trunks or access lines)		19.80%	19.80%	NA	
372							DID (11th thru 50th trunk or network access line)		19.80%	19.80%	NA	
373							DID (51st trunk or network access line)		19.80%	19.80%	NA	
374					1	TRUNKS					NA	
375							Analog Trunks		19.80%	19.80%	NA	
376							Digital Trunks		19.80%	19.80%	NA	
377					1	AIN					NA	
378							Area Wide Networking		19.80%	19.80%	NA	
379							Caller Intellidata®		19.80%	19.80%	NA	
380							Disaster Routing Service		19.80%	19.80%	NA	

UNE AECN:
RESALE AECN:
ACNA:

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SBC OKLAHOMA
March 23, 2005

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	A	B	C	D	E	F	G	H	I	J	K	L
381							Intelligent Redirectsm		19.80%	19.80%	NA	
382							Positive ID		19.80%	19.80%	NA	
383					1	OTHER					NA	
384							Bundled Telecommunications Services (e.g., the Works)		19.80%	19.80%	NA	
385							Busy Out Arrangements		19.80%	19.80%	NA	
386							Customer Alerting Enablement		19.80%	19.80%	NA	
387							Grandfathered Services		19.80%	19.80%	NA	
388							Hot Line		19.80%	19.80%	NA	
389							Hunting		19.80%	19.80%	NA	
390							Local Operator Assistance Service		19.80%	19.80%	NA	
391							Night Number associated with Telephone Number		19.80%	19.80%	NA	
392							Night Number associated with a Terminal		19.80%	19.80%	NA	
393							Promotions (Greater than 90 days)		19.80%	19.80%	NA	
394							Preferred Number Service		19.80%	19.80%	NA	
395							Telebranch®		19.80%	19.80%	NA	
396							TouchTone		19.80%	19.80%	NA	
397							Voice Dial		19.80%	19.80%	NA	
398							Warm Line		19.80%	19.80%	NA	
399					1	Data Services					NA	
400							Gigabit Ethernet Metropolitan Area Network (GigaMAN)		19.80%	19.80%	NA	
401							PBX Trunks		19.80%	19.80%	NA	
402							Mult-Service Optical Network (MON)		19.80%	19.80%	NA	
403							DS3		19.80%	19.80%	NA	
404					1	ISDN					NA	
405							Circuit Switched Video/Circuit Switched Data		19.80%	19.80%	NA	
406							Select Video Plus®		19.80%	19.80%	NA	
407							Digilinesm (ISDN BRI)		19.80%	19.80%	NA	
408							Smart Trunksm (ISDN PRI)		19.80%	19.80%	NA	
409							SuperTrunk		19.80%	19.80%	NA	
410					1	TOLL					NA	
411							IntraLATA MTS		19.80%	19.80%	NA	
412							MaxiMizer 800®		19.80%	19.80%	NA	
413							OutWATS		19.80%	19.80%	NA	
414							800 Service		19.80%	19.80%	NA	
415					1	OPTIONAL TOLL CALLING PLANS					NA	
416							1+SAVERsm		19.80%	19.80%	NA	
417							1+SAVER Directsm		19.80%	19.80%	NA	
418							Circle Saver		19.80%	19.80%	NA	
419							Corridor Optional Saver		19.80%	19.80%	NA	
420							Extended Community Saver		19.80%	19.80%	NA	
421					1	PLEXAR®					NA	
422							Plexar I®		19.80%	19.80%	NA	
423							Plexar II®		19.80%	19.80%	NA	
424							Plexar Custom		Variable	Variable	NA	
425					1	PRIVATE LINE					NA	
426							Analog Private Lines		19.80%	19.80%	NA	
427							Automated Distribution Services		19.80%	19.80%	NA	
428							Digital Loop Service		19.80%	19.80%	NA	
429							Foreign Exchange Service		19.80%	19.80%	NA	
430							Foreign Serving Office		19.80%	19.80%	NA	
431							Frame Relay		19.80%	19.80%	NA	
432							Group Alerting Services		19.80%	19.80%	NA	
433							MegaLink I®		19.80%	19.80%	NA	
434							MegaLink II®		19.80%	19.80%	NA	
435							MegaLink III®		19.80%	19.80%	NA	
436							MicroLink I®		19.80%	19.80%	NA	
437							MicroLink II®		19.80%	19.80%	NA	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SBC OKLAHOMA
March 23, 2005

APPENDIX PRICING
Effective Date: xx/xx/xx
SBC OK/METROPOLITAN

	A	B	C	D	E	F	G	H	I	J	K	L
438							MultiPoint Video		19.80%	19.80%	NA	
439							Service Loop Facility Modification Service		19.80%	19.80%	NA	
440					0	RESIDENCE						
441					1	LOCAL EXCHANGE SERVICE					NA	
442							Life Line and Link Up America Services		19.80%	19.80%	NA	
443							Residence 1 Party		19.80%	19.80%	NA	
444							Residence Measured		19.80%	19.80%	NA	
445					1	EXPANDED LOCAL CALLING					NA	
446							Expanded Local Calling (Mandatory)		19.80%	19.80%	NA	
447							Mandatory Extended Area Calling Service (EACS)- 1 Party		19.80%	19.80%	NA	
448							Mandatory EACS - One element measured, 1 Party		19.80%	19.80%	NA	
449					1	VERTICAL SERVICES					NA	
450							Auto Redial		19.80%	19.80%	NA	
451							Call Blocker		19.80%	19.80%	NA	
452							Call Forwarding		19.80%	19.80%	NA	
453							Call Forwarding - Busy Line		19.80%	19.80%	NA	
454							Call Forwarding - Busy Line/Don't Answer		19.80%	19.80%	NA	
455							Call Forwarding - Don't Answer		19.80%	19.80%	NA	
456							Call Return		19.80%	19.80%	NA	
457							Call Trace		19.80%	19.80%	NA	
458							Call Waiting		19.80%	19.80%	NA	
459							Calling Name		19.80%	19.80%	NA	
460							Calling Number		19.80%	19.80%	NA	
461							ComCall®		19.80%	19.80%	NA	
462							Personalized Ring (1 dependent number)		19.80%	19.80%	NA	
463							Personalized Ring (2 dependent numbers - 1st number)		19.80%	19.80%	NA	
464							Personalized Ring (2 dependent numbers - 2nd number)		19.80%	19.80%	NA	
465							Priority Call		19.80%	19.80%	NA	
466							Remote Access to Call Forwarding		19.80%	19.80%	NA	
467							Selective Call Forwarding		19.80%	19.80%	NA	
468							Simultaneous Call Forwarding		19.80%	19.80%	NA	
469							Speed Calling 8		19.80%	19.80%	NA	
470							Three Way Calling		19.80%	19.80%	NA	
471					1	ISDN						
472					1	OTHER						
473							Bundled Telecommunications Services (e.g., the Works)		19.80%	19.80%	NA	
474							Customer Alerting Enablement		19.80%	19.80%	NA	
475							Grandfathered Services		19.80%	19.80%	NA	
476							Hot Line		19.80%	19.80%	NA	
477							Local Operator Assistance Service		19.80%	19.80%	NA	
478							Promotions (Greater than 90 days)		19.80%	19.80%	NA	
479							Preferred Number Service		19.80%	19.80%	NA	
480							TouchTone		19.80%	19.80%	NA	
481							Voice Dial		19.80%	19.80%	NA	
482							Warm Line		19.80%	19.80%	NA	
483					0	OTHER (Resale)					NA	
484					1	DIRECTORY ASSISTANCE SERVICES			19.80%	19.80%	NA	
485							Nationwide Listing Services (NLS)		19.80%	19.80%	NA	
486					1	TOLL					NA	
487							Home 800sm		19.80%	19.80%	NA	
488							IntraLATA MTS		19.80%	19.80%	NA	
489					1	OPTIONAL TOLL CALLING PLANS					NA	
490							1+SAVERsm		19.80%	19.80%	NA	
491							1+SAVER Directsm		19.80%	19.80%	NA	

UNE AECN:
RESALE AECN:
ACNA:

	A	B	C	D	E	F	G	H	I	J	K	L
492							Circle Saver		19.80%	19.80%	NA	
493							Corridor Optional Saver		19.80%	19.80%	NA	
494							Extended Community Saver		19.80%	19.80%	NA	
495							900/976 Call Restriction		19.80%	19.80%	NA	
496							Access Services		0%	0%	NA	
497							Additional Directory Listings		19.80%	19.80%	NA	
498							Bill Plus		5%	5%	NA	
499							Company Initiated Suspension Service		0%	0%	NA	
500							Connections with Terminal Equipment and Communications Equipment		0%	0%	NA	
501							Consolidated Billing		5%	5%	NA	
502							Construction Charges		0%	0%	NA	
503							Customer Initiated Suspension Service		0%	0%	NA	
504							Exchange Connection Service		0%	0%	NA	
505							Maintenance of Service Charges		0%	0%	NA	
506							Telecommunications Service Priority Systems		0%	0%	NA	
507							Toll Billing Exception		19.80%	19.80%	NA	
508							Toll Restriction		19.80%	19.80%	NA	
509							Wireless Carrier Interconnection Services		0%	0%	NA	
510					1	Electronic Billing Information Data (daily usage) per message			\$ 0.003	NA	NA	
511					1	Simple conversion charge per billable number			NA	\$ 13.69	NA	
512					1	Electronic conversion orders per billable number			NA	\$ 3.33	NA	
513					1	Complex conversion orders per billable number			NA	\$ 69.51	NA	
514					1	OS/DA						
515					2	Branding - Resellers						
516							- Initial Load	NRBDG	NA	\$1,800.00	NA	
517							- Subsequent Load	NRBDG	NA	\$1,800.00	NA	
518							- Per Call	ZZUCB	\$ 0.025000	NA	NA	
519					2	Rate Reference - Reseller						
520							- Initial Load	NRBDL	NA	\$2,200.00	NA	
521							- Subsequent Load	NRBDM	NA	\$1,000.00	NA	

APPENDIX WP EXHIBIT 1 SBC OKLAHOMA

Directory White Pages Price Sheet				
Directory			Price Per Single Sided Informational Page	
Chickasha			\$2076.92	
Oklahoma City			\$2076.92	
Green Country			\$2076.92	
Okmulgee			\$2076.92	
Tulsa Business			\$2076.92	
Tulsa Residence			\$2076.92	
Bartelsville			\$241.17	
Enid			\$241.17	
Lawton			\$241.17	
Muskogee			\$241.17	
Stillwater			\$241.17	
Ada			\$100.80	
Altus			\$100.80	
Southeast Oklahoma			\$100.80	
Ardmore			\$100.80	
N Seminole Area			\$100.80	
Chandler			\$100.80	
Duncan			\$100.80	
Lake Texoma			\$100.80	
Land of Lakes			\$100.80	
Mcalister			\$100.80	
Pauls Valley			\$100.80	
Ponca City			\$100.80	
Sallisaw			\$100.80	
Spiro			\$100.80	
Tahlequah/Westville			\$100.80	
Western Okla. Regional			\$100.80	
Woodward			\$100.80	

ATTACHMENT PERFORMANCE MEASUREMENTS

ATTACHMENT PERFORMANCE MEASUREMENTS

This Attachment Performance Measurements sets forth the terms and conditions under which SBC OKLAHOMA will report performance to CLEC and compare that performance to SBC OKLAHOMA's 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 Oklahoma agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix Performance Measurements Business Rules. SBC OKLAHOMA will collect, analyze, and report performance data for these measures in accordance with SBC OKLAHOMA's Performance Measurement Business Rules, as approved by the Corporation Commission of Oklahoma (the "Commission" or "OCC"). 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 OKLAHOMA (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 OKLAHOMA, 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 Oklahoma 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 Oklahoma 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 OKLAHOMA 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 OKLAHOMA will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC OKLAHOMA's 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 OKLAHOMA 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 Oklahoma State Treasury
 - 4.1 If SBC OKLAHOMA 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 OKLAHOMA alters previously reported data to a CLEC, and after discussions with SBC OKLAHOMA 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 include individual CLEC data, aggregate CLEC data, and SBC OKLAHOMA's state aggregate data.

5.2 In the event SBC OKLAHOMA misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SBC OKLAHOMA 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 OKLAHOMA processes, to the extent appropriate.

5.3 SBC Oklahoma will not levy a separate charge for provision of the data to CLEC called for under this Attachment. SBC Oklahoma 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)

APPENDIX

PERFORMANCE MEASUREMENTS BUSINESS RULES

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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 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:
$\Sigma(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	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)	95% in <= 10 seconds
Telephone Number Assignment – Specific Inquiry	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 2. Manual Intervention LSRs A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS B. Mechanized UNE xDSL Capable Loop (1-20) C. Mechanized UNE xDSL Capable Loop (>20) 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) 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) 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 3. ASRs A. Interconnection Facilities and Trunks B. Unbundled Dedicated Transport DS3s C. Unbundled Dedicated Transport DS1s D. Projects	1. Electronic – Electronic 95% within 45 minutes 2. 95% within A. 5 Hours B. 6 Hours C. 14 Hours D. 24 Hours E. 48 Hours F. Negotiated interval 3. 95% within A. 7 business days B. 5 business days 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:
<u>Mechanized Rejects</u> 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.
<u>Manual Rejects Received Electronically</u> 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.
<u>Mechanized Rejects</u> 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:
$\frac{(\# \text{ mechanized rejects returned within 1 hour} \div \text{total rejects}) * 100}{(\# \text{ electronic manual rejects returned within 6 hours of receipt of LSR} \div \text{total electronic manual rejects}) * 100}$	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:
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(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 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%

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

17.2New 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:
<u>POTS/UNE-P/Specials/UNES/LNP Loops/LNP Standalone</u>

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:	
POTS	
1. 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. No Field Work (NFW) - Bus Class of Svc - Res Class of Svc	2. Resale POTS parity between No Field Work compared to SBC Retail No Field Work (N, T, C order types).
3. UNE-P -Field Work (FW)	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	
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. <u>LNP only:</u> 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:
<u>POTS/UNE-P/Specials/8.0 dB Loops</u> Percent N, T, and C orders with missed committed due dates due to lack of facilities.
<u>UNEs</u> 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 2. UNE-P - Field Work (FW) 3. 8.0dB Loops <u>Resale Specials/UNEs:</u> 4. DS0 (DDS, VGPL, switch ports) 5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops, and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) 2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types) 3. Compared to Business Retail POTS and Residence Retail POTS Combined 4. 5% 5. 4% (Critical Z does not apply) 6. 5% 7. 5% 8. 5% 9. 5% 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:	
<u>POTS/UNE-P/Specials</u>	
Average calendar days from due date to completion date on company missed orders /circuit.	
<u>UNEs/EELS</u>	
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).	
<u>Interconnection Trunks</u>	
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:
$\Sigma(\text{Completion date} - \text{orders/committed circuits due date}) \div (\text{total \# of completed orders/posted circuits with a SBC caused missed due date})$	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	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).
No Field Work (NFW)	- Bus Class of Svc - Res Class of Svc	
2. UNE-P		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).
Field Work (FW)		
No Field Work (NFW)		
3. 8.0dB Loops – FW		3. Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW
8.0dB Loops – NFW		
Resale Specials/UNEs:		
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)		6. 5 days
7. DSL and Line Splitting		7. 6 days
8. Line Sharing and IDSL		8. 6 days
9. EELS – DS0		9. 6 days
10. EELS – DS1		10. 6 days (Critical Z does not apply)
11. Interconnection Trunks		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 within 10 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	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

2. UNE-P New/Move Orders Change/conversion Orders Field Work (FW) No Field Work (NFW)	Parity between Field Work New and Move orders compared to SBC Field 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. 5%
4. DS0 (DDS, VGPL, 5 db Loops, & switch ports)	5. 4% (Critical Z does not apply)
5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport	6. 5%
6. ISDN & BRI (resale, loops and ports)	7. 5%
7. DSL and Line Splitting	8. 5%
8. Line Sharing and IDSL	9. 8%, 5% in 6 months
9. EELS – DS0	10. 8%, 5% in 6 months (Critical Z does not apply)
10. EELS – DS1	11. Parity with SBC Retail POTS – No Field Work
11. Stand Alone LNP	

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:	
<u>POTS/UNE-P</u> CLEC and SBC repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.	
<u>UNEs/EELS</u> 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 2. UNE – P 3. 8.0dB Loops	1. POTS- Parity with SBC retail 2. UNE-P – Parity with Retail POTS Business and Retail POTS Residence combined. 3. Parity with 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, 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:	
<u>POTS/UNE-P</u>	
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."	
<u>UNE Loops</u>	
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 2. UNE-P - Dispatch - No Dispatch 3. 8.0dB Loops	1. POTS - Parity with SBC Retail 2. UNE-P – Parity with SBC Retail POTS Business and Residence combined 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:
<u>POTS/UNE-P</u> 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.
<u>UNES/EELS and Specials</u> 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.
<u>Interconnection Trunks</u> 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:
<u>POTS and UNE-Ps</u> 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.
<u>Specials</u> 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.
<u>UNEs/EELS</u> The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.
<u>Interconnection Trunks</u> 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:
$\frac{\sum[(\text{Date and time SBC clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})]}{\text{Total network customer trouble reports}}$ 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. <u>POTS</u> - Affecting Service - Out of Service - Dispatch - No Dispatch - Residence - Business 2. <u>UNE-P</u> - Affecting Service - Out of Service - Dispatch - No Dispatch - Residence UNE-P - Business UNE-P 3. <u>8.0dB Loops</u> - Dispatch - No Dispatch <u>Specials Resale/UNE</u> 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport) 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 11. Interoffice Trunks	1. POTS – Parity with SBC Retail 2. UNE-P residence – Parity with SBC Retail Residence UNE-P Business – Parity with SBC Retail Business 3. Compared to business and residence combined 4. 12 hours 5. 4.5 hours (Critical Z does not apply) 6. 12 hours 7. 7.5 hours 8. 7.5 hours 9. 12 hours 10. 4.5 (Critical Z does not apply) 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:	
<u>POTS</u> - <u>Residence</u> - <u>Business</u> <u>UNE-P</u> <u>8.0dB Loop</u> <u>Resale Specials/UNEs:</u> - DS0 (DDS, VGPL, 5 db Loops, switch ports) - DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport - ISDN & BRI (resale, loops and ports) - DSL and Line Splitting - Line Sharing and IDSL - EELS – DS0 - EELS – DS1	- Parity With SBC Retail POTS - Parity with SBC Retail Pots Business and Residence Combined - Compared to SBC Retail POTS business and residence combined 10% 15% 10% 6 months (Critical Z does not apply) 10% 7.5% 7.5% 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 by 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:
$\frac{\{ \text{Count of blocked calls} - \text{excluded blocked calls} \}}{\text{total calls offered} - \{ \text{excluded blocked calls} \}} * 100$	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%]

71. Measurement:	
Common Transport Trunk Blockage	
Definition:	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
Exclusions:	
No data is collected on weekends or holidays	
Business Rules:	
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.	
Calculation:	Report Structure:
$\frac{\text{(Number of common transport trunk groups exceeding 2\%, 1\% blocking)}}{\text{total common transport trunk groups}} * 100.$	Reported on local common transport trunk groups by state.
Disaggregations and Benchmarks:	
• Common trunk groups where CLECs share ILEC trunks • Common trunk groups for CLECs not shared by ILEC	• 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).

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:
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) \div \text{total number of files}$	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 collocation projects) * 100	Reported for individual CLEC and all CLECs and SBC affiliate, by state
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 Oklahoma 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

PRODUCT	QUANTITY	INTERVAL (DAYS)
RESOLD SPECIALS:		
DDS	1 – 8 9+	7 Negotiate
DS1	1 – 5 6+	7 Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8 9 – 16 17 – 24 25+	5 7 9 Negotiate
BRI - RES	1 – 8 9+	10 Negotiate
- BUS	1 – 8 9+	5 Negotiate
PRI	24 – 120 121+	9 Negotiate
UNE-P ISDN	1 – 8 9+	5 Negotiate
OCn	ALL	Negotiate

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager			CLLI Code	NPA Code(s):
	CLEC Telco ID		"Connect Signal" Digits	Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Description:		1 - 1	# 9-1-1 Trunks Requested
	Rate Center(s):		"Default" PSAP / ESN	SS7 Point Code
Switch Site Contact				

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE:	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
CLLI Code:	Rate Center(s):		
E9-1-1 Features Required:	ANI/ALI/SR		
# of 9-1-1 Trunks for LSP:			
MSAG Update Interval:	Monthly		
ALI Database Provider:			
ACCOUNT MANAGER:			
LOG NUMBER			

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SBC is the ALI database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
(blank) = (blank space for use as needed to define another agency type)

Prepared by:

voice

fax

email

STATUS of EXHIBIT:**Date Prepared**

APPENDIX PRICING (TEXAS)

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APPENDIX PRICING (TEXAS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC-owned ILEC doing business in Texas.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, ***after the effective date of such order***, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC TEXAS** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC TEXAS** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the Replacement

Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC TEXAS will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
 - 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
 - 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
 - 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.
- 1.7 Notice to Adopting CLECs
- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC TEXAS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.
- 1.8 The following defines the zones found in this Appendix Pricing:
- 1.8.1 Zone 1 includes Rate Groups 1, 2, and 3 (rural) as defined in SBC TEXAS' Local Exchange Tariff. Zone 2 includes Rate Groups 4, 5, and 6 (suburban) as defined in SBC TEXAS' Local Exchange Tariff. Zone 3 includes Rate Groups 7 and 8 (urban) as defined in SBC TEXAS' Local Exchange Tariff.
 - 1.8.2 Level 1 includes switches with up to 10,000 working lines. Level 2 includes switches with 10,001 to 20,000 working lines. Level 3 includes switches with 20,001 to 40,000 working lines. Level 4 includes switches with over 40,000 working lines.
- 1.9 SBC TEXAS' obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates,

terms and conditions contained in this Agreement, **SBC TEXAS** may reject the order. In the event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC TEXAS** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC TEXAS**' applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC TEXAS**' current generic contract rate for the Product or Service set forth in **SBC TEXAS**' applicable state-specific generic pricing schedule as published on **SBC TEXAS**' CLEC website; or
 - 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC TEXAS** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
 - 1.9.3 **SBC TEXAS**' provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC TEXAS**' right to charge and collect payment for such Products and/or Services.
- 1.10 Establishment of "TBD" Rates
- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC TEXAS** for that Product or Service and incorporated into **SBC TEXAS**' current state-specific generic pricing schedule as published on **SBC TEXAS**' CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC TEXAS** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC TEXAS** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC TEXAS** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
 - 1.10.2 **SBC TEXAS**' provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC TEXAS**' right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element

(UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process set forth in Appendix Lawful UNEs of this Agreement may be longer.

- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC TEXAS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC TEXAS will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC TEXAS network, without any changes to SBC TEXAS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by SBC TEXAS to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. BILLING

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

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a

SBC TEXAS

April 5, 2005

APPENDIX PRICING/ALL TRAFFIC

SCHED OF PRICES

SBC TX/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		NETWORK ELEMENTS						
2		Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 14.32	\$ 14.32	
3			2-Wire Analog Zone 1 (Rural)	U21	\$ 16.34	\$ 13.93	\$ 7.07	
4			2-Wire Analog Zone 2 (Suburban)	U21	\$ 13.69	\$ 13.93	\$ 7.07	
5			2-Wire Analog Zone 3 (Urban)	U21	\$ 12.26	\$ 13.93	\$ 7.07	
6			2-wire Analog Disconnect - all zones	NKCT1	NA	\$ 1.41	\$ 1.27	
7			2-Wire Analog Zone 1 (Rural) - UNE-P	RB9	\$ 18.98	NA	NA	
8			2-Wire Analog Zone 2 (Suburban) - UNE-P	RB9	\$ 13.65	NA	NA	
9			2-Wire Analog Zone 3 (Urban) - UNE-P	RB9	\$ 12.14	NA	NA	
10			2W Analog - UNE-P - NRC - all zones	NRFR1	NA	\$ 15.03	\$ 6.22	
11			Conditioning for dB loss from 8db to 5db	UL2	\$ 6.03	\$ 17.54	\$ 16.13	
12			4-Wire Analog Zone 1(Rural)	U4H	\$ 36.06	\$ 15.03	\$ 6.22	
13			4-Wire Analog Zone 2 (Suburban)	U4H	\$ 21.52	\$ 15.03	\$ 6.22	
14			4-Wire Analog Zone 3 (Urban)	U4H	\$ 15.86	\$ 15.03	\$ 6.22	
15			2-Wire Digital Zone 1(Rural)	U2Q	\$ 46.09	\$ 15.03	\$ 6.22	
16			2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 37.54	\$ 15.03	\$ 6.22	
17			2-Wire Digital Zone 3 (Urban)	U2Q	\$ 34.91	\$ 15.03	\$ 6.22	
18			2-Wire Digital Zone 1(Rural) - UNE-P	RB8	\$ 46.09	NA	NA	
19			2-Wire Digital Zone 2 (Suburban) - UNE-P	RB8	\$ 37.54	NA	NA	
20			2-Wire Digital Zone 3 (Urban) - UNE-P	RB8	\$ 34.91	NA	NA	
21			2W Digital - UNE-P - NRC - all zones	NRFR3	NA	\$ 15.03	\$ 6.22	
22			DS1 Loop Zone 1(Rural)	U4D1X	\$ 63.41	\$ 76.26	\$ 41.52	
23			DS1 Loop Zone 2 (Suburban)	U4D1X	\$ 59.77	\$ 76.26	\$ 41.52	
24			DS1 Loop Zone 3 (Urban)	U4D1X	\$ 49.50	\$ 76.26	\$ 41.52	
25			DS1 Loop - Disconnect	NKCT2	NA	\$ 9.45	\$ 2.90	
26			DS1 Loop - Install - Zone 1(Rural) - UNE-P	RB6	\$ 63.41	NA	NA	
27			DS1 Loop - Install - Zone 2 (Suburban) - UNE-P	RB6	\$ 59.77	NA	NA	
28			DS1 Loop - Install- Zone 3 (Urban) - UNE-P	RB6	\$ 49.50	NA	NA	
29			DS1 Loop - UNE-P - NRC - all zones	NRFR4	NA	\$ 76.26	\$ 41.52	
30			DS3 Loop Zone 1 (Rural)	U4D3X	\$ 745.55	\$ 823.28	\$ 392.54	
31			DS3 Loop Zone (Suburban)	U4D3X	\$ 706.74	\$ 823.28	\$ 392.54	
32			DS3 Loop Zone 3 (Urban)	U4D3X	\$ 670.53	\$ 823.28	\$ 392.54	
33								
34		DSL Capable Loops						
35		2-Wire xDSL Loop	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 18.98	\$ 15.03	\$ 6.22	
36			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 13.65	\$ 15.03	\$ 6.22	
37			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 12.14	\$ 15.03	\$ 6.22	
38			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 18.98	\$ 15.03	\$ 6.22	
39			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 13.65	\$ 15.03	\$ 6.22	
40			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 12.14	\$ 15.03	\$ 6.22	
41			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 18.98	\$ 15.03	\$ 6.22	
42			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 13.65	\$ 15.03	\$ 6.22	
43			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 12.14	\$ 15.03	\$ 6.22	
44			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 18.98	\$ 15.03	\$ 6.22	
45			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 13.65	\$ 15.03	\$ 6.22	
46			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 12.14	\$ 15.03	\$ 6.22	
47			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 18.98	\$ 15.03	\$ 6.22	
48			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 13.65	\$ 15.03	\$ 6.22	
49			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 12.14	\$ 15.03	\$ 6.22	
50			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 18.98	\$ 15.03	\$ 6.22	
51			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 13.65	\$ 15.03	\$ 6.22	
52			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 12.14	\$ 15.03	\$ 6.22	
53		4-Wire xDSL Loop	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 36.06	\$ 15.03	\$ 6.22	
54			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 21.52	\$ 15.03	\$ 6.22	
55			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 15.86	\$ 15.03	\$ 6.22	
56			* USOCs used for inventory purpose only					
57								
58		IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 46.09	\$ 15.03	\$ 6.22	
59			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 37.54	\$ 15.03	\$ 6.22	
60			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 34.91	\$ 15.03	\$ 6.22	
61		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	

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SOUTHWESTERN BELL TELEPHONE L.P. d/b/a

SBC TEXAS

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APPENDIX PRICING/ALL TRAFFIC

SCHED OF PRICES

SBC TX/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
62			Loop Qualification Process - Manual	NRBXU	N/A	\$ 78.08	N/A	
63			Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
64		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 282.51	\$ 13.75	
65			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 282.51	\$ 13.75	
66			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 105.90	\$ 13.75	
67			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 730.25	\$ 39.48	
68			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$ 497.55	\$ 26.61	
69			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 180.68	\$ 26.61	
70			Removal of Excessive Bridged Taps	NRBXW	None	\$ 489.18	\$ 25.72	
71			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 244.59	\$ 12.86	
72			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 74.78	\$ 12.86	
73			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 1,213.80	\$ 44.86	
74			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 482.17	\$ 19.22	
75			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 178.89	\$ 19.22	
76			Removal of Load Coils	NRBXZ	None	\$ 766.05	\$ 19.14	
77			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 255.35	\$ 6.10	
78			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 104.11	\$ 6.10	
79			Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.	NRMRJ	None	\$ 218.87	None	
80			Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	None	\$ 566.59	None	
81			Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental	NRMRS	None	\$ 218.87	\$ 218.87	
82			Removal of All Bridged Tap DSL loops >17.5Kft. - per element incremental	NRMRM	None	\$ 218.87	\$ 218.87	
83								
84		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.60	\$ 57.75	\$ 57.75	
85			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	None	\$ 6.91	\$ 4.97	
86			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	None	\$ 29.56	\$ 29.56	
87		LST	LST performed on CODSLAM Loop	URCLD	None	\$ 215.65	None	
88			LST performed on Sub Loop	URCLB	None	\$ 208.59	None	
89		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.24	\$ 4.72	\$ 4.72	
90			2-Wire Analog Loop to Collocation (without testing)	UCXD2	None	\$ 6.91	\$ 4.97	
91			4-Wire Analog Loop to Collocation	UCXC4	\$ 2.49	\$ 29.56	\$ 29.56	
92			4-Wire Analog Loop to Collocation (without testing)	UCXD4	None	\$ 29.56	\$ 29.56	
93			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 1.24	\$ 4.72	\$ 4.72	
94			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	None	\$ 6.91	\$ 4.97	
95			DS1 Loop to Collocation	UDLY4	\$ 6.67	\$ 39.05	\$ 34.16	
96			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 19.24	\$ 115.45	\$ 81.61	
97		Sub-loop Unbundling	ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 1.36	None	None	
98			ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.23	None	None	
99			ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 1.19	None	None	
100			ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 14.11	None	None	
101			ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 6.78	None	None	
102			ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 4.55	None	None	

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SOUTHWESTERN BELL TELEPHONE L.P. d/b/a

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APPENDIX PRICING/ALL TRAFFIC

SCHED OF PRICES

SBC TX/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
103			ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 16.63	None	None	
104			ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 9.20	None	None	
105			ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAR	\$ 6.90	None	None	
106			SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 13.07	None	None	
107			SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 5.85	None	None	
108			SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 3.66	None	None	
109			SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 15.59	None	None	
110			SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 8.27	None	None	
111			SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 6.01	None	None	
112			Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 2.63	None	None	
113			Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 2.54	None	None	
114			Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 2.47	None	None	
115			ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 2.72	None	None	
116			ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.45	None	None	
117			ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 2.37	None	None	
118			ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 27.97	None	None	
119			ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 13.42	None	None	
120			ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 8.99	None	None	
121			ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 33.01	None	None	
122			ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 18.26	None	None	
123			ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 13.69	None	None	
124			SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 25.88	None	None	
125			SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 11.55	None	None	
126			SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 7.21	None	None	
127			SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 30.92	None	None	
128			SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 16.40	None	None	
129			SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 11.91	None	None	
130			Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 5.27	None	None	
131			Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 5.08	None	None	
132			Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 4.93	None	None	
133			ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 1.36	None	None	
134			ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.23	None	None	
135			ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 1.19	None	None	
136			ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 14.10	None	None	
137			ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 6.81	None	None	
138			ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 4.58	None	None	
139			ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 16.62	None	None	
140			ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 9.23	None	None	
141			ECS to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCR	\$ 6.93	None	None	
142			SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 13.06	None	None	
143			SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 5.88	None	None	
144			SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 3.69	None	None	
145			SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 15.57	None	None	
146			SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 8.30	None	None	
147			SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 6.04	None	None	
148			Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 2.63	None	None	
149			Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 2.54	None	None	
150			Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 2.47	None	None	
151			ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 2.72	None	None	
152			ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.45	None	None	
153			ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 2.37	None	None	
154			ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 27.96	None	None	
155			ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 13.45	None	None	
156			ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 9.03	None	None	
157			ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 33.00	None	None	
158			ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 18.29	None	None	
159			ECS to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGR	\$ 13.73	None	None	
160			SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 25.87	None	None	
161			SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 11.58	None	None	
162			SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 7.24	None	None	
163			SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 30.90	None	None	
164			SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 16.43	None	None	
165			SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 11.94	None	None	
166			Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 5.27	None	None	

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SBC TX/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
167			Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 5.08	None	None	
168			Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 4.93	None	None	
169		Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 242.15	\$ 91.77	
170			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 242.99	\$ 92.60	
171			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 242.15	\$ 91.77	
172			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 242.99	\$ 92.60	
173		Dedicated Transport (DT)	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 33.76	\$ 52.91	\$ 28.43	
174			DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 32.55	\$ 52.91	\$ 28.43	
175			DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 34.08	\$ 52.91	\$ 28.43	
176			DT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 44.32	\$ 52.91	\$ 28.43	
177			DT-DS1 Interoffice Transport, First Mile - Disconnect	NKCT8	NA	\$ 12.05	\$ 3.66	
178			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$ 0.1005	None	None	
179			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 0.1093	None	None	
180			DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$ 0.1343	None	None	
181			DT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 0.0968	None	None	
182			DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	\$ 199.77	\$ 81.05	\$ 65.73	
183			DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 179.53	\$ 81.05	\$ 65.73	
184			DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$ 194.60	\$ 81.05	\$ 65.73	
185			DT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 308.37	\$ 81.05	\$ 65.73	
186			DT-DS3 Interoffice Transport, First Mile - Disconnect	NKCT9	NA	\$ 12.05	\$ 3.66	
187			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	\$ 2.9127	None	None	
188			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 3.2041	None	None	
189			DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	\$ 3.9582	None	None	
190			DT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 2.7821	None	None	
191		Dedicated Transport Cross Connect	DS1 TO Collocation	UCXHX	\$ 7.51	\$ 57.08	\$ 40.49	
192			DS3 to Collocation	UCXJX	\$ 25.70	\$ 70.78	\$ 54.19	
193		Multiplexing	DS1 to VG	UM4BX	\$ 249.02	\$ 29.00	\$ 24.15	
194			DS1 to VG - Disconnect	NKCTC	None	\$ 2.46	\$ 1.68	
195			DS3 to DS1	UM4AX	\$ 322.06	\$ 41.71	\$ 20.01	
196			DS3 to DS1 - Disconnect	NKCT6	None	\$ 9.03	\$ 2.90	
197		Dark Fiber	Dark Fiber -Interoffice per strand	ULYCX	\$ 39.12	\$ 991.37	\$ 991.37	
198			Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.016297	None	None	
199			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.014145	None	None	
200			Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.012300	None	None	
201			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 4.60	\$ 48.59	\$ 48.59	
202			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 335.92	\$ 335.92	
203		Routine Modifications	Routine Modifications of Existing Facilities Charge	N3RUE	NA	ICB	NA	
204		800 Database	Toll Free Database Query	Not Applicable	\$ 0.0000980	None	None	
205			Call Handling and Destination	Not Applicable	\$ 0.0000181	None	None	
206		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 5.00	None	
207			Manual Change - Simple	NRBUO	None	\$ 5.00	None	
208			Manual Record - Simple	NRBUU	None	\$ 5.00	None	
209			Manual Disconnect - Simple	NRBUW	None	\$ 5.00	None	
210			Manual Suspend - Simple	NRBJZ	None	\$ 5.00	None	
211			Manual Restore - Simple	NRBJ9	None	\$ 5.00	None	
212			Manual Expedited - Simple	NRMV1	None	\$ 5.00	None	
213			Manual Customer Not Ready - Simple	NRMV5	None	\$ 5.00	None	
214			Manual Due Date Change or Cancellation - Simple	NRMV3	None	\$ 5.00	None	
215			Manual New - Complex	NRBUR	None	\$ 91.93	None	
216			Manual Change - Complex	NRBUP	None	\$ 62.56	None	
217			Manual Record - Complex	NRBUV	None	\$ 62.17	None	
218			Manual Disconnect - Complex	NRBUX	None	\$ 52.83	None	
219			Manual Suspend - Complex	NRBJ7	None	\$ 62.56	None	
220			Manual Restore - Complex	NRBJ8	None	\$ 62.56	None	
221			Manual Expedited - Complex	NRMV2	None	\$ 91.93	None	
222			Manual Customer Not Ready - Complex	NRMV6	None	\$ 91.93	None	

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Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
223			Manual Due Date Change or Cancellation - Comple	NRMV4	None	\$ 91.93	None	
224			Electronic New - Simple	NR9W2	None	\$ 2.58	None	
225			Electronic New - Complex	NRBGX	None	\$ 80.31	None	
226			Electronic Change - Simple	NR9GG	None	\$ 2.56	None	
227			Electronic Change - Complex	NR9G8	None	\$ 80.31	None	
228			Electronic Record - Simple	NR9GU	None	\$ 0.80	None	
229			Electronic Record - Complex	NR9G7	None	\$ 5.07	None	
230			Electronic Disconnect - Simple	NR9GZ	None	\$ 1.22	None	
231			Electronic Disconnect - Complex	NR9G9	None	\$ 27.45	None	
232			Electronic Suspend Simple	NRBJ5	None	\$ 2.56	None	
233			Electronic Restore Simple	NRBJ6	None	\$ 2.56	None	
234			Electronic Expedited Simple	NRMV7	None	\$ 2.58	None	
235			Electronic Expedited Complex	NRMVX	None	\$ 2.58	None	
236			Electronic Customer Not Ready Simple	NRMV9	None	\$ 2.58	None	
237			Electronic Customer Not Ready - Complex	NRMVY	None	\$ 2.58	None	
238			Electronic Due Date Change or Cancellation Simple	NRMV8	None	\$ 2.58	None	
239			Electronic Due Date Change or Cancellation Comple	NRMVZ	None	\$ 2.58	None	
240			PIC Change Charge	NRBL9	None	\$ 2.58	0.05	
241		OTHER						
242		Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37	None	None	
243			Directory Assistance Call Completion (DACC) - per cal	ZZUO7	\$ 0.15	None	None	
244			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	
245			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None	
246			Directory Assistance - Branding - Initial/Subsequent Loac	NRBDG	None	\$ 1,800.00	None	
247			Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None	None	
248			Directory Assistance - Rate Reference Initial Loac	NRBDL	None	\$ 2,200.00	None	
249			Directory Assistance - Rate Reference Subsequent Loac	NRBDM	None	\$ 1,000.00	None	
250			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.0585	None	
251			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.0585	None	
252			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	
253			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
254			Reverse Directory Assistance (RDA)	ZZUO8/ZZUO9	\$ 0.65	None	None	
255		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	\$ 0.15	None	None	
256			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.020	None	None	
257			Operator Services - Branding Initial/Subsequent Loac	NRBDG	None	\$ 1,800.00	None	
258			Operator Services - Branding Per call	ZZUCB	\$ 0.025	None	None	
259			Operator Services - Rate Reference - Initial Load	NRBDL	None	\$ 2,200.00	None	
260			Operator Services - Rate Reference - Subsequent Load	NRBDM	None	\$ 1,000.00	None	
261			Intralata Message Rating - Rate per initial loac	Not Applicable	None	\$ 602.86	None	
262			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 602.86	None	
263		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 7,500.00	None	
264			Provision of Message Detail a.k.a. Daily Usage File (DUF)	ASBS	\$ 0.000323	None	None	
265		BCR	Per interstate local message	Not Applicable	\$ 0.050	None	None	
266			Per local message	Not Applicable	\$ 0.080	None	None	
267		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.003	None	None	
268			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	
269			Hosting: Per Record Charge For Full Status RAO Company-National CMD5 Network	Not Applicable	\$ 0.005	None	None	
270			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.007	None	None	
271			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMD5 Network	Not Applicable	\$ 0.010	None	None	
272		Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
273			CH billing message - per message	Not Applicable	\$ 0.050	None	None	
274		Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 21.44	\$ 21.44	

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Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
275			Overtime - per half hour	MVV	None	\$ 28.01	\$ 28.01	
276			Premium Time - per half hour	MVV	None	\$ 34.59	\$ 34.59	
277		Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 21.44	\$ 21.44	
278			Overtime - per half hour	ALK, ALT, ALH	None	\$ 28.01	\$ 28.01	
279			Premium Time - per half hour	ALK, ALT, ALH	None	\$ 34.59	\$ 34.59	
280					Annual Rates			
281		Poles and Duct	Poles (\$/attachment/yr.)*		\$ 2.85			
282								
283			Per Foot Conduit Occupancy Fees					
284		(Structure)	Full Duct (\$/ft/yr.)		\$ 0.90			
285			Half Duct (\$/ft/yr)		\$ 0.45			
286								
287			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
288								
289								
290			Contract Administration Fee			\$ 125.00		
291			Administrative Record-Keeping Fee			\$ 125.00		
292								
293								
294			INTERCARRIER COMPENSATION					
295								
296			Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	ZZUR2	\$ 0.0007			
297								
298			Optional EAS Transport & Termination per MOU	ZZUR2	\$ 0.002487	None	None	
299								
300		RESALE			RESALE DISCOUNTS			
301			Business		RECURRING	NON-RECURRING		
302			LOCAL EXCHANGE SERVICE					
303			Business 1 Party		21.60%	21.60%		
304			Business - Multi-Line Hunting		21.60%	21.60%		
305			Business - Measured		21.60%	21.60%		
306			Business - Measured (HTG Class of Service)		21.60%	21.60%		
307			Customer Operated Pay Telephone (COPT)		21.60%	21.60%		
308								
309			EXPANDED LOCAL CALLING					
310			EMS - Optional		21.60%	21.60%		
311			Expanded Local Calling (Mandatory)		21.60%	21.60%		
312			Extended Area Calling Service - Optional		21.60%	21.60%		
313			Mandatory EACS - Hotel/Motel Measured Trunk		21.60%	21.60%		
314			Mandatory EACS - Multi-Line Hunting		21.60%	21.60%		
315			Mandatory EACS - One element measured, 1-party		21.60%	21.60%		
316			Mandatory EACS - PBX Trunk		21.60%	21.60%		
317			Mandatory Extended Area Calling Service (EACS)- 1 Party		21.60%	21.60%		
318								
319			VERTICAL SERVICES					
320			Anonymous Call Rejection		21.60%	21.60%		
321			Auto Redial		21.60%	21.60%		
322			Auto Redial - Usage Sensitive		21.60%	21.60%		
323			Call Blocker		21.60%	21.60%		
324			Call Forwarding		21.60%	21.60%		
325			Call Forwarding - Busy Line		21.60%	21.60%		
326			Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%		
327			Call Forwarding - Don't Answer		21.60%	21.60%		
328			Call Return		21.60%	21.60%		
329			Call Return - Usage Sensitive		21.60%	21.60%		
330			Call Trace		21.60%	21.60%		
331			Call Waiting		21.60%	21.60%		
332			Calling Name		21.60%	21.60%		

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Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
333			Calling Number		21.60%	21.60%		
334			ComCall®		21.60%	21.60%		
335			Personalized Ring (1 dependent number)		21.60%	21.60%		
336			Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%		
337			Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%		
338			Priority Call		21.60%	21.60%		
339			Remote Access to Call Forwarding		21.60%	21.60%		
340			Selective Call Forwarding		21.60%	21.60%		
341			Simultaneous Call Forwarding		21.60%	21.60%		
342			Speed Calling 8		21.60%	21.60%		
343			Speed Calling 30		21.60%	21.60%		
344			Three Way Calling		21.60%	21.60%		
345								
346			DID					
347			DID (First Block of 100 - Category 1)		21.60%	21.60%		
348			DID (First Block of 10 - Category 1)		21.60%	21.60%		
349			DID (Ea. adl. block of 10 after first 10 - Category 1)		21.60%	21.60%		
350			DID (Ea. adl. block of 100 after first 100 - Category 2)		21.60%	21.60%		
351			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		21.60%	21.60%		
352			DID (with dial pulse)		21.60%	21.60%		
353			DID (with Multifrequency)		21.60%	21.60%		
354			DID (with Dual-Tone Multifrequency)		21.60%	21.60%		
355			DID (1st 10 Trunks or access lines)		21.60%	21.60%		
356			DID (11th thru 50th trunk or network access line)		21.60%	21.60%		
357			DID (51st trunk or network access line)		21.60%	21.60%		
358								
359			TRUNKS					
360			Trunk		21.60%	21.60%		
361								
362			AIN					
363			Area Wide Networking		21.60%	21.60%		
364			Caller Intellidata®		21.60%	21.60%		
365			Disaster Routing Service		21.60%	21.60%		
366			Intelligent Redirectsm		21.60%	21.60%		
367			IntelliNumber		21.60%	21.60%		
368			Positive ID		21.60%	21.60%		
369								
370			OTHER					
371			Customer Alerting Enablement		21.60%	21.60%		
372			Grandfathered Services		21.60%	21.60%		
373			Hot Line		21.60%	21.60%		
374			Hunting		21.60%	21.60%		
375			Night Number associated with Telephone Number		21.60%	21.60%		
376			Night Number associated with a Terminal		21.60%	21.60%		
377			Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%		
378			Promotions (Greater than 90 days)		21.60%	21.60%		
379			Preferred Number Service		21.60%	21.60%		
380			Telebranch®		21.60%	21.60%		
381			TouchTone (Business)		21.60%	21.60%		
382			TouchTone (Trunk)		21.60%	21.60%		
383			Voice Dial		21.60%	21.60%		
384			Warm Line		21.60%	21.60%		
385								
386			Data Services					
387			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		21.60%	21.60%		
388			PBX Trunks		21.60%	21.60%		
389			DS3		21.60%	21.60%		
390								
391			ISDN					
392			Digilinesm (ISDN BRI)		21.60%	21.60%		
393			Select Video Plus®		21.60%	21.60%		

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394			Smart Trunksm (ISDN PRI)		21.60%	21.60%		
395			SuperTrunk		21.60%	21.60%		
396								
397			TOLL					
398			IntraLATA MTS		21.60%	21.60%		
399			MaxiMizer 800®		21.60%	21.60%		
400			OutWATS		21.60%	21.60%		
401								
402			OPTIONAL TOLL CALLING PLANS					
403			1+SAVERsm		21.60%	21.60%		
404								
405			PLEXAR®					
406			Plexar I®		21.60%	21.60%		
407			Plexar II®		21.60%	21.60%		
408			Plexar Custom		21.60%	21.60%		
409								
410			PRIVATE LINE					
411			Analog Private Lines		21.60%	21.60%		
412			Business Video Service		21.60%	21.60%		
413			DOVLink		21.60%	21.60%		
414			Frame Relay		21.60%	21.60%		
415			MegaLink I®		21.60%	21.60%		
416			MegaLink II®		21.60%	21.60%		
417			MegaLink III®		21.60%	21.60%		
418			MicroLink I®		21.60%	21.60%		
419			Network Reconfiguration Service		21.60%	21.60%		
420								
421			RESIDENCE					
422			LOCAL EXCHANGE SERVICE		RECURRING	NON-RECURRING		
423			Life Line and Link Up America Services		21.60%	21.60%		
424			Residence 1 Party		21.60%	21.60%		
425			Residence Measured		21.60%	21.60%		
426								
427			EXPANDED LOCAL CALLING					
428			Expanded Local Calling (Mandatory)		21.60%	21.60%		
429			Mandatory Extended Area Calling Service (EACS)- 1 Party		21.60%	21.60%		
430			Mandatory EACS - One element measured, 1 Party		21.60%	21.60%		
431			EMS - Optional		21.60%	21.60%		
432			Extended Area Calling Service - Optional		21.60%	21.60%		
433								
434			VERTICAL SERVICES					
435			Anonymous Call Rejection		21.60%	21.60%		
436			Auto Redial		21.60%	21.60%		
437			Auto Redial - Usage Sensitive		21.60%	21.60%		
438			Call Blocker		21.60%	21.60%		
439			Call Forwarding		21.60%	21.60%		
440			Call Forwarding - Busy Line		21.60%	21.60%		
441			Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%		
442			Call Forwarding - Don't Answer		21.60%	21.60%		
443			Call Return		21.60%	21.60%		
444			Call Return - Usage Sensitive		21.60%	21.60%		
445			Call Trace		21.60%	21.60%		
446			Call Waiting		21.60%	21.60%		
447			Calling Name		21.60%	21.60%		
448			Calling Number		21.60%	21.60%		
449			ComCall®		21.60%	21.60%		
450			Personalized Ring (1 dependent number)		21.60%	21.60%		
451			Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%		
452			Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%		
453			Priority Call		21.60%	21.60%		

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454			Remote Access to Call Forwarding		21.60%	21.60%		
455			Selective Call Forwarding		21.60%	21.60%		
456			Simultaneous Call Forwarding		21.60%	21.60%		
457			Speed Calling 8		21.60%	21.60%		
458			Three Way Calling		21.60%	21.60%		
459								
460			ISDN					
461			Digiline sm		21.60%	21.60%		
462								
463			OTHER					
464			Customer Alerting Enablement		21.60%	21.60%		
465			Grandfathered Services		21.60%	21.60%		
466			Hot Line		21.60%	21.60%		
467			Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%		
468			Promotions (Greater than 90 days)		21.60%	21.60%		
469			Preferred Number Service		21.60%	21.60%		
470			TouchTone		21.60%	21.60%		
471			Voice Dial		21.60%	21.60%		
472			Warm Line		21.60%	21.60%		
473								
474			OTHER (Resale)					
475								
476			Directory Assistance Services		21.60%	21.60%		
477			Local Operator Assistance Service		21.60%	21.60%		
478								
479			Branding - Resellers					
480			- Initial Load	NRBDG	NA	\$1,800.00		
481			- Subsequent Load	NRBDG	NA	\$1,800.00		
482			- Per Call	ZZUCB	\$ 0.02500	NA		
483			Rate Reference - Resellers					
484			- Initial Load	NRBDL	NA	\$2,200.00		
485			- Subsequent Load	NRBDM	NA	\$1,000.00		
486								
487			TOLL					
488			Home 800sm		21.60%	21.60%		
489			IntraLATA MTS		21.60%	21.60%		
490			900/976 Call Restriction		21.60%	21.60%		
491			976 Information Delivery Service		0%	0%		
492			Access Services		0%	0%		
493			Additional Directory Listings		21.60%	21.60%		
494			Bill Plus		5%	5%		
495			Cellular Mobile Telephone Interconnection Services		0%	0%		
496			Company Initiated Suspension Service		0%	0%		
497			Connections with Terminal Equipment and Communications Equipment		0%	0%		
498			Consolidated Billing		5%	5%		
499			Construction Charges		0%	0%		
500			Customer Initiated Suspension Service		0%	0%		
501			Distance Learning		21.60%	21.60%		
502			Exchange Connection Service		0%	0%		
503			Maintenance of Service Charges		0%	0%		
504			Shared Tenant Service		0%	0%		
505			Telecommunications Service Priority Systems		0%	0%		
506			Toll Restriction		21.60%	21.60%		
507								
508			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA		
509								
510			Simple conversion charge per billable number		NA	\$16.65		
511			Electronic conversion orders per billable number		NA	\$5.00		

UNE AECN:
RESALE AECN:
ACNA

PAGE 9 OF 10

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SBC TEXAS
April 5, 2005

APPENDIX PRICING/ALL TRAFFIC
SCHED OF PRICES
SBC TX/METROPOLITAN TELECOMMUNICATIONS D/B/A METTEL

Line	Change/ Updates	Service	Rate Element	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
512			Complex conversion orders per billable number		NA	\$52.55		

APPENDIX WP EXHIBIT I SBC TEXAS

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Albany			\$2.83	
Alpine			\$2.83	
Alvarado			\$2.83	
Angleton			\$2.83	
Anson			\$2.83	
Atlanta			\$2.83	
Aubrey			\$2.83	
Bastrop			\$2.83	
Beeville			\$2.83	
Bellville			\$2.83	
Borger			\$2.83	
Bowie			\$2.83	
Breckenridge			\$2.83	
Bridge City			\$2.83	
East Regional			\$2.83	
Cameron			\$2.83	
Canadian			\$2.83	
Carthage			\$2.83	
Center			\$2.83	
Chillicothe			\$2.83	
Childress			\$2.83	
Cisco			\$2.83	
Colorado City			\$2.83	
SE Texas Area			\$2.83	
Cotulla			\$2.83	
Crane			\$2.83	
Cuero			\$2.83	
Edna			\$2.83	
El Campo			\$2.83	
Elgin			\$2.83	
Farmersville			\$2.83	
Ft. Stockton			\$2.83	
Gainesville			\$2.83	
Goliad			\$2.83	
Graham			\$2.83	
Gruver			\$2.83	
Hempstead			\$2.83	
Hereford			\$2.83	
Hillsboro			\$2.83	
Jacksboro			\$2.83	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Jefferson			\$2.83	
Jewett			\$2.83	
Kenedy			\$2.83	
Kermit			\$2.83	
Kirbyville			\$2.83	
Lampasas			\$2.83	
Liberty			\$2.83	
Lockhart			\$2.83	
Luling			\$2.83	
Madisonville			\$2.83	
Marlin			\$2.83	
Mathis			\$2.83	
McLean			\$2.83	
Meridian			\$2.83	
Mexia			\$2.83	
Mineola			\$2.83	
Mineral Wells			\$2.83	
Monahans			\$2.83	
Mt. Pleasant			\$2.83	
Pampa			\$2.83	
Pearsall			\$2.83	
Pittsburg			\$2.83	
Pleasanton			\$2.83	
Port Arthur			\$2.83	
Quanah			\$2.83	
Refugio			\$2.83	
Rockdale			\$2.83	
Rockport			\$2.83	
Rotan			\$2.83	
San Augustine			\$2.83	
S Central			\$2.83	
Seminole			\$2.83	
Shamrock			\$2.83	
Sinton			\$2.83	
Smithville			\$2.83	
Snyder			\$2.83	
Stanton			\$2.83	
Strawn			\$2.83	
Sweetwater			\$2.83	
Taylor			\$2.83	
Timpson			\$2.83	
Uvalde			\$2.83	
Vernon			\$2.83	
Wharton			\$2.83	
Yoakum			\$2.83	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Yorktown			\$2.83	
Alice			\$5.99	
Bandera			\$5.99	
Bay City			\$5.99	
Big Spring			\$5.99	
Brazosport			\$5.99	
Cleburne			\$5.99	
Cleveland			\$5.99	
Corsicana			\$5.99	
Denison			\$5.99	
Ellis County Area			\$5.99	
Granbury			\$5.99	
Greater Hunt County			\$5.99	
Greater Orange/Bridge			\$5.99	
Huntsville			\$5.99	
S Greater Coastal Bend			\$5.99	
Marshall			\$5.99	
Nacogdoches			\$5.99	
Nederland			\$5.99	
New Braunfels			\$5.99	
Orange			\$5.99	
Paris-Honey Grove			\$5.99	
Plainview			\$5.99	
Sequin			\$5.99	
Texas City			\$5.99	
Weatherford			\$5.99	
Abilene			\$32.62	
Amarillo			\$32.62	
Beaumont			\$32.62	
El Paso			\$32.62	
Galveston			\$32.62	
Laredo			\$32.62	
Longview			\$32.62	
Lubbock			\$32.62	
McKinney Area			\$32.62	
Mid & South County			\$32.62	
Midland			\$32.62	
Odessa			\$32.62	
Temple			\$32.62	
Tyler			\$32.62	
Victoria			\$32.62	
Waco			\$32.62	
Wichita Falls			\$32.62	

Directory White Pages Price Sheet				
Directory			Price Per Single-Sided Informational Page	
Corpus Christi			\$323.37	
Rio Grande Valley			\$323.37	
Austin (Bus)			\$531.48	
Austin (Res)			\$531.48	
Ft. Worth			\$531.48	
San Antonio (Bus)			\$531.48	
San Antonio (Res)			\$531.48	
Dallas (Bus)			\$924.07	
Dallas (Res)			\$924.07	
Houston (Bus)			\$924.07	
Houston (Res)			\$924.07	

ATTACHMENT PERFORMANCE MEASUREMENTS

ATTACHMENT PERFORMANCE MEASUREMENTS

This Attachment 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 include 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)

APPENDIX

PERFORMANCE MEASUREMENTS BUSINESS RULES

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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:
$\Sigma(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	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)	95% in <= 10 seconds
Telephone Number Assignment – Specific Inquiry	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 2. Manual Intervention LSRs A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS B. Mechanized UNE xDSL Capable Loop (1-20) C. Mechanized UNE xDSL Capable Loop (>20) 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) 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) 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 3. ASRs A. Interconnection Facilities and Trunks B. Unbundled Dedicated Transport DS3s	1. Electronic – Electronic 95% within 45 minutes 2. 95% within A. 5 Hours B. 6 Hours C. 14 Hours D. 24 Hours E. 48 Hours F. Negotiated interval 3. 95% within A. 7 business days B. 5 business days C. 1 business days

C. Unbundled Dedicated Transport DS1s D. Projects	D. Negotiated Interval (Critical Z does not apply)
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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:
<u>Mechanized Rejects</u> 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.
<u>Manual Rejects Received Electronically</u> 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:
$\frac{(\# \text{ mechanized rejects returned within 1 hour} \div \text{total rejects}) * 100}{(\# \text{ electronic manual rejects returned within 6 hours of receipt of LSR} \div \text{total electronic manual rejects}) * 100}$	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:
$(\text{Number of orders jeopardized} \div \text{Number of orders confirmed}) * 100$	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%

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:
<u>POTS/UNE-P/Specials/UNES/LNP Loops/LNP Standalone</u> 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.
<u>Interconnection Trunks</u> 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:	
POTS - Field Work (FW) - Bus Class of Svc - Res Class of Svc - No Field Work (NFW) - Bus Class of Svc - Res Class of Svc - UNE-P -Field Work (FW) - UNE -P - No Field Work (NFW) 8.0dB Loops (standalone and loop with LNP) Resale Specials/UNE - DS0 (DDS, VGPL, 5 db loops, switch ports) - DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport - ISDN & BRI (resale, loops and ports) - DSL and Line Splitting	- Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) - Resale POTS parity between No Field Work compared to SBC Retail No Field Work (N, T, C order types). - UNE-P Parity between Field Work compared to SBC Retail Field Work (N, T, C order types) - UNE-P Parity between No Field Work compared to SBC Retail No Field Work. (N, T, C order types). 95% Resale Specials and UNEs 95% 95% in five days (Critical Z does not apply) 95% 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. <u>LNP only:</u> 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:	
<u>POTS/UNE-P/Specials/8.0 dB Loops</u> Percent N, T, and C orders with missed committed due dates due to lack of facilities.	
<u>UNEs</u> 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
<u>Resale Specials/UNEs:</u>	
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:
<u>POTS/UNE-P/Specials</u> Average calendar days from due date to completion date on company missed orders /circuit.
<u>UNEs/EELS</u> 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).
<u>Interconnection Trunks</u> 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:
$\Sigma(\text{Completion date} - \text{orders/committed circuits due date}) \div (\text{total \# of completed orders/posted circuits with a SBC caused missed due date})$	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)	6. 5 days
7. DSL and Line Splitting	7. 6 days
8. Line Sharing and IDSL	8. 6 days
9. EELS – DS0	9. 6 days
10. EELS – DS1	10. 6 days (Critical Z does not apply)
11. Interconnection Trunks	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 within 10 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 Field Work (FW) No Field Work (NFW) 3. 8.0dB Loop <u>Specials Resale/UNE</u> 4. DS0 (DDS, VGPL, 5 db Loops, & switch ports) 5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1 11. Stand Alone LNP	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 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. Compared to Retail POTS Business and Retail POTS Residence combined 4. 5% 5. 4% (Critical Z does not apply) 6. 5% 7. 5% 8. 5% 9. 8%, 5% in 6 months 10. 8%, 5% in 6 months (Critical Z does not apply) 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:	
<u>POTS/UNE-P</u> CLEC and SBC repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.	
<u>UNEs/EELS</u> 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.
<u>Specials Resale/UNE</u>	
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:	
<u>POTS/UNE-P</u>	
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."	
<u>UNE Loops</u>	
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:		
<u>POTS/UNE-P</u>		
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.		
<u>UNES/EELS and Specials</u>		
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.		
<u>Interconnection Trunks</u>		
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:		
<u>POTS and UNE-Ps</u>		
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.		
<u>Specials</u>		
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.		
<u>UNEs/EELS</u>		
The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.		
<u>Interconnection Trunks</u>		
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:
$\frac{\sum[(\text{Date and time SBC clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})]}{\div}$		Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.

Total network customer trouble reports	
Total trunk outage duration ÷ total trunk trouble reports	
Disaggregations and Benchmarks:	
1. <u>POTS</u> - Affecting Service - Out of Service - Dispatch - No Dispatch - Residence - Business	1. POTS – Parity with SBC Retail
2. <u>UNE-P</u> - 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. <u>8.0dB Loops</u> - Dispatch - No Dispatch	3. Compared to business and residence combined
<u>Specials Resale/UNE</u>	
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. <u>POTS</u> - <u>Residence</u>	1. Parity With SBC Retail POTS

- <u>Business</u> 2. <u>UNE-P</u> 3. <u>8.0dB Loop</u> <u>Resale Specials/UNEs:</u> 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport 6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1	2. Parity with SBC Retail Pots Business and Residence Combined 3. Compared to SBC Retail POTS business and residence combined 4. 10% 5. 15% 10% 6 months (Critical Z does not apply) 6. 10% 7. 7.5% 8. 7.5% 9. 10% 10. 15% 10% in 6 months (Critical Z does not apply)
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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 by 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:

$\frac{\{\text{Count of blocked calls} - \text{excluded blocked calls}\} \div \text{total calls offered} - \{\text{excluded blocked calls}\}}{\text{total calls offered} - \{\text{excluded blocked calls}\}} * 100$	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%]

71. Measurement:	
Common Transport Trunk Blockage	
Definition:	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
Exclusions:	
No data is collected on weekends or holidays	
Business Rules:	
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.	
Calculation:	Report Structure:
$\frac{\text{(Number of common transport trunk groups exceeding 2\%, 1\% blocking} \div \text{total common transport trunk groups)}}{\text{total common transport trunk groups}} * 100.$	Reported on local common transport trunk groups by state.
Disaggregations and Benchmarks:	
- Common trunk groups where CLECs share ILEC trunks - Common trunk groups for CLECs not shared by ILEC	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).

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:
$\frac{\text{(Count of trunk circuits held for greater than 30, 60 or 90 calendar days} \div \text{total trunk circuits)}}{\text{total trunk circuits}} * 100,$	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:
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) \div \text{total number of files}$	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 collocation projects) * 100	Reported for individual CLEC and all CLECs and SBC affiliate, by state
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	3
	11 – 20	7
	21+	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	3
	11 – 20	7
	21+	10
BRI Loop	1 -10	4
	11 – 20	10
	21+	Negotiate
DS1 Loop	1 – 20	5
	21+	Negotiate
Analog Line Port	ALL	2
Analog Trunk Port	ALL	2
DS1 Dedicated Transport	1 – 20	5
	21+	Negotiate
DS3 Dedicated Transport	1 – 20	5
	21+	Negotiate
ISDN – PRI Loop	1 – 20	5
	21+	10
Dark Fiber	1 – 20	5
	21+	Negotiate
Standalone INP	1 – 10	3
	11 – 20	7
	21+	10
DSL No-Line Sharing – Conditioned	ALL	10
DSL No-Line Sharing – Non-Conditioned	ALL	5
DSL Line Sharing – Conditioned	1 – 24	10
	25+	Negotiate
DSL Line Sharing – Non-Conditioned	1 – 24	3
	25+	Negotiate
Voice Over Data – Conditioned	ALL	10
Voice Over Data – Non-Conditioned	ALL	5
OCn – Loop	1 – 20	25Negotiate
	21+	
DSL with Line Splitting	1 – 20	5
	21+	Negotiate
EELS	1 – 20	5
	21+	Negotiate
Subtending Digital Direct Trunks	ALL	3
DS1 Digital Trunk Port DID	ALL	8
PRODUCT	QUANTITY	INTERVAL (DAYS)
RESOLD SPECIALS:		
DDS	1 – 8	7
	9+	Negotiate
DS1	1 – 5	7

	6+	Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8	5
	9 – 16	7
	17 – 24	9
	25+	Negotiate
BRI - RES	1 – 8	10
	9+	Negotiate
- BUS	1 – 8	5
	9+	Negotiate
PRI	24 – 120	9
	121+	Negotiate
UNE-P ISDN	1 – 8	5
	9+	Negotiate
OCn	ALL	Negotiate

APPENDIX-PRICING (WISCONSIN)

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APPENDIX PRICING (WISCONSIN)

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions only for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.3 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement, including but not limited to the term "Lawful UNE," as that term is defined and used in this Agreement.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.4 Replacement of Non-Interim Rates

Certain of the non-interim rates, prices and charges set forth in this Agreement may have been established by the Commission ("Commission-established Non-Interim Rate(s)"). All rates included in this Agreement that are not specifically excluded from treatment under this Section 1.4, or that are not marked as interim or as "TBD" (To Be Determined) shall be considered Commission-established Non-Interim Rates. If, during the Term of this Agreement the Commission or the FCC modifies a Commission-established Rate(s) in an order or docket that is established by the Commission or FCC to be generally applicable to the Interconnection, Unbundled Network Elements, Collocation, functions, facilities, Resale discounts, or products or services ("Products or Services") available under this Agreement (i.e. *not* an order or docket relating only to a specific complaint or interconnection agreement arbitration), either Party may provide written notice ("Rate Change Notice") to the other Party, **after the effective date of such order**, that it wishes for the modified Commission-established Non-Interim Rate(s), ("Modified Rate(s)") to replace and supersede the Commission-established Non-Interim Rate(s) already set forth in this Agreement. Following such Rate Change Notice by either Party, and without the need for any formal amendment or further Commission action, the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Modified Rate(s), pursuant to timeframes as specifically set forth in Sections 1.4.1 and 1.4.3, below, and the Modified Rate(s) will be deemed effective between the Parties as provided in Sections 1.4.1 and 1.4.3, below. Nonetheless, the Parties shall negotiate a conforming amendment which shall reflect that the Commission-established Non-Interim Rate(s) were replaced by the Modified Rate(s), and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Rate Change Notice, each Party shall issue to the other Party any adjustments that are necessary to reflect that the Modified Rate(s) became effective between the Parties as provided below:

- 1.4.1 If the Rate Change Notice is issued by a Party within ninety (90) days after the effective date of any such order, the Modified Rate(s) will be deemed effective between the Parties as of the effective date of the order, and **SBC WISCONSIN** will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Modified Rate(s) with the Commission-established Non-Interim Rate(s) for the period after the effective date of the order, in accordance herewith.

- 1.4.2 In the event that neither Party issues a Rate Change Notice to the other Party with respect to an order, the Commission-established Non-Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.4.3 In the event that a Party issues a Rate Change Notice under this Section 1.4, but not within ninety (90) days after the effective date of the order, then the Modified Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Modified Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of such amendment.
- 1.4.4 In the event the terms and conditions of this Section 1.4 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Rate Change Notice, and the Modified Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.4) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Commission-established Non-Interim Rate(s) with the Modified Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.4.
- 1.5 The Parties understand and agree that on May 9, 2003, the Public Utilities Act of Illinois was amended to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law"). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission ("ICC") apply the method and determine the rates ("ICC Rates"), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC's announcement of such adjusted rates, without further action. The Parties understand and agree that the rates in the attached Pricing Schedule are based upon SBC Illinois' obligations under FCC rules and regulations, and applicable ICC orders as they existed prior to the ICC's promulgation of rates, terms and conditions pursuant to the Illinois Law. The Parties understand and agree that the ICC Rates shall automatically apply to this Agreement, and shall replace and supersede any corresponding rates currently contained in this Agreement (for the state of Illinois only) as of the effective date of any such ICC order(s) upon the written request of either Party ("Written Notice"). As soon as practical following the Written Notice, SBC Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates, and SBC Illinois will issue any adjustments, as needed (e.g., billing of additional charges, billing credit adjustments), to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s) and to retroactively true-up the ICC Rates with the corresponding rates currently contained in this Agreement (for the state of Illinois only) for the period after the effective date of the applicable ICC order(s), in accordance herewith.
- 1.6 Replacement of Interim Rates
- Certain of the rates, prices and charges set forth in this Agreement may be denoted as interim rates ("Current Interim Rates"). Upon the effective date of a Commission Order establishing non-interim rates for any rates, prices, charges, Products or Services specifically identified herein as interim, either Party may, within ninety (90) days **after the effective date of such Commission order**, provide written notice ("Replacement Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established rate(s) ("Replacement Rates") to replace and supersede the Current Interim Rate counterpart(s) in this Agreement. Following such Replacement Rate Notice, and without the need for any formal amendment or further Commission action, **SBC WISCONSIN** will update CLEC's billing tables to replace the Current Interim Rates with their Replacement Rate(s) counterpart(s), as specified in the

Replacement Rate Notice. Nonetheless, the Parties shall negotiate a conforming amendment to reflect such Replacement Rates and shall submit such amendment to the Commission for approval.

- 1.6.1 If the Replacement Rate Notice is given within 90 days after the effective date of such order, then the Replacement Rate(s) shall apply as of the effective date of the order and SBC WISCONSIN will issue any adjustments that are appropriate (e.g., billing of additional charges, billing credit adjustments) to retroactively true-up the Replacement Rates with the Current Interim Rates for the period after the effective date of this Agreement, in accordance herewith.
- 1.6.2 In the event that neither Party issues a Rate Notice to the other Party with respect to an order, the Current Interim Rate(s) set forth in the Agreement shall continue to apply, notwithstanding the issuance of that order.
- 1.6.3 In the event that a Party issues a Rate Notice under this Section 1.6, but not within ninety (90) days after the effective date of the order, then the Replacement Rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such Replacement Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the Commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of such amendment.
- 1.6.4 In the event the terms and conditions of this Section 1.6 was not part of an approved and effective agreement between the Parties at the time the order became effective, either Party may still give a Replacement Rate Notice, and the Replacement Rate(s) shall be effective as of the date the Parties' Agreement (the Agreement containing this Section 1.6) becomes effective (following the date the Agreement is approved or deemed to have been approved by the Commission) and shall apply, beginning on the Agreement's effective date, on a prospective basis only. Further, the Party shall be foreclosed from replacing or otherwise superseding the Current Interim Rate(s) with the Replacement Rate(s) for any period prior to the effective date of the Agreement containing this Section 1.6.

1.7 Notice to Adopting CLECs

- 1.7.1 Notwithstanding anything to the contrary in this Appendix and Agreement, in the event that any other telecommunications carrier should adopt provisions in the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the non-interim and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between SBC WISCONSIN and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")) and on a prospective basis only. Nothing in this Agreement shall entitle an Adopting CLEC to any retroactive application of any rates under this Agreement to any date prior to the MFN Effective Date and any Adopting CLEC is foreclosed from making any such claim hereunder.

1.8 The following defines the zones found in this Appendix Pricing:

For Loops:

Access Area:

Total Access Lines:

- | | |
|---|--|
| A | See: Tariff 20, Part 4, Section 2, Sheet 2 |
| B | See: Tariff 20, Part 4, Section 2, Sheet 2 |
| C | See: Tariff 20, Part 4, Section 2, Sheet 2 |

- 1.9 SBC WISCONSIN's obligation to provide Interconnection, Lawful Unbundled Network Elements, Collocation, Resale discounts, functions, facilities, products or services ("Products or Services") under this Agreement does not extend to Products or Services for which rates, terms and conditions are not contained in this Agreement. Accordingly, to the extent a CLEC orders a Product or Service for which there are not rates, terms and conditions contained in this Agreement, SBC WISCONSIN may reject the order. In the

event such an order is rejected, and the Product or Service is appropriate for BFR treatment under the BFR provisions set forth in Appendix Lawful UNEs of this Agreement, the CLEC may submit a BFR, which will be evaluated pursuant to such BFR provisions. Alternatively, if the Product or Service is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the Product or Service, the CLEC may: (i) seek to adopt pursuant to Section 252(i) of the Act the rates, terms and conditions for such Product or Service (including any legitimately related terms) from a state commission approved Agreement in that state in which such Product or Service is available; or (ii) seek to amend this Agreement to incorporate rates, terms and conditions for the Product or Service into this Agreement, to the extent such Product or Service is still available at the time of the request. In the event that CLEC orders, and **SBC WISCONSIN** provisions, a Product or Service to CLEC for which there are not rates, terms and conditions in this Agreement, then CLEC understands and agrees that one of the following will occur:

- 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **SBC WISCONSIN**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then CLEC shall pay for the Product or Service at **SBC WISCONSIN**'s current generic contract rate for the Product or Service set forth in **SBC WISCONSIN**'s applicable state-specific generic pricing schedule as published on **SBC WISCONSIN**'s CLEC website; or
- 1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and **SBC WISCONSIN** may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.
- 1.9.3 **SBC WISCONSIN**'s provisioning of orders for such Products or Services is expressly subject to this Section 1.9 and in no way constitutes a waiver of **SBC WISCONSIN**'s right to charge and collect payment for such Products and/or Services.

1.10 Establishment of "TBD" Rates

- 1.10.1 When a rate, price or charge in this Agreement is noted as "To Be Determined" or "TBD" or is blank, the Parties understand and agree that when a rate, price or charge is established by **SBC WISCONSIN** for that Product or Service and incorporated into **SBC WISCONSIN**'s current state-specific generic pricing schedule as published on **SBC WISCONSIN**'s CLEC website, that rate(s) ("Established Rate") shall automatically apply to the Product or Service provided under this Agreement back to the effective date of this Agreement as to any orders CLEC submitted and **SBC WISCONSIN** provisioned for that Product or Service without the need for any additional modification(s) to this Agreement or further Commission action. **SBC WISCONSIN** shall provide written notice to CLEC of the application of the rate, price or charge that has been established, and the CLEC's billing tables will be updated to reflect (and CLEC will be charged) the Established Rate, and the Established Rate will be deemed effective between the Parties as of the effective date of the Agreement. The Parties shall negotiate a conforming amendment which shall reflect the Established Rate to ensure that the Agreement accurately reflects the specific Established Rate(s) that apply to such Product or Service pursuant to this Section 1.10, and shall submit such Amendment to the state commission for approval. In addition, as soon as is reasonably practicable after such Established Rate begins to apply, **SBC WISCONSIN** shall bill CLEC to reflect the application of the Established Rate retroactively to the effective date of the Agreement between the Parties.
- 1.10.2 **SBC WISCONSIN**'s provisioning of such orders for such Products or Services is expressly subject to this Section 1.10 and in no way constitutes a waiver of **SBC WISCONSIN**'s right to charge and collect payment for such Products and/or Services.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1)

month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for Lawful UNEs provided under the BFR process, as set forth in the Lawful UNEs Appendix of this Agreement.

- 2.2 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SBC WISCONSIN will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SBC WISCONSIN will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each Lawful UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the SBC WISCONSIN network, without any changes to SBC WISCONSIN's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the applicable access tariffs. This charge also applies to point code information provided by CLEC allowing others to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to SBC WISCONSIN to process a request for installation, disconnection, rearrangement, changes to or record orders for Lawful UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. BILLING

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

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	SBC Non Recurring Additional
1	NETWORK ELEMENTS				
2	Loops				
3	2-Wire Analog - Rural (Access Area C)	U2HXC	\$ 16.02	See NRC Prices Below	
4	2-Wire Analog - Suburban (Access Area B)	U2HXB	\$ 13.33	See NRC Prices Below	
5	2-Wire Analog - Metro (Access Area A)	U2HXA	\$ 11.69	See NRC Prices Below	
6	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	U2WXC	\$ 17.34	See NRC Prices Below	
7	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	U2WXB	\$ 14.44	See NRC Prices Below	
8	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	U2WXA	\$ 12.26	See NRC Prices Below	
9	2-Wire Ground Start, PBX - Rural (Access Area C)	U2JXC	\$ 17.34	See NRC Prices Below	
10	2-Wire Ground Start, PBX - Suburban (Access Area B)	U2JXB	\$ 14.44	See NRC Prices Below	
11	2-Wire Ground Start, PBX - Metro (Access Area A)	U2JXA	\$ 12.26	See NRC Prices Below	
12	2-Wire COPTS Coin - Rural (Access Area C)	U2CXC	\$ 17.73	See NRC Prices Below	
13	2-Wire COPTS Coin - Suburban (Access Area B)	U2CXB	\$ 14.80	See NRC Prices Below	
14	2-Wire COPTS Coin - Metro (Access Area A)	U2CXA	\$ 12.55	See NRC Prices Below	
15	2-Wire EKL - Rural (Access Area C)	U2KXC	\$ 21.17	See NRC Prices Below	
16	2-Wire EKL - Suburban (Access Area B)	U2KXB	\$ 17.99	See NRC Prices Below	
17	2-Wire EKL - Metro (Access Area A)	U2KXA	\$ 15.08	See NRC Prices Below	
18	Conditioning for dB Loss				
19	4-Wire Analog - Rural (Access Area C)	U4HXC	\$ 38.61	See NRC Prices Below	
20	4-Wire Analog - Suburban (Access Area B)	U4HXB	\$ 32.52	See NRC Prices Below	
21	4-Wire Analog - Metro (Access Area A)	U4HXA	\$ 27.37	See NRC Prices Below	
22	2-Wire Digital - Rural (Access Area C)	U2QXC	\$ 21.99	See NRC Prices Below	
23	2-Wire Digital - Suburban (Access Area B)	U2QXB	\$ 18.39	See NRC Prices Below	
24	2-Wire Digital - Metro (Access Area A)	U2QXA	\$ 15.55	See NRC Prices Below	
25	Service Coord. Fee per account, per CO		\$ 1.77		
26	DS1 Loop - Rural (Access Area C)	4U1XC	\$ 52.82	See NRC Prices Below	
27	DS1 Loop - Suburban (Access Area B)	4U1XB	\$ 54.41	See NRC Prices Below	
28	DS1 Loop - Metro (Access Area A)	4U1XA	\$ 45.11	See NRC Prices Below	
29	DS3 Loop - Rural (Access Area C)	U4D3C	\$ 880.30	See NRC Prices Below	
30	DS3 Loop - Suburban (Access Area B)	U4D3B	\$ 853.21	See NRC Prices Below	
31	DS3 Loop - Metro (Access Area A)	U4D3A	\$ 742.82	See NRC Prices Below	
32					
33					
34	DSL Capable Loops				
35	2-Wire xDSL Loop				
36	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	2SLA3	\$ 13.33	See NRC Prices Below	
37	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	2SLA2	\$ 12.33	See NRC Prices Below	
38	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	2SLA1	\$ 11.85	See NRC Prices Below	
39					
40	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	2SLC3	\$ 13.33	See NRC Prices Below	
41	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	2SLC2	\$ 12.33	See NRC Prices Below	
42	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	2SLC1	\$ 11.85	See NRC Prices Below	
43					
44	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	2SLB3	\$ 13.33	See NRC Prices Below	
45	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	2SLB2	\$ 12.33	See NRC Prices Below	
46	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	2SLB1	\$ 11.85	See NRC Prices Below	
47					
48	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	2SLD3	\$ 13.33	See NRC Prices Below	
49	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	2SLD2	\$ 12.33	See NRC Prices Below	
50	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	2SLD1	\$ 11.85	See NRC Prices Below	
51					
52	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	UWRA3	\$ 13.33	See NRC Prices Below	
53	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	UWRA2	\$ 12.33	See NRC Prices Below	
54	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	UWRA1	\$ 11.85	See NRC Prices Below	
55					
56	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	2SLF3	\$ 13.33	See NRC Prices Below	
57	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	2SLF2	\$ 12.33	See NRC Prices Below	
58	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	2SLF1	\$ 11.85	See NRC Prices Below	
59	4-Wire xDSL Loop				
60	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	4SL13	\$ 24.53	See NRC prices below	
61	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	4SL12	\$ 22.42	See NRC prices below	
62	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	4SL11	\$ 21.25	See NRC prices below	
63					
64	IDSL Capable Loop				
65	IDSL Loop Access Area C - Rural	UY5FC	\$ 21.99	See NRC Prices Below	
66	IDSL Loop Access Area B - Suburban	UY5FB	\$ 18.39	See NRC Prices Below	
67	IDSL Loop Access Area A - Metro	UY5FA	\$ 15.55	See NRC Prices Below	
68					
69	Loop Qualification Process				
70	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A
71	Loop Qualification Process - Manual	NRBXU	N/A	\$ 26.12	N/A
72	Loop Qualification Process - Detailed Manual	TBD	N/A	TBD	N/A
73					
74	DSL Conditioning Options - >12KFT and < 17.5KFT				
75	Removal of Repeater Options	NRBXV	N/A	\$0.00	N/A
76	Removal Bridged Tap Option	NRBXW	N/A	\$0.00	N/A
77	Removal of Load Coil	NRBXZ	N/A	\$0.00	N/A
78	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
79	Removal of Repeater Options	NRBNL	N/A	\$0.00	N/A
80	Removal Bridged Tap Option	NRBNK	N/A	\$0.00	N/A
81	Removal of Load Coil	NRBNJ	N/A	\$0.00	N/A
82					
83	Removal of All or NON-Excessive Bridged Tap (RABT) - MMP				
84	<17.5Kft.	NRMRJ	N/A	\$0.00	
85	Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.	NRMRP	N/A	\$0.00	
86	- per element incremental	NRMRS	N/A	\$0.00	
87	incremental	NRMRM	N/A	\$ -	

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	SBC Non Recurring Additional
88	Loop Non-Recurring Charges				
89	Bus Service Order - Establish	SEPUP		\$ 0.07	
90	Bus Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
91	Bus Service Order - Add/Change	REAH9		\$ 0.07	
92	Bus Line Connection - Stand alone UNE loop	SEPUC		\$ 30.64	
93	Bus Line Connection - Stand alone UNE loop - Disconnect	NR9OG		\$ 3.86	
94	Bus Line Connection Add/Change	REAH5		\$ 30.64	
95	Bus Record Work Only	NR9UP		\$ 0.04	
96	Res Service Order - Establish	SEPUP		\$ 0.07	
97	Res Service Order - Establish - Disconnect	NR9OE		\$ 0.04	
98	Res Service Order - Add/Change	REAH9		\$ 0.07	
99	Res Line Connection	SEPUC		\$ 30.64	
100	Res Line Connection - Disconnect	NR9OG		\$ 3.86	
101	Res Line Connection Add/Change	REAH5		\$ 30.64	
102	Res Record Work Only	NR9UP		\$ 0.04	
103					
104	DS1 Loop Non-Recurring Charges				
105	Administrative Charge - per order	NR9OR		\$ 138.62	
106	Administrative Charge - per order - Disconnect	NR9OT		\$ 55.72	
107	Design & Central Office Connection Charge-per circuit	NR9OU		\$ 433.60	
108	Design & Central Office Connection Charge-per circuit - Disconnect	NR9OV		\$ 81.11	
109	Customer Connection Charge per Termination	NR9OW		\$ 179.90	
110					
111	DS3 Loop Non-Recurring Charges				
112	Administrative Charge - per order	NR9OY	N/A	\$ 183.10	N/A
113	Administrative Charge - Disconnect Order	NR9OZ	NA	\$ 39.93	
114	Design & Central Office Connection Charge, per circuit	NR9O1	N/A	\$ 575.14	N/A
115	Design & Central Office Connection Charge, per circuit - Disconnect	NR9O2	NA	\$ 82.92	
116	Customer Connection Charge per Termination	NR9O3	N/A	\$ 204.37	N/A
117	SUB-LOOPS				
118	ECS to SAI sub-loop				
119	2 Wire Analog - area A	PENDING	\$ 1.28	See NRC prices below	
120	2 Wire Analog - area B	PENDING	\$ 1.20	See NRC prices below	
121	2 Wire Analog - area C	PENDING	\$ 1.16	See NRC prices below	
122	4 Wire Analog - area A	PENDING	\$ 2.55	See NRC prices below	
123	4 Wire Analog - area B	PENDING	\$ 2.37	See NRC prices below	
124	4 Wire Analog - area C	PENDING	\$ 2.29	See NRC prices below	
125	2 Wire DSL Compatible - area A	PENDING	\$ 1.28	See NRC prices below	
126	2 Wire DSL Compatible - area B	PENDING	\$ 1.20	See NRC prices below	
127	2 Wire DSL Compatible - area C	PENDING	\$ 1.16	See NRC prices below	
128	4 Wire DSL Compatible - area A	PENDING	\$ 2.55	See NRC prices below	
129	4 Wire DSL Compatible - area B	PENDING	\$ 2.37	See NRC prices below	
130	4 Wire DSL Compatible - area C	PENDING	\$ 2.29	See NRC prices below	
131	ECS to Terminal sub-loop				
132	2 Wire Analog - area A	PENDING	\$ 5.05	See NRC prices below	
133	2 Wire Analog - area B	PENDING	\$ 6.05	See NRC prices below	
134	2 Wire Analog - area C	PENDING	\$ 9.79	See NRC prices below	
135	4 Wire Analog - area A	PENDING	\$ 10.09	See NRC prices below	
136	4 Wire Analog - area B	PENDING	\$ 12.05	See NRC prices below	
137	4 Wire Analog - area C	PENDING	\$ 19.54	See NRC prices below	
138	2 Wire DSL Compatible - area A	PENDING	\$ 5.05	See NRC prices below	
139	2 Wire DSL Compatible - area B	PENDING	\$ 6.05	See NRC prices below	
140	2 Wire DSL Compatible - area C	PENDING	\$ 9.79	See NRC prices below	
141	4 Wire DSL Compatible - area A	PENDING	\$ 10.09	See NRC prices below	
142	4 Wire DSL Compatible - area B	PENDING	\$ 12.05	See NRC prices below	
143	4 Wire DSL Compatible - area C	PENDING	\$ 19.54	See NRC prices below	
144	ECS to NID sub-loop				
145	2 Wire Analog - area A	PENDING	\$ 5.80	See NRC prices below	
146	2 Wire Analog - area B	PENDING	\$ 6.81	See NRC prices below	
147	2 Wire Analog - area C	PENDING	\$ 10.62	See NRC prices below	
148	4 Wire Analog - area A	PENDING	\$ 11.56	See NRC prices below	
149	4 Wire Analog - area B	PENDING	\$ 13.56	See NRC prices below	
150	4 Wire Analog - area C	PENDING	\$ 21.22	See NRC prices below	
151	2 Wire DSL Compatible - area A	PENDING	\$ 5.80	See NRC prices below	
152	2 Wire DSL Compatible - area B	PENDING	\$ 6.81	See NRC prices below	
153	2 Wire DSL Compatible - area C	PENDING	\$ 10.62	See NRC prices below	
154	4 Wire DSL Compatible - area A	PENDING	\$ 11.56	See NRC prices below	
155	4 Wire DSL Compatible - area B	PENDING	\$ 13.56	See NRC prices below	
156	4 Wire DSL Compatible - area C	PENDING	\$ 21.22	See NRC prices below	
157	SAI to Terminal sub-loop				
158	2 Wire Analog - area A	PENDING	\$ 4.88	See NRC prices below	
159	2 Wire Analog - area B	PENDING	\$ 5.83	See NRC prices below	
160	2 Wire Analog - area C	PENDING	\$ 9.66	See NRC prices below	
161	4 Wire Analog - area A	PENDING	\$ 9.75	See NRC prices below	
162	4 Wire Analog - area B	PENDING	\$ 11.66	See NRC prices below	
163	4 Wire Analog - area C	PENDING	\$ 19.29	See NRC prices below	
164	2 Wire DSL Compatible - area A	PENDING	\$ 4.88	See NRC prices below	
165	2 Wire DSL Compatible - area B	PENDING	\$ 5.83	See NRC prices below	
166	2 Wire DSL Compatible - area C	PENDING	\$ 9.66	See NRC prices below	
167	4 Wire DSL Compatible - area A	PENDING	\$ 9.75	See NRC prices below	
168	4 Wire DSL Compatible - area B	PENDING	\$ 11.66	See NRC prices below	
169	4 Wire DSL Compatible - area C	PENDING	\$ 19.29	See NRC prices below	
170	SAI to NID sub-loop				
171	2 Wire Analog - area A	PENDING	\$ 5.61	See NRC prices below	
172	2 Wire Analog - area B	PENDING	\$ 6.61	See NRC prices below	
173	2 Wire Analog - area C	PENDING	\$ 10.49	See NRC prices below	
174	4 Wire Analog - area A	PENDING	\$ 11.22	See NRC prices below	
175	4 Wire Analog - area B	PENDING	\$ 13.16	See NRC prices below	
176	4 Wire Analog - area C	PENDING	\$ 20.97	See NRC prices below	
177	2 Wire DSL Compatible - area A	PENDING	\$ 5.61	See NRC prices below	
178	2 Wire DSL Compatible - area B	PENDING	\$ 6.61	See NRC prices below	
179	2 Wire DSL Compatible - area C	PENDING	\$ 10.49	See NRC prices below	
180	4 Wire DSL Compatible - area A	PENDING	\$ 11.22	See NRC prices below	

Line	WISCONSIN		USOC	SBC Recurring		SBC Non Recurring	
				Monthly	Initial	Additional	
181		4 Wire DSL Compatible- area B	PENDING	\$ 13.16			See NRC prices below
182		4 Wire DSL Compatible- area C	PENDING	\$ 20.97			See NRC prices below
183		Terminal to NID sub-loop					
184		2 Wire Analog - area A	PENDING	\$ 1.14			See NRC prices below
185		2 Wire Analog - area B	PENDING	\$ 1.15			See NRC prices below
186		2 Wire Analog - area C	PENDING	\$ 1.23			See NRC prices below
187		4 Wire Analog - area A	PENDING	\$ 2.25			See NRC prices below
188		4 Wire Analog - area B	PENDING	\$ 2.30			See NRC prices below
189		4 Wire Analog - area C	PENDING	\$ 2.47			See NRC prices below
190		2 Wire DSL Compatible - area A	PENDING	\$ 1.14			See NRC prices below
191		2 Wire DSL Compatible- area B	PENDING	\$ 1.15			See NRC prices below
192		2 Wire DSL Compatible - area C	PENDING	\$ 1.23			See NRC prices below
193		4 Wire DSL Compatible - area A	PENDING	\$ 2.25			See NRC prices below
194		4 Wire DSL Compatible- area B	PENDING	\$ 2.30			See NRC prices below
195		4 Wire DSL Compatible- area C	PENDING	\$ 2.47			See NRC prices below
196		NID sub-loop element					
197		2 Wire Analog - area A	PENDING	TBD			See NRC prices below
198		2 Wire Analog - area B	PENDING	TBD			See NRC prices below
199		2 Wire Analog - area C	PENDING	TBD			See NRC prices below
200		4 Wire Analog - area A	PENDING	TBD			See NRC prices below
201		4 Wire Analog - area B	PENDING	TBD			See NRC prices below
202		4 Wire Analog - area C	PENDING	TBD			See NRC prices below
203		2 Wire DSL - area A	PENDING	TBD			See NRC prices below
204		2 Wire DSL - area B	PENDING	TBD			See NRC prices below
205		2 Wire DSL - area C	PENDING	TBD			See NRC prices below
206		4 Wire DSL - area A	PENDING	TBD			See NRC prices below
207		4 Wire DSL - area B	PENDING	TBD			See NRC prices below
208		4 Wire DSL - area C	PENDING	TBD			See NRC prices below
209		2 Wire ISDN Compatible - area A	PENDING	TBD			See NRC prices below
210		2 Wire ISDN Compatible - area B	PENDING	TBD			See NRC prices below
211		2 Wire ISDN Compatible - area C	PENDING	TBD			See NRC prices below
212		4 Wire DS1 Compatible - area A	PENDING	TBD			See NRC prices below
213		4 Wire DS1 Compatible - area B	PENDING	TBD			See NRC prices below
214		4 Wire DS1 Compatible - area C	PENDING	TBD			See NRC prices below
215		DS3 compatible subloop - area A	PENDING	TBD			See NRC prices below
216		DS3 compatible subloop - area B	PENDING	TBD			See NRC prices below
217		DS3 compatible subloop - area C	PENDING	TBD			See NRC prices below
218		Sub-Loop Non-Recurring Charges					
219		2-Wire Analog Sub-Loop	PENDING		\$ 137.70		
220		2-Wire Analog Sub-Loop - Disconnect	PENDING		\$ 52.99		
221		4-Wire Analog Sub-Loop	PENDING		\$ 138.64		
222		4-Wire Analog Sub-Loop - Disconnect	PENDING		\$ 52.99		
223		2-Wire xDSL Digital Sub-Loop	PENDING		\$ 148.38		
224		2-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$ 52.98		
225		4-Wire xDSL Digital Sub-Loop	PENDING		\$ 152.36		
226		4-Wire xDSL Digital Sub-Loop - Disconnect	PENDING		\$ 53.24		
227		2-Wire ISDN Digital Sub-Loop	PENDING		\$ 176.96		
228		2-Wire ISDN Digital Sub-Loop - Disconnect	PENDING		\$ 52.98		
229		4-Wire DS1 Digital Sub-Loop	PENDING		\$ 346.37		
230		4-Wire DS1 Digital Sub-Loop - Disconnect	PENDING		\$ 78.59		
231							
232		Service Order Charge					
233		Establish, per occasion	PENDING		\$ 0.07		
234		Establish, per occasion - Disconnect	PENDING		\$ 0.04		
235		Add or change, per occasion	PENDING		\$ 0.07		
236		Record Work Only	PENDING		\$ 0.04		
237		Line Connection Charge					
238		per occasion	PENDING		\$ 30.64		
239		per occasion - Disconnect	PENDING		\$ 3.86		
240							
241		LST					
242		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLD	NA	\$ 160.08		
243		Line & Station Transfer(LST) performed on CODSLAM Loop	URCLB	NA	\$ 141.25		
244							
245		LNP					
246		Local Number Portability	NSR	\$0.00			
247							
248		Cross Connects					
249		2-Wire	CXCT2	\$ 0.19	NA	NA	
250		4-Wire	CXCT4	\$ 0.38	NA	NA	
251		DS1/LT1	CXCDX	\$ 0.52	NA	NA	
252		DS3/LT3	CXC8X	\$ 0.96	NA	NA	
253		DS3 C.O. Cross-Connect to Collocation	CXCBX	\$ 25.89			
254		Dedicated Transport					
255		Interoffice Transport:					
256		DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 18.49			
257		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 2.19			
258		DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4X1-X3	\$ 191.33			
259		Interoffice Mileage - Per Mile - All Zones	1YZX1-X3	\$ 33.29			
260		Interoffice Mileage Termination - Per Point of Termination - All Zones	CZ4W1-W3	\$ 191.33			
261		Interoffice Mileage - Per Mile - All Zones	1YZB1-B3	\$ 33.29			
262							
263		Multiplexing					
264		DS1 to Voice Grade	QMVX1-X3	\$ 342.91			
265		DS3 to DS1	QM3X1-X3	\$ 473.51			
266							
267		Dedicated Transport Cross Connects					
268		DS1	CXCDX	\$ 0.52			
269		DS3	CXCEX	\$ 0.96			
270							
271		Dark Fiber Loop					
272		Dark Fiber Interoffice					
273		Dark Fiber Interoffice Termination (Per Termination per Fiber)	ULYCX	\$ 30.41			
274		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	ULNCF	\$ 0.003315			
275		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	UKCJX	\$ 2.69			
276		Inquiry (Per Request)					
277		Dark Fiber Interoffice Transport - NRC	NR9D6		\$ 284.17		
278		FIRM ORDER (Per Fiber Strand)					
279		Administrative per Order					

Line					SBC Recurring	SBC Non Recurring
	WISCONSIN			USOC	Monthly	Initial Additional
280		Connect	NRB51		\$	10.97
281		Disconnect	N49H2		\$	12.73
282		Dark Fiber Interoffice Transport - NRC				
283		Connect	NRB54		\$	411.80
284		Disconnect	NR9H5		\$	106.10
285						
286		<u>Dedicated Transport Optional Features & Functions</u>				
287	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	CLYX1-X3	NA	\$	271.14
288		Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconne	PENDING		\$	63.91
289						
290		<u>Dedicated Transport Installation & Rearrangement Charges</u>				
291	DS1	Administration Charge - Per Order	ORCMX	NA	\$	346.87 NA
292		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$	543.56 NA
293		Carrier Connection Charge - Per Order	NRBBL	NA	\$	516.53 NA
294	DS3	Administration Charge - Per Order	ORCMX	NA	\$	266.67 NA
295		Design & Central Office Connection Charge - Per Circuit	NRBCL	NA	\$	578.43 NA
296		Design & Central Office Connection Charge - Per Circuit	NRBC4	NA	\$	578.43 NA
297		Carrier Connection Charge - Per Order	NRBBL	NA	\$	345.33 NA
298		Carrier Connection Charge - Per Order	NRBDT	NA	\$	345.33 NA
299						
300		<u>Routine Modifications</u>				
301		Routine Modifications of Existing Facilities Charge	N3RUE	NA		ICB NA
302						
303		<u>Maintenance of Service Charge</u>	VRP	NA	\$	71.00 NA
304						
305						

Line	WISCONSIN		USOC	SBC Recurring Monthly	SBC Non Recurring Initial	SBC Non Recurring Additional
306	OTHER					
307						
308	Directory Assistance					
309						
310		Facility-based DA				
311		Directory Assistance/National Directory Assistance/Reverse DA, per call	OPEN	\$ 0.35	NA	NA
312		Directory Assistance Call Completion (DACC)	OPEN	\$ 0.15	NA	NA
313						
314		Branding - Other - Initial/Subsequent Load	OPEN		\$ 1,800.00	
315		- per call	OPEN	\$ 0.025		
316						
317		Branding - Facility Based - Initial/Subsequent Load				
318		- Branding, per trunk group	OPEN	NA	\$ 800.00	NA
319						
320		Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
321		Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
322						
323						
324						
325						
326	DA Listings					
327	DA Listing License					
328		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
329		- per listing for initial load	OPEN	NA	\$ 0.040	NA
330		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
331		Option #2 Full File (all states inclusive) Billable Release				
332		- per listing for initial load	OPEN	NA	\$ 0.020	NA
333		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
334		- per usage/query	OPEN	NA	\$ 0.020	NA
335		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
336		- per listing for initial load	OPEN	NA	\$ 0.050	NA
337		- per listing for subsequent updates	OPEN	NA	\$ 0.060	NA
338		Option #4 Pick & Choose (by state) Billable Release				
339		- per listing for initial load	OPEN	NA	\$ 0.020	NA
340		- per listing for subsequent updates	OPEN	NA	\$ 0.030	NA
341		- per usage/query	OPEN	NA	\$ 0.020	NA
342						
343	Operator Services					
344		Fully Automated Call Processing, per occurrence	OPEN	\$ 0.15	NA	NA
345		Operator Assisted Call Processing, per work second	OPEN	\$ 0.02	NA	NA
346						
347		Branding - Other - Initial/Subsequent Load	OPEN		1,800.00	
348		- per call	OPEN	\$ 0.025		
349						
350		Branding - Facility Based - Initial/Subsequent Load				
351		- per trunk group	OPEN	NA	\$ 800.00	NA
352						
353		Operator Services - Rate Reference - Initial Load	OPEN	NA	\$ 2,200.00	NA
354		Operator Services - Rate Reference - Subsequent Load	OPEN	NA	\$ 1,000.00	NA
355						
356		Ancillary Message Billing Compensation (Per Message)	OPEN	\$ 0.03	NA	NA
357						
358	Structure Access - Poles & Ducts			Annually		
359		Per Pole attachment*	OPEN	\$ 3.03		
360		Per Foot of innerduct	OPEN	\$ 0.31		
361		Application fee	OPEN		\$ 200.00	
362						
363	Emergency Number Service Access					
364		911 Selective Router Interconnection				
365		- Digital DS1 Interface		333.02	\$ 1,231.58	
366		-Each DSO installed	OPEN	NA	\$ 642.28	
367		-Analog Channel Interface	EVG9X	\$ 26.29	\$ 737.59	
368		ANI/ALI/SR and Database Management				
369		- Per 100 records, rounded up to nearest 100	9S89X	\$ 3.75	\$ 642.78	
370		-Access Routing File (CD-ROM)	OPEN	\$ 23.39		
371		911 Selective Router Switch Administration				
372		-Per Selective Router	OPEN	\$ 6.05	\$ 2,318.07	
373						
374		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
375		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
376						
377		Daily Usage Feed(DUF),per message	USAGE	\$ 0.000531		
378						
379	INTERCARRIER COMPENSATION					
380		Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	USAGE	\$ 0.0007		
381						

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	Additional
382					
383	RESALE		RECURRING	NON-RECURRING	
384	BUSINESS				
385	LOCAL EXCHANGE SERVICE				
386	Business 1 Party	RESALE	17.50%	27.50%	
387	Business - Measured	RESALE	17.50%	27.50%	
388	Customer Operated Pay Telephone (COPT)	RESALE	17.50%	27.50%	
389					
390	EXPANDED LOCAL CALLING				
391	Extended Area Service	RESALE	20.00%	20.00%	
392					
393	VERTICAL SERVICES				
394	Anonymous Call Rejection	RESALE	25.00%	25.00%	
395	Repeat Dialing (Auto Redial)	RESALE	25.00%	25.00%	
396	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	RESALE	25.00%	25.00%	
397	Call Blocker	RESALE	25.00%	25.00%	
398	Call Forwarding	RESALE	25.00%	25.00%	
399	Call Forwarding - Busy Line	RESALE	25.00%	25.00%	
400	Call Forwarding - Busy Line/Don't Answer	RESALE	25.00%	25.00%	
401	Call Forwarding - Don't Answer	RESALE	25.00%	25.00%	
402	Automatic CallBack (Call Return)	RESALE	25.00%	25.00%	
403	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	RESALE	25.00%	25.00%	
404	Call Trace	RESALE	25.00%	25.00%	
405	Call Waiting	RESALE	25.00%	25.00%	
406	Caller ID WithName (Calling Name)	RESALE	25.00%	25.00%	
407	Caller ID (Calling Number)	RESALE	25.00%	25.00%	
408	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	RESALE	25.00%	25.00%	
409	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	RESALE	25.00%	25.00%	
410	Remote Access to Call Forwarding (Grandfathered)	RESALE	0.00%	0.00%	
411	Selective Call Forwarding	RESALE	0.00%	0.00%	
412	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	RESALE	25.00%	25.00%	
413	Remote Call Forwarding-Per Feature	RESALE	25.00%	25.00%	
414	RCF, Interstate, Interexchange	RESALE	25.00%	25.00%	
415	RCF, Intrastate	RESALE	25.00%	25.00%	
416	RCF, Interstate, International	RESALE	25.00%	25.00%	
417	RCF, Intrastate, Interexchange	RESALE	25.00%	25.00%	
418	RCF to 800	RESALE	25.00%	25.00%	
419	RCF Additional	RESALE	25.00%	25.00%	
420	Speed Calling 8	RESALE	25.00%	25.00%	
421	Speed Calling 30	RESALE	25.00%	25.00%	
422	Three Way Calling	RESALE	25.00%	25.00%	
423	Call Screening	RESALE	25.00%	25.00%	
424	Busy Line Transfer	RESALE	25.00%	25.00%	
425	Alternate Answer	RESALE	25.00%	25.00%	
426	Message Waiting - Tone	RESALE	25.00%	25.00%	
427	Easy Call	RESALE	25.00%	25.00%	
428	Prime Number Service	RESALE	25.00%	25.00%	
429	SBC Wisconsin Privacy Manager	RESALE	25.00%	25.00%	
430	Name and Number Delivery Service	RESALE	25.00%	25.00%	
431					
432	DID				
433	DID	RESALE	15.00%	15.00%	
434					
435	TRUNKS				
436	Trunk	RESALE	17.50%	17.50%	
437					
438	AIN				
439	Area Wide Networking	RESALE	25.00%	25.00%	
440	SBC Wisconsin Switch Alternate Routing (ANSAR)	RESALE	25.00%	25.00%	
441	SBC Wisconsin Customer Location Alternate Routing (ACLAR)	RESALE	25.00%	25.00%	
442					
443	OTHER				
444	Grandfathered Services	RESALE	0.00%	0.00%	
445	Promotions (Greater than 90 days)	RESALE	25.00%	25.00%	
446	TouchTone (Business)	RESALE	25.00%	25.00%	
447	TouchTone (Trunk)	RESALE	25.00%	25.00%	
448	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	
449	976 (976 Information Delivery Service)	RESALE	0%	0%	
450	Access Services (See Access Tariff)	RESALE	0%	0%	
451	Additional Directory Listings	RESALE	15.00%	15.00%	
452	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	
453	Connection Services	RESALE	25.00%	25.00%	
454	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
455	Shared Tenant Service	RESALE	0%	0%	
456					
457	Data Services				
458	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	RESALE	8.00%	8.00%	
459	PBX Trunks	RESALE	8.00%	8.00%	
460	Multi-Service Optical Network (MON)	RESALE	8.00%	8.00%	
461	OCn-PTP	RESALE	8.00%	8.00%	
462	ADTS-E	RESALE	8.00%	8.00%	
463	DS0	RESALE	8.00%	8.00%	
464	DS1	RESALE	8.00%	8.00%	
465	DS3	RESALE	8.00%	8.00%	
466					
467	ISDN				
468	ISDN	RESALE	9.70%	9.70%	
469					
470	DIRECTORY ASSISTANCE SERVICES				
471	Directory Assistance Services	RESALE	15.00%	15.00%	
472	Local Operator Assistance Service	RESALE	15.00%	15.00%	
473	Reverse Directory Assistance (RDA)	RESALE	\$1.25	NA	
474					
475	TOLL				
476	TOLL	RESALE	25.00%	25.00%	
477					
478	OPTIONAL TOLL CALLING PLANS				

Line	WISCONSIN	USOC	SBC Recurring Monthly	SBC Non Recurring Initial	Additional
479	Optional Toll Calling Plans	RESALE	25.00%	25.00%	
480					
481	CENTREX (PLEXAR)				
482	SBC Wisconsin Centrex Service ACS	RESALE	25.00%	25.00%	
483	SBC Wisconsin Centrex Network Manager	RESALE	0.00%	0.00%	
484					
485	PRIVATE LINE				
486	Analog Private Lines	RESALE	8.00%	8.00%	
487	Private Line Channel Services	RESALE	8.00%	8.00%	
488					
489					
490					
491					
492	RESIDENCE				
493	LOCAL EXCHANGE SERVICE		RESALE DISCOUNTS		
494	Life Line	RESALE	RECURRING 0.00%	NON-RECURRING 0.00%	
495	Residence 1 Party	RESALE	14.50%	25.00%	
496	Residence Measured	RESALE	14.50%	25.00%	
497					
498	EXPANDED LOCAL CALLING				
499	Extended Area Service	RESALE	17.50%	17.50%	
500					
501	VERTICAL SERVICES				
502	Anonymous Call Rejection	RESALE	23.00%	23.00%	
503	Repeat Dialing (Auto Redial)	RESALE	23.00%	23.00%	
504	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	RESALE	23.00%	23.00%	
505	Call Blocker	RESALE	23.00%	23.00%	
506	Call Forwarding	RESALE	23.00%	23.00%	
507	Call Forwarding - Busy Line	RESALE	23.00%	23.00%	
508	Call Forwarding - Busy Line/Don't Answer	RESALE	23.00%	23.00%	
509	Call Forwarding - Don't Answer	RESALE	23.00%	23.00%	
510	Automatic Call-Back (Call Return)	RESALE	23.00%	23.00%	
511	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	RESALE	23.00%	23.00%	
512	Call Trace	RESALE	23.00%	23.00%	
513	Call Waiting	RESALE	23.00%	23.00%	
514	Caller ID with Name (Calling Name)	RESALE	23.00%	23.00%	
515	Caller ID (Calling Number)	RESALE	23.00%	23.00%	
516	Multi-Ring Service - 1 (Personalized Ring - 1 dependent number)	RESALE	23.00%	23.00%	
517	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	RESALE	23.00%	23.00%	
518	Remote Access to Call Forwarding (GF)	RESALE	0.00%	0.00%	
519	RCF, Interstate, Interexchange	RESALE	23.00%	23.00%	
520	RCF, Intrastate	RESALE	23.00%	23.00%	
521	RCF, Interstate, International	RESALE	23.00%	23.00%	
522	RCF, Intrastate, Interexchange	RESALE	23.00%	23.00%	
523	RCF to 800	RESALE	23.00%	23.00%	
524	RCF Additional	RESALE	23.00%	23.00%	
525	Selective Call Forwarding	RESALE	23.00%	23.00%	
526	Speed Calling 8	RESALE	23.00%	23.00%	
527	Three Way Calling	RESALE	23.00%	23.00%	
528	Call Screening	RESALE	23.00%	23.00%	
529	Busy Line Transfer	RESALE	23.00%	23.00%	
530	Alternate Answer	RESALE	23.00%	23.00%	
531	Message Waiting - Tone	RESALE	23.00%	23.00%	
532	Easy Call	RESALE	23.00%	23.00%	
533	SBC Wisconsin Privacy Manager	RESALE	23.00%	23.00%	
534	Name and Number Delivery Service	RESALE	23.00%	23.00%	
535					
536	ISDN				
537	ISDN	RESALE	9.70%	9.70%	
538					
539	DIRECTORY ASSISTANCE SERVICES				
540	Directory Assistance Services	RESALE	15.00%	15.00%	
541	Local Operator Assistance Service	RESALE	15.00%	15.00%	
542	Reverse Directory Assistance (RDA)	RESALE	\$1.25	NA	
543					
544	OTHER				
545	Grandfathered Services	RESALE	0.00%	0.00%	
546	Promotions (Greater than 90 Days)	RESALE	23.00%	23.00%	
547	TouchTone	RESALE	23.00%	23.00%	
548	Home Services Packages	RESALE	23.00%	23.00%	
549	900/976 Call Blocking (900/976 Call Restriction)	RESALE	0%	0%	
550	976 (976 Information Delivery Service)	RESALE	0%	0%	
551	Access Services (See Access Tariff)	RESALE	0%	0%	
552	Additional Directory Listings	RESALE	15.00%	15.00%	
553	Carrier Disconnect Service (Company Initiated Suspension Service)	RESALE	0%	0%	
554	Connection Services	RESALE	25.00%	25.00%	
555	Premise Services/Line Backer (Maintenance of Service Charges)	RESALE	0%	0%	
556	Shared Tenant Service	RESALE	0%	0%	
557	Restoral of Service Charge			Tariff 20 Part 22 Section 2	
558					
559	TOLL				
560	Toll	RESALE	21.50%	21.50%	
561					
562	Electronic Billing Information Data (daily usage)	RESALE	\$ 0.000531		
563	per message	USAGE			
564					
565	Line Connection Charge				
566	Residence	RESALE		Tariff 20 Part 22 Section 2	
567	Business	RESALE		Tariff 20 Part 22 Section 2	
568					
569	Service Order/Service Request Charge				
570	Residence	RESALE		Tariff 20 Part 22 Section 2	
571	Business	RESALE		Tariff 20 Part 22 Section 2	
572					
573	Non-Electronic (Manual) Service Order Charge				
574	Residence	RESALE		Tariff 20 Part 22 Section 2	
575	Business	RESALE		Tariff 20 Part 22 Section 2	
576					

Line						
	WISCONSIN			SBC Recurring	SBC Non Recurring	
			USOC	Monthly	Initial	Additional
577	The IDLC conversion charge has been added to the unbundled loop rates, instead of being added as a separate line item, for administrative convenience. In the event the Commission orders a new unbundled loop rate, the \$0.16 IDLS conversion charge will be added to the new unbundled loop rates.					
578	The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin Bell, Inc., Ameritech Tariff, P.S.C. of W. 20 represent the rates applicable to CLEC for the above-listed services. Ameritech Wisconsin reserves its rights to change tariffs filed with state commissions as is necessary from time to time as provided by Applicable Law.					

SBC WISCONSIN
PERFORMANCE REMEDY PLAN
DESCRIPTION

This Performance Remedy Plan sets forth the terms and conditions under which **SBC WISCONSIN** will report performance to Metropolitan Telecommunications D/B/A Mettel (CLEC) and compare that performance to **SBC WISCONSIN**'s own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

- 1.0 **SBC WISCONSIN** agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – **SBC WISCONSIN** Performance Measurement User Guide. **SBC WISCONSIN** will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. **SBC WISCONSIN** further agrees to use the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 (payable to CLECs) and/or Tier 2 (payable to the State) categories.
 - 1.1 **SBC WISCONSIN** will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to **SBC WISCONSIN** on or before the last day of the month for which data is sought, **SBC WISCONSIN** shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to **SBC WISCONSIN** after the last day of the month for which data is sought, **SBC WISCONSIN** shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 **SBC WISCONSIN** will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (**SBC WISCONSIN** retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. **SBC WISCONSIN** agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for **SBC WISCONSIN** retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the **SBC WISCONSIN** retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to **SBC WISCONSIN**'s retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.
- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both **SBC WISCONSIN** and/or its affiliate (whichever is better, provided the number of affiliate data points are equal to or exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

Z-Test:

SBC WISCONSIN will utilize the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means:

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

Where: $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$
 $M_{\text{ILEC}} = \text{ILEC Average}$
 $M_{\text{CLEC}} = \text{CLEC Average}$
 $\sigma_{\text{DIFF}} = \text{SQRT} [\sigma_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$
 $\sigma_{\text{ILEC}}^2 = \text{Calculated variance for ILEC}$
 $n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$
 $n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$p = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{P_{\text{ILEC}}-P_{\text{CLEC}}} = \text{SQRT} \{ [p(1-p)]/n_{\text{ILEC}} + [p(1-p)]/n_{\text{CLEC}} \}$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{P_{\text{ILEC}}-P_{\text{CLEC}}}$$

Where: n = number of observations
 P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratios:

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

Where: $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$
 $\sigma_{\text{DIFF}} = \text{SQRT} \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) / (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.
- 4.3 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{\text{ILEC}} - M_{\text{CLEC}}$, $P_{\text{ILEC}} - P_{\text{CLEC}}$, $R_{\text{ILEC}} - R_{\text{CLEC}}$).
- 4.4 For measurements where the performance delivered to the CLEC is compared to **SBC WISCONSIN** performance and for which the number of data points are 29 or less for either the CLEC or **SBC WISCONSIN**, **SBC WISCONSIN** will apply the following alternatives for compliance.

- 4.4.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and **SBC WISCONSIN** Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

SBC WISCONSIN applies the Z-Test as described in section 3.0.

- 4.4.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or n_{ILEC}).
- (4) Compute and store the Z-test score (Z_s) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the Z_s results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ($P = \text{rank} / T$).
- (9) Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the Critical Z-value. If $Z_A >$ the Critical Z-value, then the performance is non-compliant.

- 4.5 **SBC WISCONSIN** and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

SBC WISCONSIN agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

- 5.1 **SBC WISCONSIN** will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to Tier 1 measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2.
- 5.3 Assessments are applicable to Tier 2 measures identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 2, and are payable to the State Fund designated by the Commission.
- 5.4 **SBC WISCONSIN** will not be liable for the payment of Tier 1 damages until 10 days after receipt by **SBC WISCONSIN** of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and **SBC WISCONSIN**, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by **SBC WISCONSIN** of the self-identification form posted on the CLEC OnLine website (<https://clec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of

performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. SBC WISCONSIN will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and SBC WISCONSIN have signed.

- 5.5 SBC WISCONSIN will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Wisconsin. To the extent that there are one or more other remedy plans in effect that call for payments to be made to the State (as opposed to, or in addition to, payments to a CLEC or CLECs), SBC WISCONSIN will be liable only for the greater of payments to the State under that plan or the Tier 2 assessments payable under this plan.
- 5.6 In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.

6.0 Procedural Safeguards and Exclusions

- 6.1 SBC WISCONSIN agrees that the application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement and tariff, SBC WISCONSIN and CLEC agree that proof of damages from any “noncompliant” performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SBC WISCONSIN and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 SBC WISCONSIN’s agreement to implement these enforcement terms, and specifically its agreement to pay any “liquidated damages” or “assessments” hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC WISCONSIN and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) SBC WISCONSIN’s payment of Tier 1 “liquidated damages” or Tier 2 “assessments” as evidence that SBC WISCONSIN has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SBC WISCONSIN’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that SBC WISCONSIN’s performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by SBC WISCONSIN under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where SBC WISCONSIN seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether SBC WISCONSIN has met or continues to meet the requirements of section 271 of the Act.
- 6.3 SBC WISCONSIN shall not be liable for Tier 2 “assessments” under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission’s service quality rules relating to the same performance. This section does not limit the Commission’s ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.
- 6.4 Every six months, CLEC may participate with SBC WISCONSIN, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to

capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

- 6.5 CLEC and SBC WISCONSIN will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SBC WISCONSIN will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC WISCONSIN's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, SBC WISCONSIN shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC's audit rights under other provisions of this Agreement or any applicable Commission Order. SBC WISCONSIN agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.
- 6.6 SBC WISCONSIN agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 6720-TI-160. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by SBC WISCONSIN and approved by the Commission will conduct these audits at SBC WISCONSIN's expense.

7.0 Exclusions Limited

- 7.1 SBC WISCONSIN will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless SBC WISCONSIN prevails in a waiver of liability filed with the Commission seeking expedited resolution. SBC WISCONSIN bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if it prevails. SBC WISCONSIN will not be excused from payment of liquidated damages or assessments on any other grounds except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Neither party will be required to pay attorneys fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends SBC WISCONSIN's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SBC WISCONSIN's compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.
- 7.2 In addition to the provisions set forth herein, SBC WISCONSIN shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC WISCONSIN or under the Act or Wisconsin law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.
- 7.3 In any event where SBC WISCONSIN believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC WISCONSIN or under the Act or Wisconsin law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, SBC WISCONSIN shall pay one-half of the Tier 1 remedies to the

- CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if **SBC WISCONSIN** prevails. If **SBC WISCONSIN** does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. **SBC WISCONSIN** shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. **SBC WISCONSIN** will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.
- 7.4 **SBC WISCONSIN** and CLEC agree that a procedural annual threshold will apply to the aggregate total of any Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Wisconsin interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by **SBC WISCONSIN** pursuant to any Wisconsin interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual threshold amounts will be determined by **SBC WISCONSIN**, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual threshold shall be re-calculated on the first business day of the calendar year when updated ARMIS data is made publicly available. For purposes of applying the threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by **SBC WISCONSIN** under all **SBC WISCONSIN** interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all **SBC WISCONSIN** interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but **SBC WISCONSIN** has paid less than that amount due to the monthly threshold, **SBC WISCONSIN** shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, **SBC WISCONSIN** shall be obligated to pay ONLY the actual calculated amount of damages and assessments.
- 7.5 Whenever **SBC WISCONSIN** Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then **SBC WISCONSIN** may request a hearing before the Commission. Upon timely commencement of this proceeding, **SBC WISCONSIN** must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, **SBC WISCONSIN** must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. **SBC WISCONSIN**'s application will be processed in an expedited manner to the extent authorized by Wis. Stat. section 196.199. **SBC WISCONSIN** will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If **SBC WISCONSIN** reports non-compliant performance to the CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but **SBC WISCONSIN** has incurred no more than 4.2% of the monthly threshold amount in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph to the extent authorized by Wis. Stat. section 196.199 to request that **SBC WISCONSIN** should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding the CLEC will have the burden of proof to demonstrate why **SBC WISCONSIN** should have to pay any amount of damages in excess of the amount calculated under these enforcement terms.

- 7.6 SBC WISCONSIN's Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due SBC WISCONSIN for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.7 SBC WISCONSIN will post on its Internet website the aggregate payments of any liquidated damages or assessments paid during the current calendar year.
- 7.8 With respect to any interconnection agreement, SBC WISCONSIN or any CLEC may request an expedited dispute resolution proceeding before the Commission pursuant to sections 7.4 and 7.5 above.
- 8.0 Tier 1 Damages Payable to CLECs:
- 8.1 Tier 1 liquidated damages apply to measures designated in Appendix 2 as Remedied when SBC WISCONSIN delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which SBC WISCONSIN has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which SBC WISCONSIN met or exceeded the performance standard. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages or Assessments With a Cap," the amount of liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Measure Damages or Assessments," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages and Assessment Amounts," below.
- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance SBC WISCONSIN provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM_{passed} = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

RSM_{total} = Total count of Remedied Sub-Measure results

- 8.4 Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of

- payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.
- 8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:
- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
 - Performance is below the floor performance level, whether or not in parity.
- Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.
- When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.
- Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.
- 8.6 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a “proof of compliance” period for that individual metric. This process will require SBC WISCONSIN to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if SBC WISCONSIN was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, SBC WISCONSIN will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the “Month 1” liquidated damage amount.
- 8.7 During this “proof of compliance” period, SBC WISCONSIN will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be “non-compliant” for a CLEC. This remedy payment amount will return to the lowest level of payment when SBC WISCONSIN provides “compliant” performance for the number of consecutive months identified in TABLE 4: “Step-Down” Table Of Liquidated Damages For Tier 1 Measures where the payment amount is “Month One Amount”. Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8 SBC WISCONSIN is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for SBC WISCONSIN to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. SBC WISCONSIN will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months’ performance the measurements were restated for, and why the restatement was necessary.
- 8.9 In the event that performance measurement results need to be restated, SBC WISCONSIN will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10 If it is determined through restatement of performance results or other means that SBC WISCONSIN underpaid liquidated damages due a CLEC, or assessments due the State, SBC WISCONSIN will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is

made through restatement of performance results or other means that **SBC WISCONSIN** overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.

- 8.11 **SBC WISCONSIN** shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes **SBC WISCONSIN** for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, **SBC WISCONSIN** will, at request of the CLEC, initiate a “gap closure” effort. For a measure to which a floor applies, “gap closure” can be initiated when performance is below the floor for two consecutive months. The “gap closure” effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting “gap closure” within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

TABLE 1: Per Occurrence Liquidated Damage Amount Index Table						
Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$35	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$50	\$70	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$75	\$90	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Thirteenth Month’s Results Reported Under This Plan Through The Twenty-Fourth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$30	\$55	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$40	\$65	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$80	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900
Effective Beginning With The Twenty-Fifth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$25	\$50	\$100	\$200	\$300	\$400
86.0% <= IV < 92.0%	\$35	\$60	\$125	\$250	\$350	\$450
80.0% <= IV < 86.0%	\$50	\$75	\$150	\$300	\$400	\$500
74.0% <= IV < 80.0%	\$100	\$125	\$250	\$500	\$600	\$700
IV < 74%	\$150	\$175	\$350	\$700	\$800	\$900

TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table						
Index Value (“IV”)	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
Effective Beginning With The First Month’s Results Reported Under This Plan Through The Twelfth Month’s Results Reported Under This Plan						
IV >= 92.0%	\$9,000	\$15,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$12,500	\$20,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$25,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan						
IV >= 92.0%	\$7,500	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$10,000	\$17,500	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$20,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan						
IV >= 92.0%	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000
86.0% <= IV < 92.0%	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$45,000
80.0% <= IV < 86.0%	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
74.0% <= IV < 80.0%	\$15,000	\$30,000	\$45,000	\$60,000	\$75,000	\$90,000
IV < 74%	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000

TABLE 3: Assessment Amounts For Tier 2 Measures	
Per Occurrence	\$200
Per Measure / Cap*	\$20,000

TABLE 4: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures				
Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

8.13 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

9.0 Tier 2 Assessments to the State:

9.1 Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as "Remedied" when **SBC WISCONSIN** and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical

- Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.
- 9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements listed in Appendix 3 as measurements subject to per occurrence with a cap, an assessment as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2 measurements listed in Appendix 3 as subject to a per measurement assessment, an assessment amount as shown in TABLE 3: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.
- 10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:
- 10.1 If SBC WISCONSIN fails to submit performance reports by the last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:
- If no reports are filed, \$5,000 per day past due;
 - If incomplete reports are filed, \$1,000 per day for each performance measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.
- 10.2 If SBC WISCONSIN alters previously reported data for a CLEC, and after discussions with SBC WISCONSIN the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."
- 10.3 When SBC WISCONSIN performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SBC WISCONSIN shall make payment by check, bill credit or other direct payment method in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SBC WISCONSIN performance through March is such that SBC WISCONSIN owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that SBC WISCONSIN fails to pay the required amount, SBC WISCONSIN will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the State Fund designated by the Commission for a past due assessment.
- 10.4 SBC WISCONSIN may not withhold payment of liquidated damages to a CLEC unless SBC WISCONSIN has commenced a Commission arbitration proceeding on or before the payment due date, asserting that noncompliance was the result of an act or omission by a CLEC as more fully described in Section 7.2 and 7.3.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and SBC WISCONSIN.
- 10.6 The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

11.0 Methods of Calculating Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Calculating Tier 1 Liquidated Damages

11.1.1 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.2 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

11.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table for Tier 1 Measures to determine the applicable liquidated damages for the given month for that sub-measure.

11.2 Calculating Tier 2 Assessments

- 11.2.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SBC WISCONSIN reports performance that meets the applicable criterion.

That is, Tier 2 assessments will apply on a “rolling three month” basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

11.2.2 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.3 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage and the benchmark for the three non-compliant months.
- Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

11.2.4 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.
- Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the

applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

The parties will propose as part of the PM six-month review collaborative that section 12 be moved to Appendix 1 – SBC WISCONSIN Performance Measurement User Guide as an attachment so that it can be updated through the six-month review process as needed.

12.0 Advanced and Nascent Services:

12.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, SBC WISCONSIN will make increased voluntary payments to the State Fund designated by the Commission on those measurements listed in section 12.3 below (the “Qualifying Measurements”). Such increased voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month period with respect to the following order categories:

12.2 The following are the qualifying sub-measures (if within a qualifying measurement):

- UNE loop and port combinations;
- resold ISDN;
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

12.3 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 – Percent SBC WISCONSIN Caused Missed Due Dates
- PMs 35, 46, 59 – Installation Trouble Reports Within “X” Days
- PMs 27, 43, 56 – Mean Installation Interval
- PMs 32, 49, 62 – Average Delay Days for SBC WISCONSIN Caused Missed Due Dates
- PM 55.1 – Average Installation Interval – DSL
- PM 1.1 – Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 – % Missed Repair Commitments
- PMs 41, 53, 69 – % Repeat Reports
- PMs 39, 52, 67 – Mean Time to Restore
- PMs 37.1, 54.1, 65.1 – Trouble Report Rate

12.4 The increased voluntary payments referenced in section 12.1 will be made only if SBC WISCONSIN fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and a Critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

12.5 The increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where SBC WISCONSIN has failed to provide parity or benchmark performance for 3 consecutive months. If SBC WISCONSIN fails to provide parity or benchmark performance in Wisconsin for 6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no increased voluntary payments will be made to the State Fund designated by the Commission. However, if during this same

time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure's average is more than 10 but less than 100 observations, then SBC WISCONSIN shall calculate the payments to be made in addition to the normal payment to the State Fund designated by the Commission by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then doubling (multiplying by 2) that amount. The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7 Any payments made hereunder shall be subject to the annual threshold set forth in Section 7.4.

13.0 The following documents are incorporated herein by reference:

Appendix 1: SBC WISCONSIN Performance Measurement User Guide (a document available from CLEC Account Managers or found on the SBC WISCONSIN Performance Measurement website)

Appendix 2: Performance Measures Subject to Tier 1 and Tier 2 Damages

Appendix 3: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, 2 and/or 3 and this performance remedy plan, this performance remedy plan shall supercede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

The parties will propose as part of the PM six-month review collaborative that Appendix 2 and Appendix 3 be moved to attachments to Appendix 1 – SBC WISCONSIN Performance Measurement User Guide so that they can be updated through the six-month review process as needed.

ATTACHMENT A

Minimum Levels of Service:

The following table represents “Maximum level of service (Ceilings)” and “Minimum level of service (Floors)” for each respective measure/sub-measure. Without regard to parity, Wisconsin Bell, Inc. will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and Wisconsin Bell, Inc. will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM #12	Mechanized Provisioning Accuracy	Each	≥ 97%	< 90%
PM #27	Mean Installation Interval	POTS-Res/Bus-NFW UNE-P-Res/Bus-NFW CIA- Centrex NFW	1 day or less on NFW	> 5 Business Days
PM #27	Mean Installation Interval	POTS-Res/Bus FW, UNE-P- Res/Bus FW and CIA Centrex FW	2 days or less on FW	> 5 Business Days
PM #28	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #30	Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #35	Percent of Trouble Reports within 30 Days of Installation	Each	≤ 4%	> 20%
PM #37.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #39	Receipt To Clear Duration	OS	≤ 8 hours	> 30 hours
PM #39	Receipt To Clear Duration	AS	≤ 8 hours	> 60 hours
PM #40	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #41	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%
PM #55	Average Installation Interval	Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)	≤ 2 days	> 5 Business Days
PM #55	Average Installation Interval	Analog (11-20)	≤ 2 days	> 10 Business Days
PM #55	Average Installation Interval	Analog (20+)	≤ 2 days	> 15 Business Days
PM #56	Percent Installations Completed within CRDD	Each	≥ 98%	< 90%
PM #59	Percent of Trouble Reports within X Days of Installation	Each	≤ 4%	> 20%
PM #60	Percent Ameritech caused Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM #65.1	Trouble Report Rate net Installation and Repeat Reports	Each	≤ 4%	> 20%
PM #66	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM #67	Mean Time To Restore	All except for Dedicated Transport & DS1 Loop	≤ 8 hours	> 36 hours
PM #67	Mean Time To Restore	Dedicated Transport & DS1 Loop	≤ 4 hours	> 10 hours
PM #68	Percent Out of Service Intervals < 24 Hours	Each	≥ 96%	< 85%
PM #69	Percent Repeat Trouble Reports	Each	≤ 4%	> 20%

RETAIL AND/OR RESALE CATALOG AMENDMENT
TO
INTERCONNECTION AGREEMENT UNDER SECTION 251 AND 252 OF THE
TELECOMMUNICATIONS SECTION OF 1996
BETWEEN
NEVADA BELL TELEPHONE COMPANY d/b/a AT&T NEVADA
AND
METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC. dba METTEL DE

This is a Retail Tariff and Catalog Amendment (the "Amendment") to the Interconnection Agreement by and between Nevada Bell Telephone Company¹ d/b/a AT&T Nevada ("AT&T Nevada") and Metropolitan Telecommunications of Nevada, Inc. dba MetTel DE ("CLEC") (collectively referred to as "the Parties") ("Agreement"), previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

WHEREAS, In accordance with Assembly Bill 518 which was put into law May 31, 2007, AT&T Nevada on October 1, 2007 superseded a portion of its terms, conditions and pricing for its products and services currently contained within its tariffs and catalogs, to the AT&T Nevada Guidebook ("Guidebook") as appropriate.

WHEREAS, The Parties need to amend their current Agreement to reflect the above-referenced changes.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. INTRODUCTION

- 1.1 The Recitals hereon are incorporated into this Amendment.
- 1.2 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.3 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreement is hereby amended by referencing and incorporating the following:
 - 2.1.1 All references in the Agreement, if any, to retail tariff and/or catalog, or the like, shall be deemed to include the Guidebook.
 - 2.1.2 Upon the Effective Date of this Amendment, all references to retail tariff and/or catalog shall automatically incorporate herein the rates, terms and conditions (or otherwise) contained in the Guidebook, as applicable. The Guidebook is currently available for viewing at <http://www.att.com/gen/public-affairs?pid=9702#section1>. If the website address changes, AT&T Nevada shall notify CLEC.

¹ Nevada Bell Telephone Company (previously referred to as "Nevada Bell" or "SBC Nevada") now conducts business under the name "AT&T Nevada".

- 2.1.3 Any changes to the rates, terms and conditions of the Guidebook are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.
- 2.1.4 All references in the Agreement (including, without limitation, all appendices and attachments thereto) to AT&T Nevada's Retail and/or Catalog will be removed and will no longer be considered incorporated or made a part of this Agreement effective October 1, 2007.
- 2.1.5 When CLEC's End User(s) subscribes to AT&T Nevada's resold services, non-recurring and recurring charges for the service shall apply at the rates set forth in retail tariff and/or Guidebook minus the applicable Nevada state avoided cost discount. AT&T Nevada's resold telecommunication services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.

3. AMENDMENT EFFECTIVE DATE

- 3.1 This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of Nevada and shall become effective ten (10) days following approval by such Commission (either in individual CLEC proceedings or in a single proceeding that seeks approval of the amendments of several CLECs through a joint petition for approval).

4. TERM OF AMENDMENT

- 4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. This Amendment does not extend the term of the Agreement.

5. RESERVATIONS OF RIGHTS

- 5.1 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. MISCELLANEOUS

- 6.1 On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 6.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.
- 6.3 The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the "Amendment Effective Date".

Metropolitan Telecommunications of
Nevada, Inc. dba ~~MetTel~~ DE

By: 

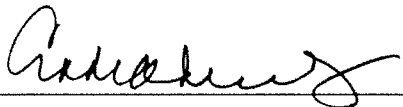
Printed: Andon E. Conway

Title: COO/ERP
(Print or Type)

Date: 11/6/07

UNE OCN# 187A
RESALE OCN# 2372
FACILITIES-BASED OCN#
ACNA MTV

Nevada Bell Telephone Company d/b/a AT&T Nevada
by AT&T Operations, Inc., its authorized agent

By: 

Printed: Eddie Reed, Jr.

Title: **Director - Contract Management**
(Print or Type)

Date: 11.12.07

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
AT&T
AND
METTEL

The Interconnection Agreement dated June 1, 2005 by and between Illinois Bell Telephone Company d/b/a SBC Illinois¹, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana², Michigan Bell Telephone Company d/b/a SBC Michigan³, Nevada Bell Telephone Company d/b/a SBC Nevada⁴, The Ohio Bell Telephone Company d/b/a SBC Ohio⁵, Pacific Bell Telephone Company d/b/a SBC California⁶, The Southern New England Telephone Company d/b/a SBC Connecticut⁷, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas⁸ and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin⁹ (collectively, "AT&T") and Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of California, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Connecticut, Inc. d/b/a MetTel CT, Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel DE and/or Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel DE (collectively, "MetTel") ("Agreement") effective in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin is hereby amended as follows:

1. Section 5 of the General Terms and Conditions is amended by adding the following section:
 - 5.2.1 Notwithstanding anything to the contrary in this section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing on April 9, 2007 until April 9, 2010 (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 MetTel, by AT&T pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
2. The Parties acknowledge and agree that AT&T shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

¹ Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

² Indiana Bell Telephone Company Incorporated (previously referred to as "Indiana Bell" or "SBC Indiana") now operates under the name "AT&T Indiana".

³ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

⁴ Nevada Bell Telephone Company, a Nevada corporation, is now doing business in Nevada as "AT&T Nevada".

⁵ The Ohio Bell Telephone Company (previously referred to as "Ohio Bell" or "SBC Ohio") now operates under the name "AT&T Ohio".

⁶ Pacific Bell Telephone Company, a California corporation, is now doing business in California as "AT&T California".

⁷ The Southern New England Telephone Company does business under the name "AT&T Connecticut".

⁸ 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 Arkansas as "AT&T Arkansas", in Kansas as "AT&T Kansas", in Missouri as "AT&T Missouri", in Oklahoma as "AT&T Oklahoma" and in Texas as "AT&T Texas".

⁹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. For all states except Arkansas, Connecticut and Ohio: This Amendment shall be filed with and is subject to approval by the appropriate state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Connecticut: This Amendment shall become effective upon approval by the Connecticut Department of Public Utility Control. For Ohio: Based on the practice of the Public Utilities Commission of Ohio, the Amendment is effective upon filing and is deemed approved by operation of law on the 31st day after filing.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 11th day of January, 2008, by AT&T, signing by and through its duly authorized representative, and MetTel, signing by and through its duly authorized representative.

Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of California, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Connecticut, Inc. d/b/a MetTel CT, Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel DE, Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel DE and/or Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel DE

By: [Signature]

Name: DAVID ARONOW
(Print or Type)

Title: Pres
(Print or Type)

Date: 12/16/07

Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent

By: [Signature]

Name: Eddie A. Reed, Jr
(Print or Type)

Title: Director - Interconnection Agreements

Date: 1-11-08

RESALE OCN # 2372

ACNA MTV

	<u>UNE OCN</u>
ARKANSAS	631A
CALIFORNIA	180A
CONNECTICUT	5998
ILLINOIS	183A
INDIANA	184A
KANSAS	185A
MICHIGAN	180C

	<u>UNE OCN</u>
MISSOURI	553D
NEVADA	187A
OHIO	181C
OKLAHOMA	189A
TEXAS	0241
WISCONSIN	193A

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC.; METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF INDIANA, INC. D/B/A METTEL; METROPOLITAN



TELECOMMUNICATIONS OF KANSAS, INC.; METROPOLITAN
TELECOMMUNICATIONS OF MICHIGAN, INC.D/B/A METTEL;
METROPOLITAN TELECOMMUNICATIONS OF MISSOURI, INC.D/B/A
METTEL; METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC
D/B/A METTEL.; METROPOLITAN TELECOMMUNICATIONS OF
OKLAHOMA, INC. D/B/A METTEL; METROPOLITAN
TELECOMMUNICATIONS OF NEVADA, INC.; METROPOLITAN
TELECOMMUNICATIONS OF TEXAS, INC. AND METROPOLITAN
TELECOMMUNICATIONS OF WISCONSIN, INC.

Signature: eSigned - Andoni EconomouSignature: eSigned - William A. BockelmanName: eSigned - Andoni Economou
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: COO/EVP
(Print or Type)Title: Director
(Print or Type)Date: 24 Feb 2015Date: 24 Feb 2015

Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel; Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel; Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel; Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel; Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Texas, Inc. and Metropolitan Telecommunications of Wisconsin, Inc.

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ARKANSAS	2372	631A	---
CALIFORNIA	2372	180A	---
ILLINOIS	2372	183A	183A
INDIANA	2372	184A	---
KANSAS	2372	185A	---
MICHIGAN	2372	180C	---
MISSOURI	2372	553D	---
NEVADA	2372	187A	---
OHIO	2372	181C	---
OKLAHOMA	2372	189A	---
TEXAS	2372	0241	---
WISCONSIN	2372	193A	---

Description	ACNA Code(s)
ACNA(s)	MTV

AMENDMENT TO THE AGREEMENT BETWEEN

METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL; METROPOLITAN
TELECOMMUNICATIONS OF CALIFORNIA, INC.; METROPOLITAN TELECOMMUNICATIONS OF
ILLINOIS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF INDIANA, INC. D/B/A
METTEL; METROPOLITAN TELECOMMUNICATIONS OF KANSAS, INC.; METROPOLITAN
TELECOMMUNICATIONS OF MICHIGAN, INC. D/B/A METTEL; METROPOLITAN
TELECOMMUNICATIONS OF MISSOURI, INC. D/B/A METTEL; METROPOLITAN
TELECOMMUNICATIONS OF NEVADA, INC.; METROPOLITAN TELECOMMUNICATIONS OF OHIO,
INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF OKLAHOMA, INC. D/B/A
METTEL; METROPOLITAN TELECOMMUNICATIONS OF TEXAS, INC.; METROPOLITAN
TELECOMMUNICATIONS OF WISCONSIN, INC.

AND

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN,
NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE,
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO,
PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA,
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T
MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, AND
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T") and Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel; Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel; Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel; Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of Texas, Inc.; Metropolitan Telecommunications of Wisconsin, Inc. ("Metropolitan Telecommunications or 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"), last party signed June 1, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, Metropolitan Telecommunications has changed their name in the states of California, Kansas, Nevada, Texas and Wisconsin wishes to reflect this name change as set forth herein; and

WHEREAS, the Parties desire to correct certain rates related to Unbundled Dedicated Transport in AT&T Texas.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below, and certain Schedules, Exhibits and Pricing Sheets immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. For the states of California, Kansas, Nevada, Texas and Wisconsin, the Agreement is hereby amended to reflect the name change from Metropolitan Telecommunications of California, Inc. dba MetTel to Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Kansas, Inc. dba MetTel to Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Nevada, Inc. dba MetTel to Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Texas, Inc. dba MetTel to Metropolitan Telecommunications of Texas, Inc.; and Metropolitan Telecommunications of Wisconsin, Inc. dba MetTel to Metropolitan Telecommunications of Wisconsin, Inc.
3. For the state of Texas, the Parties agree to replace the rates for Unbundled Dedicated Transport DS1 Interoffice Transport, First Mile for Zones 1 (Rural) and Zone 3 (Urban) and Unbundled Dedicated Transport DS1 and DS3 Interoffice Transport, Each Additional Mile for Zones 1 (Rural) and Zone 3 (Urban) in the Appendix Pricing/ALL TRAFFIC with those in Exhibit A.
4. The Parties agree to add Section 13.9 Joint and Several Liability language to the General Terms and Conditions as follows:

13.9. Joint and Several Liability

13.9.1 In the event that CLEC consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for CLEC's payment obligations under this Agreement.

5. The Parties agree to replace Section 17 from the Agreement with the following language:

17. Notices

17.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

17.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

17.1.2 delivered by facsimile provided CLEC and/or AT&T-12STATE has provided such information in Section 17.3 below.

17.1.3 delivered by electronic mail (email) provided CLEC and/or AT&T-12STATE has provided such information in Section 17.3 below.

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

17.2.1 the date of actual receipt;

17.2.2 the next Business Day when sent via express delivery service;

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

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

17.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt.

17.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Andoni Economou COO/EVP

STREET ADDRESS	55 Water Street , 32nd Floor
CITY, STATE, ZIP CODE	New York, NY 10041
PHONE NUMBER*	(212) 607-2004
FACSIMILE NUMBER	(212) 701-8394
EMAIL ADDRESS	aeconomou@mettel.net

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

With a Copy to:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Metropolitan Telecommunications Attention: LEGAL/General Counsel
STREET ADDRESS	55 Water Street, 32nd Floor
CITY, STATE, ZIP CODE	New York, NY 10041
PHONE NUMBER*	212-359-5037
FACSIMILE NUMBER	212-701- 8477
EMAIL ADDRESS	legal@mettel.net

*Informational only and not to be considered as an official notice vehicle under this Section.

17.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 17. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

17.5 AT&T-12STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

9. For Illinois, Indiana, Kansas, Michigan, Missouri, Texas: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For 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.

PRICING SHEETS
EXHIBIT A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1	\$34.08	\$52.91	\$28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3	\$33.76	\$52.91	\$28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1	\$0.1343	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3	\$0.1005	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1	\$3.9582	\$0.00	\$0.00	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3	\$2.9127	\$0.00	\$0.00	each additional mile

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/G/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC.; METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF



INDIANA, INC. D/B/A METTEL; METROPOLITAN
TELECOMMUNICATIONS OF KANSAS, INC.; METROPOLITAN
TELECOMMUNICATIONS OF MICHIGAN, INC. D/B/A METTEL;
METROPOLITAN TELECOMMUNICATIONS OF MISSOURI, INC. D/B/A
METTEL; METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC.;
METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC. D/B/A
METTEL; METROPOLITAN TELECOMMUNICATIONS OF OKLAHOMA,
INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF
TEXAS, INC.; METROPOLITAN TELECOMMUNICATIONS OF
WISCONSIN, INC.

Signature: eSigned - Andoni EconomouSignature: eSigned - William BockelmanName: eSigned - Andoni Economou
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: COO/EVP
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 17 Jul 2017Date: 17 Jul 2017

Metropolitan Telecommunications of Arkansas, Inc. d/g/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel; Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel; Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel; Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of Texas, Inc.; Metropolitan Telecommunications of Wisconsin, Inc.

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ARKANSAS	2372	631A	---
CALIFORNIA	2372	180A	---
ILLINOIS	2372	183A	183A
INDIANA	2372	184A	---
KANSAS	2372	185A	---
MICHIGAN	2372	180C	---
MISSOURI	2372	553D	---
NEVADA	2372	187A	---
OHIO	2372	181C	---
OKLAHOMA	2372	189A	---
TEXAS	2372	0241	---
WISCONSIN	2372	193A	---

Description	ACNA Code(s)
ACNA(s)	MTV

**AMENDMENT TO THE AGREEMENT
BETWEEN**

METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC.; METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF INDIANA, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF KANSAS, INC.; METROPOLITAN TELECOMMUNICATIONS OF MICHIGAN, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF MISSOURI, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC.; METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF OKLAHOMA, INC. D/B/A METTEL; METROPOLITAN TELECOMMUNICATIONS OF TEXAS, INC.; METROPOLITAN TELECOMMUNICATIONS OF WISCONSIN, INC.

AND

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

This amendment ("Amendment") amends the Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel; Metropolitan Telecommunications of Indiana, Inc. d/b/a MetTel; Metropolitan Telecommunications of Kansas, Inc.; Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel; Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc.; Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of Texas, Inc.; Metropolitan Telecommunications of Wisconsin, Inc. ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated June 1, 2005 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement to the *Connect America Fund et al.*, WC Docket No. 10-90 et al, Report and Order issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) ("FCC ICC Reform Order"), and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. Intercarrier Compensation

- 2.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit A, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit A hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.
3. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.
4. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
9. For all States except Arkansas, Ohio, California, and Wisconsin: 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 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) calendar days after the mailing date of the final order approving this Amendment.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	AR	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	CA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU				\$0.00			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	IN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	KS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION	Optional EAS Transport and Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG14		\$0.00			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		NA	NA	NA	MOU
2MR-AT	MO	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	NV	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All Traffic ISP-Bound and 251(b)(5) Traffic as per FCC 01-131		GOC00		\$0.00			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OH	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	OK	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport and Termination per MOU				NA	NA	NA	MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		\$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		\$0.000000	NA	NA	MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2MR-AT	WI	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for all ISP-Bound and Section 251(b)(5) Traffic as per FCC-01-131, per MOU	OHU	USG15		\$0.00			MOU

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC., METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF FLORIDA, INC. D/B/A METTEL, METROPOLITAN

TELECOMMUNICATIONS OF GEORGIA, INC. D/B/A METTEL,
METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A
METTEL , METROPOLITAN TELECOMMUNICATIONS OF INDIANA, INC.,
METROPOLITAN TELECOMMUNICATIONS OF KANSAS, INC. D/B/A
METTEL, METROPOLITAN TELECOMMUNICATIONS OF KENTUCKY,
INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF
LOUISIANA, INC. D/B/A METTEL, METROPOLITAN
TELECOMMUNICATIONS OF MICHIGAN, INC., D/B/A METTEL,
METROPOLITAN TELECOMMUNICATIONS OF MISSISSIPPI, INC.,
METROPOLITAN TELECOMMUNICATIONS OF MISSOURI, INC.,
METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC. D/B/A
METTEL, METROPOLITAN TELECOMMUNICATIONS OF NORTH
CAROLINA, INC., METROPOLITAN TELECOMMUNICATIONS OF OHIO,
INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF
OKLAHOMA, INC. D/B/A METTEL, METROPOLITAN
TELECOMMUNICATIONS OF SOUTH CAROLINA, INC., METROPOLITAN
TELECOMMUNICATIONS OF TENNESSEE, INC. D/B/A METTEL,
METROPOLITAN TELECOMMUNICATIONS OF TEXAS, INC. D/B/A
METTEL, METROPOLITAN TELECOMMUNICATIONS OF WISCONSIN,
INC. D/B/A METTEL

Signature: eSigned - Andoni EconomouSignature: eSigned - William BockelmanName: eSigned - Andoni Economou
(Print or Type)Name: eSigned - William Bockelman
(Print or Type)Title: COO/EVP
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 24 Oct 2019Date: 24 Oct 2019

Metropolitan Telecommunications of Alabama, Inc., Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel, Metropolitan Telecommunications of California, Inc. d/b/a MetTel, Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel, Metropolitan Telecommunications of Georgia, Inc. d/b/a MetTel, Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel, Metropolitan Telecommunications of Indiana, Inc., Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel, Metropolitan Telecommunications of Kentucky, Inc. d/b/a MetTel, Metropolitan Telecommunications of Louisiana, Inc. d/b/a MetTel, Metropolitan Telecommunications of Michigan, Inc., d/b/a MetTel, Metropolitan Telecommunications of Mississippi, Inc., Metropolitan Telecommunications of Missouri, Inc., Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel, Metropolitan Telecommunications of North Carolina, Inc., Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel, Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel, Metropolitan Telecommunications of South Carolina, Inc., Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel, Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel, Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN	CLEC OCN
ALABAMA	2372	679D	- - -
ARKANSAS	2372	631A	- - -

CALIFORNIA	2372	180A	---
FLORIDA	2372	0240	---
GEORGIA	2372	613A	---
ILLINOIS	2372	183A	183A
INDIANA	2372	184A	---
KANSAS	2372	185A	---
KENTUCKY	2372	529D	---
LOUISIANA	2372	865D	---
MICHIGAN	2372	180C	---
MISSISSIPPI	2372	778D	---
MISSOURI	2372	553D	---
NEVADA	2372	187A	---
NORTH CAROLINA	2372	116A	---
OHIO	2372	181C	---
OKLAHOMA	2372	189A	---
SOUTH CAROLINA	2372	117A	---
TENNESSEE	2372	936D	---
TEXAS	2372	0241	---
WISCONSIN	2372	193A	---

Description	ACNA Code(s)
ACNA(s)	MTV

AMENDMENT TO THE AGREEMENT
BETWEEN

METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC., METROPOLITAN
TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL, METROPOLITAN
TELECOMMUNICATIONS OF CALIFORNIA, INC., METROPOLITAN TELECOMMUNICATIONS OF
FLORIDA, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF GEORGIA, INC.,
METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL, METROPOLITAN
TELECOMMUNICATIONS OF INDIANA, INC. D/B/A METTEL, METROPOLITAN
TELECOMMUNICATIONS OF KANSAS, INC., METROPOLITAN TELECOMMUNICATIONS OF
KENTUCKY, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF LOUISIANA, INC.
D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF MICHIGAN, INC. D/B/A METTEL,
METROPOLITAN TELECOMMUNICATIONS OF MISSISSIPPI, INC., METROPOLITAN
TELECOMMUNICATIONS OF MISSOURI, INC. D/B/A METTEL, METROPOLITAN
TELECOMMUNICATIONS OF NEVADA, INC. D/B/A METTEL, METROPOLITAN
TELECOMMUNICATIONS OF NORTH CAROLINA, INC., METROPOLITAN TELECOMMUNICATIONS
OF OHIO, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF OKLAHOMA, INC.
D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF SOUTH CAROLINA, INC.,
METROPOLITAN TELECOMMUNICATIONS OF TENNESSEE, INC. D/B/A METTEL, METROPOLITAN
TELECOMMUNICATIONS OF TEXAS, INC. D/B/A METTEL, METROPOLITAN
TELECOMMUNICATIONS OF WISCONSIN, INC. D/B/A METTEL (COLLECTIVELY "CLEC")
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC
D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL
TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL
TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T
CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A
AT&T WISCONSIN (COLLECTIVELY "AT&T")

This amendment ("Amendment") revises the Agreements by and between AT&T and CLEC as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit A.

WHEREAS, AT&T and CLEC are Parties to Interconnection Agreements under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved and as subsequently amended ("Agreements"); and

WHEREAS, the Parties desire to modify certain provisions related to Operations Support Systems (OSS) and/or Data Connection Security Requirements, General Terms and Conditions; and

WHEREAS, CLEC has changed its name and wishes to reflect that name change as set forth herein; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. The Agreement is hereby amended to reflect the name change from “CLEC’s Previous Legal Name” to “CLEC’s New Legal Name” as identified in the attached Exhibit A.
3. AT&T shall reflect that name change from “CLEC’s Previous Legal Name” to “CLEC’s New Legal Name” only for the main billing account (header card) for each of the accounts previously billed to CLEC. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T’s records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, CLEC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by CLEC with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, CLEC shall operate with AT&T under “CLEC’s New Legal Name” name for those accounts. Such operation shall include, by way of example only, submitting orders under CLEC’s New Legal Name, and labeling (including re-labeling) equipment and facilities with CLEC’s New Legal Name. Any change in CLEC’s name including a change in the “d/b/a”, or due to assignment or transfer of this Agreement wherein only CLEC’s name is changing, and no CLEC Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CLEC Name Change under this Section. For any CLEC Name Change, CLEC is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CLEC must submit the appropriate service request to AT&T to update CLEC’s name on all applicable billing accounts (BANs), and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CLEC desire to change its name on individual circuits and/or End User records, CLEC must submit the appropriate service request(s) to AT&T to update CLEC’s name on individual circuits and/or End User records, and CLEC is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).

5. For the States of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin, the Parties agree to replace Section 9.1 from Appendix OSS – Resale & UNE with the following language:

9.0 Data Connection Security Requirements

- 9.1 CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Section and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

- 9.1.1 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T’s “Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures” document, which is revised from time to time and posted to the AT&T CLEC Online website.

6. For the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the Parties agree to add a new Section 2.1.2 and 2.1.2.1 to Attachment 6 Pre-Ordering, Ordering, provisioning, Maintenance and Repair:

- 2.1 Data Connection Security Requirements. CLEC agrees to comply with AT&T data connection security procedures as set forth on the AT&T CLEC Online website as they may change from time to time, including but not limited to procedures on joint security requirements, information security, user identification and authentication, network monitoring, and software integrity. To the extent there is a conflict between this Section and the Competitive Local Exchange Carrier (CLEC) Operations Support Systems (OSS) Procedures, the CLEC OSS Interconnection Procedures shall govern.

- 2.1.1 CLEC agrees that the interconnection of CLEC data facilities with AT&T data facilities for access to OSS will be in compliance with AT&T’s “Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures” document, which is revised from time to time and posted to the AT&T CLEC Online website.

7. For the States of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin, the Parties agree to replace Section 17 of the General Terms and Conditions with the following language:

17. Notices

- 17.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.1.1 delivered by electronic mail (email).

N.1.2 delivered by facsimile.

- 17.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 17.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section 17.4 below.

- 17.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt.

N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

- 17.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Legal Department
STREET ADDRESS	101 Crawfords Corner Road, Suite 4-311
CITY, STATE, ZIP CODE	Holmdel, NJ 07733
PHONE NUMBER*	(212) 359-5037
FACSIMILE NUMBER	(212) 701-8477
EMAIL ADDRESS	legal@mettel.net

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

- 17.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 17. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the

designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

- 17.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 17. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

- 17.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

8. For the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the Parties agree to replace Section 19 of the General Terms and Conditions with the following language:

19. Notices

- 19.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.1.1 delivered by electronic mail (email).

N.1.2 delivered by facsimile.

- 19.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

N.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 19.4 below.

N.2.2 delivered by facsimile provided CLEC has provided such information in Section 19.4 below.

- 19.3 Notices will be deemed given as of the earliest of:

N.3.1 the date of actual receipt.

N.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

N.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

19.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Legal Department
STREET ADDRESS	101 Crawfords Corner Road, Suite 4-311
CITY, STATE, ZIP CODE	Holmdel, NJ 07733
PHONE NUMBER*	(212) 359-5037
FACSIMILE NUMBER	(212) 701-8477
EMAIL ADDRESS	legal@mettel.net

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

19.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

19.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19. notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

N.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

N.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

19.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

9. For the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the Parties agree to add the following language as Section 31.0 to the General Terms & Conditions of the Agreement:

31 Fraud and Prohibited Traffic

31.1 Fraud

- 31.1.1 AT&T SOUTHEAST REGION 9-STATE shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll calls, ported numbers, and ABT.
- 31.1.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 31.1.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 31.1.2 above 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.
- 31.1.4 AT&T SOUTHEAST REGION 9-STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
- 31.1.5 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.
- 31.1.6 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification.

31.2 Prohibited Traffic

- 31.2.1 The services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:
 - 31.2.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;
 - 31.2.1.2 Traffic that unreasonably harms, harasses, or abuses; and
 - 31.2.1.3 Traffic that unreasonably interferes with the use of the AT&T SOUTHEAST REGION 9-STATE's network.
- 31.2.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:
 - 31.2.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;
 - 31.2.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
 - 31.2.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;
 - 31.2.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;

- 31.2.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;
 - 31.2.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
 - 31.2.2.7 Denial of Service attacks; and
 - 31.2.2.8 Artificial traffic stimulation, revenue pumping, regulatory arbitrage.
 - 31.2.3 If AT&T SOUTHEAST REGION 9-STATE reasonably believes that CLEC is transmitting any of the preceding types of traffic using any service provided under this Agreement, AT&T SOUTHEAST REGION 9-STATE may block the illegal traffic or discontinue the affected service and will provide written notice of such discontinuance as soon as reasonably practicable. In the event of such blocking or discontinuance, CLEC must indemnify AT&T SOUTHEAST REGION 9-STATE against any third party claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by AT&T SOUTHEAST REGION 9-STATE's gross negligence or willful misconduct.
 - 31.2.4 CLEC agrees that when it sends traffic to AT&T SOUTHEAST REGION 9-STATE, if it receives a request for information about traffic which is reasonably believed to be prohibited traffic that was sent to AT&T SOUTHEAST REGION 9-STATE (Traceback Request) from a traceback administrator authorized by USTelecom's Traceback Group (or its successor) ("Authorized Traceback Group") or from AT&T SOUTHEAST REGION 9-STATE, CLEC will promptly respond to the Traceback Request in good faith. CLEC agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., CLEC received the calls from CLEC's end user) or (ii) an intermediate Provider (i.e., CLEC received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. CLEC agrees to provide this information to an Authorized Traceback Group without requiring a subpoena or other formal demand or request.
10. For the States of Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin, the Parties agree to replace Section 6 in the General Terms & Conditions of the Agreement with the following language:
- 6. **END USER FRAUD AND PROHIBITED TRAFFIC**
 - 6.1 **Fraud**
 - 6.1.1 AT&T-12STATE shall not be liable to CLEC for any fraud associated with CLEC's End User account, including 1+ IntraLATA toll calls, ported numbers, and ABT.
 - 6.1.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
 - 6.1.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.1.2 above 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.
 - 6.1.4 AT&T-12STATE will use a Fraud Monitoring System to determine suspected occurrences of ABT-related fraud and will provide notification messages to CLEC on suspected occurrences of ABT-related fraud on CLEC accounts stored in the applicable LIDB.
 - 6.1.5 CLEC understands that Fraud Monitoring System alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to

determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a Fraud Monitoring System alert.

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

6.2 Prohibited Traffic

- 6.2.1 The services provided under this Agreement shall not be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:

- 6.2.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;
- 6.2.1.2 Traffic that unreasonably harms, harasses, or abuses; and
- 6.2.1.3 Traffic that unreasonably interferes with the use of the AT&T-12STATE's network.

- 6.2.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:

- 6.2.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;
- 6.2.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
- 6.2.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;
- 6.2.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;
- 6.2.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;
- 6.2.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
- 6.2.2.7 Denial of Service attacks; and
- 6.2.2.8 Artificial traffic stimulation, revenue pumping, regulatory arbitrage.

- 6.2.3 If AT&T-12STATE reasonably believes that CLEC is transmitting any of the preceding types of traffic using any service provided under this Agreement, AT&T-12STATE may block the illegal traffic or discontinue the affected service and will provide written notice of such discontinuance as soon as reasonably practicable. In the event of such blocking or discontinuance, CLEC must indemnify AT&T-12STATE against any third party claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by AT&T-12STATE's gross negligence or willful misconduct.

- 6.2.4 CLEC agrees that when it sends traffic to AT&T-12STATE, if it receives a request for information about traffic which is reasonably believed to be prohibited traffic that was sent to AT&T-12STATE (Traceback Request) from a traceback administrator authorized by USTelecom's Traceback Group (or its successor) ("Authorized Traceback Group") or from AT&T-12STATE, CLEC will promptly respond to the Traceback Request in good faith. CLEC agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., CLEC received the calls

from CLEC's end user) or (ii) an intermediate Provider (i.e., CLEC received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. CLEC agrees to provide this information to an Authorized Traceback Group without requiring a subpoena or other formal demand or request.

7. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying 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.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
11. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
12. For 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.

Exhibit A

AT&T ILEC ("AT&T")	CARRIER's Previous Legal Name	CARRIER's New Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Metropolitan Telecommunications of Alabama, Inc.		Interconnection Agreement	12/6/06
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel		Interconnection Agreement	8/26/05
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Metropolitan Telecommunications of California, Inc.	Metropolitan Telecommunications of California, Inc. d/b/a MetTel	Interconnection Agreement	8/25/05
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel		Interconnection Agreement	1/08/06
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Metropolitan Telecommunications of Georgia, Inc.	Metropolitan Telecommunications of Georgia, Inc. d/b/a MetTel	Interconnection Agreement	12/21/05
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel		Interconnection Agreement	7/13/05
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	MetTel Telecommunications of Indiana, Inc. d/b/a MetTel	Metropolitan Telecommunications of Indiana, Inc.	Interconnection Agreement	7/22/05
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Metropolitan Telecommunications of Kansas, Inc.	Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel	Interconnection Agreement	6/29/05
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Metropolitan Telecommunications of Kentucky, Inc. d/b/a MetTel		Interconnection Agreement	9/27/05
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Metropolitan Telecommunications of Louisiana, Inc.	Metropolitan Telecommunications of Louisiana, Inc. d/b/a MetTel	Interconnection Agreement	4/15/08

AT&T ILEC ("AT&T")	CARRIER's Previous Legal Name	CARRIER's New Legal Name	Contract Type	Approval Date
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Metropolitan Telecommunications of Michigan, Inc. d/b/a MetTel DE	Metropolitan Telecommunications of Michigan, Inc., d/b/a MetTel	Interconnection Agreement	6/30/05
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel	Metropolitan Telecommunications of Missouri, Inc.	Interconnection Agreement	9/16/05
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Metropolitan Telecommunications of Mississippi, Inc.		Interconnection Agreement	12/28/07
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Metropolitan Telecommunications of North Carolina, Inc.;		Interconnection Agreement	11/28/05
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Metropolitan Telecommunications of Nevada, Inc.	Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel	Interconnection Agreement	8/5/05
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel		Interconnection Agreement	9/13/05
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel		Interconnection Agreement	12/13/05
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Metropolitan Telecommunications of South Carolina, Inc.		Interconnection Agreement	12/6/05
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel	Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel	Interconnection Agreement	1/14/08
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel		Interconnection Agreement	6/24/05
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Metropolitan Telecommunications of Wisconsin, Inc.	Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel	Interconnection Agreement	6/22/05

AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC., METROPOLITAN TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF CALIFORNIA, INC., METROPOLITAN TELECOMMUNICATIONS OF FLORIDA, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF GEORGIA, INC., METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF INDIANA, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF KANSAS, INC., METROPOLITAN TELECOMMUNICATIONS OF KENTUCKY, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF LOUISIANA,



**INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF
MICHIGAN, INC., METROPOLITAN TELECOMMUNICATIONS OF
MISSISSIPPI, INC., METROPOLITAN TELECOMMUNICATIONS OF
MISSOURI, INC. D/B/A METTEL, METROPOLITAN
TELECOMMUNICATIONS OF NEVADA, INC. D/B/A METTEL,
METROPOLITAN TELECOMMUNICATIONS OF NORTH CAROLINA,
INC., METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC. D/B/A
METTEL, METROPOLITAN TELECOMMUNICATIONS OF OKLAHOMA,
INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF
SOUTH CAROLINA, INC., METROPOLITAN TELECOMMUNICATIONS OF
TENNESSEE, INC. D/B/A METTEL, METROPOLITAN
TELECOMMUNICATIONS OF TEXAS, INC. D/B/A METTEL,
METROPOLITAN TELECOMMUNICATIONS OF WISCONSIN, INC. D/B/A
METTEL**

Signature: eSigned - Andoni EconomouSignature: eSigned - Kristen E. ShoreName: eSigned - Andoni Economou
(Print or Type)Name: eSigned - Kristen E. Shore
(Print or Type)Title: COO/EVP
(Print or Type)Title: AVP- Regulatory
(Print or Type)Date: 01 Dec 2021Date: 01 Dec 2021

Metropolitan Telecommunications of Alabama, Inc.; Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel; Metropolitan Telecommunications of California, Inc.; Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel; Metropolitan Telecommunications of Georgia, Inc. d/b/a MetTel; Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel; Metropolitan Telecommunications of Indiana, Inc.; Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel; Metropolitan Telecommunications of Kentucky, Inc. d/b/a MetTel; Metropolitan Telecommunications of Louisiana, Inc. d/b/a MetTel; Metropolitan Telecommunications of Michigan, Inc.; Metropolitan Telecommunications of Mississippi, Inc.; Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel; Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel; Metropolitan Telecommunications of North Carolina, Inc.; Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel; Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel; Metropolitan Telecommunications of South Carolina, Inc.; Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel; Metropolitan Telecommunications of Texas, Inc.; Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

AMENDMENT TO THE AGREEMENT BETWEEN

**METROPOLITAN TELECOMMUNICATIONS OF ALABAMA, INC., METROPOLITAN
 TELECOMMUNICATIONS OF ARKANSAS, INC. D/B/A METTEL, METROPOLITAN
 TELECOMMUNICATIONS OF CALIFORNIA, INC., METROPOLITAN TELECOMMUNICATIONS OF
 FLORIDA, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF GEORGIA, INC.,
 METROPOLITAN TELECOMMUNICATIONS OF ILLINOIS, INC. D/B/A METTEL, METROPOLITAN
 TELECOMMUNICATIONS OF INDIANA, INC. D/B/A METTEL, METROPOLITAN
 TELECOMMUNICATIONS OF KANSAS, INC., METROPOLITAN TELECOMMUNICATIONS OF
 KENTUCKY, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF LOUISIANA, INC.
 D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF MICHIGAN, INC., METROPOLITAN
 TELECOMMUNICATIONS OF MISSISSIPPI, INC., METROPOLITAN TELECOMMUNICATIONS OF
 MISSOURI, INC. D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF NEVADA, INC. D/B/
 A METTEL, METROPOLITAN TELECOMMUNICATIONS OF NORTH CAROLINA, INC.,
 METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC. D/B/A METTEL, METROPOLITAN
 TELECOMMUNICATIONS OF OKLAHOMA, INC.
 D/B/A METTEL, METROPOLITAN TELECOMMUNICATIONS OF SOUTH CAROLINA, INC.,
 METROPOLITAN TELECOMMUNICATIONS OF TENNESSEE, INC. D/B/A METTEL, METROPOLITAN
 TELECOMMUNICATIONS OF TEXAS, INC. D/B/A METTEL, METROPOLITAN
 TELECOMMUNICATIONS OF WISCONSIN, INC. D/B/A METTEL (COLLECTIVELY “CLEC”)
 AND
 BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
 GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
 AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC
 D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
 INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL
 TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESALE, THE OHIO BELL
 TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T
 CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T
 KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A
 AT&T WISCONSIN (COLLECTIVELY “AT&T”)**

This Amendment (the “Amendment”) amends the Interconnection Agreement by and between AT&T and 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 the Agreements as shown in the attached Exhibit B; 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

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 (“FCC UNE Relief 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. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops (“Digital Loops”) pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 (“Digital Loop Embedded Base”) are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief 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 Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to a digital 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 the Digital Loop rate and the non-UNE rate that applies under this Section 6 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any Digital Loop Embedded Base remaining as of February 8, 2025.
 - c. AT&T’s election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
 - d. AT&T reserves the right to raise its rates by up to 25% as of February 08, 2024 and may elect to increase rates to market rates after February 08, 2025, when the grandfathering period expires. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent rate changes.
7. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops (“DS1 Loops”) pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 (“DS1 Loop Embedded Base”) are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE 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 DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 7 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.
 - c. AT&T’s election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1

arrangement available under a separate AT&T tariff or guidebook service.

8. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops (“DS3 Loops”) pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 (“DS3 Loop Embedded Base”) are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE 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 DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 8 for any new DS3 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.
 - c. AT&T’s election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service.
9. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport (“DFT”) pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 (“Dark Fiber Transport Embedded Base”) is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
 - 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 UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:
 - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iii. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 9 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.
 - c. AT&T’s election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service.
10. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.
11. As of February 8, 2021, CLEC may no longer covert existing Special Access circuits (as defined, ordered, and provisioned in AT&T ILEC’s interstate and/or intrastate tariffs) to UNES.

12. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.
13. 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.
14. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
15. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
16. 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.
17. 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).
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- 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 where not required under applicable law, regulation, and/or Commission requirement. 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 charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation.
- 2.13 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, regulation, and/or Commission requirement.
- 2.13 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.
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- 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.
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- 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.
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PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)	UEA	URESP	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)	NTCVG	URESP	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
AL	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation - Cross Connect		UCXC2	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop to Collocation (without testing) - Cross Connect		UCXD2	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop to Collocation - Cross Connect		UCXC4	
AR	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop to Collocation (without testing) - Cross Connect		UCXD4	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile		ULNHS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile		ULNHS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile		ULNJS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile		ULNJS	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-Cross Connect - DS1 to Collocation		UCXHX	
AR	UNBUNDLED DEDICATED TRANSPORT	DT-Cross Connect - DS3 to Collocation		UCXJX	
AR	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AR	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
AR	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKB	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	LKBAA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKB	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 1 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 2 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	2

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Zone 3 (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Statewide (OANAD Terminology - Basic or Assured Link - 2-Wire)	EE7T+, EE7U+, BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L1X++, L2X++, L32++, L33++, L36++	AELKA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 1 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	1
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 2 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	2
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Zone 3 (OANAD Terminology - 4-Wire Link)	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	3
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Statewide	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Loop - CO Facility Interface Connection (OANAD Terminology - 4-Wire - CO Facility Interface Connection)		3F74X	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Fixed Mileage (OANAD Terminology - Dedicated Transport Fixed Mileage)	CT1++, EE7M+	1L5UB	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-1 Variable Mileage (OANAD Terminology - Dedicated Transport Variable Mileage per mile)			
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Fixed Mileage (OANAD Terminology - Dedicated Transport DS-3 Fixed Mileage)	CT3++, EE7P+, EE7Q+	1L5UB	
CA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS-3 Variable Mileage (OANAD Terminology - Dedicated Transport DS-3 Variable Mileage per mile)			
CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-1/DS-0 MUX (OANAD Terminology - DS0/DS1)	CT1++, EE7M+	MQ1UB	
CA	UNBUNDLED DEDICATED TRANSPORT	MULTIPLEXING - DS-3/DS-1 MUX (OANAD Terminology - DS1/DS3)	CT3++, EE7P+, EE7Q+	MQ3UB	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UC	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX91	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Connect - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX99	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX99	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Disconnect - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS1/DS0 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS3/DS1 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Change - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS1/DS0 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS1/DS0 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS3/DS1 (CESAR/LEX - Simple)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Record - Multiplexing DS3/DS1 (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOX88	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	1L5UC	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS1 - Initial (Mechanized)	CT1++, EE7M+	MOX88	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOX88	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	1L5UC	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Connect - Digital Dedicated Transport DS3 - Initial (Mechanized)	CT3++, EE7P+, EE7Q+	MOX88	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	1L5UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS1 - Initial (Mechanized)	CT1++, EE7M+	MOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOX98	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	1L5UD	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Disconnect - Digital Dedicated Transport DS3 - Initial (Mechanized)	CT3++, EE7P+, EE7Q+	MOX98	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS1 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Change - Digital Dedicated Transport DS3 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (Manual/Fax - Complex)	CT1++, EE7M+	HOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (CESAR/LEX - Complex)	CT1++, EE7M+	SOCH3	
CA	UNBUNDLED EXCHANGE ACCESS LOOP	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS1 - Initial (Mechanized)			
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (Manual/Fax - Complex)	CT3++, EE7P+, EE7Q+	HOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (CESAR/LEX Complex)	CT3++, EE7P+, EE7Q+	SOCH3	
CA	UNBUNDLED DEDICATED TRANSPORT	Non Recurring Service Order/Channel Rates - Interoffice Transmission Facilities - (IOF) Dedicated Transport - Record - Digital Dedicated Transport DS3 - Initial (Mechanized)			
CA	ADDITIONAL NETWORK ELEMENTS	Master Leg Plug 2-Wire		ABPM2	
CA	ADDITIONAL NETWORK ELEMENTS	Master Leg Plug 4-Wire		ABPM4	
CA	ADDITIONAL NETWORK ELEMENTS	2-Wire Analog Bridge Plug			

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
CA	ADDITIONAL NETWORK ELEMENTS	4-Wire Analog Bridge Plug			

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES�	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES�	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
FL	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Loop Testing - Basic Additional Half Hour	UEANL	URETA	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop) [DISCONNECT]	UEANL	UEAMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop Non-Designed- Zone 1	UEQ	UEQ2X	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop Non-Designed- Zone 2	UEQ	UEQ2X	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Basic 1st Half Hour	UEQ	URET1	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Bulk Migration, per 2 Wire Voice Loop-SL1	UEQ	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES L	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone -DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone -DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
GA	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop -Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2HXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2HXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2HXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Rural(Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2WXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, Analog/Reverse Battery-Suburban(Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2WXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, analog/Reverse Battery-Metro(Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2WXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Rural (Access Area C)	MUJ++, EE7JX, UOB++, UOR++	U2JXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Suburban (Access Area B)	MUJ++, EE7JX, UOB++, UOR++	U2JXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start Loop, PBX-Metro (Access Area A)	MUJ++, EE7JX, UOB++, UOR++	U2JXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin Loop-Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
IL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Rural (Access Area C)	MUJ++, EE7KX, UOB++, UOR++	U4HXC	C
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Suburban (Access Area B)	MUJ++, EE7KX, UOB++, UOR++	U4HXB	B

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Metro Access Area A)	MUJ++, EE7KX, UOB++, UOR++	U4HXA	A
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect Service Order - Initial (Connect)	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	SEPUP	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Initial - Per Occasion (Connect + Disconnect) Service Order - (Disconnect)	MUJ++, UOB++, UOR++	NKCG6	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Subsequent - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	REAH9	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Loop Non-Recurring Charges - Service Ordering Charge - Analog Loops - Record Work Only - Per Occasion	MUJ++, EE7JX, EE7KX, EE7LX, UOB++, UOR++	NR9UP	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7MX, UK1++	CZ4XC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7MX, UK1++	1YZXC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4XC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXA	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZXC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination - All Areas	UB5++, EE7NX, UK3++	CZ4WC	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBA	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBB	
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile - All Areas	UB5++, EE7NX, UK3++	1YZBC	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXA	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXB	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVXC	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XA	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XB	
IL	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3XC	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXA	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXB	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions - DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYXC	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7MX, UK1++	NRBCL	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
IL	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges - DS3 Dedicated Transport Installation & Rearrangement Charges - DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, EE7NX, UK3++	NRBC4	
IL	UNBUNDLED DEDICATED TRANSPORT	Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBDT	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Connection	EE7JX	NKCAR	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish Disconnection	EE7JX	NKCAS	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Electronic Establish	EE7JX	NKCAT	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Connection	EE7JX	NKCAU	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Disconnection	EE7JX	NKCAV	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR - Analog Loop Service Order Charge, per ASR or LSR - Manual Establish Manual Subsequent	EE7JX	NKCAW	
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS1 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Electronic Establish Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	DS3 Transport Service Order Charge Per LSR or ASR - Manual Establish Disconnection	EE7NX		
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Connection	EE7MX	NKCB4	
IL	UNBUNDLED EXCHANGE ACCESS LOOP	Non-Channelized DS1 EEL Service Order - Electronic Establish Disconnection	EE7MX	NKCB5	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Connection	EE7JX	NKCB8	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Initial Disconnection	EE7JX	NKCB9	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Connection	EE7JX	NKCB A	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 2-Wire Analog Loop Connection - Additional Disconnection	EE7JX	NKCBB	
IL	OPERATIONS SUPPORT SYSTEM	Provisioining - 4-Wire Analog Loop Connection - Initial Connection	EE7KX	NKCBC	
IL	OPERATIONS SUPPORT SYSTEM	Provisioining - 4-Wire Analog Loop Connection - Initial Disconnection	EE7KX	NKCBD	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Connection	EE7KX	NKCBF	
IL	OPERATIONS SUPPORT SYSTEM	Provisioning - 4-Wire Analog Loop Connection - Additional Disconnection	EE7KX	NKCBF	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initial Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Initia Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Central Office Multiplexing DS1 to Voice - Additional Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Initial Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Connection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS1 Interoffice UDT - Collocated Additional Disconnection	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Connection	EE7MX	NKCBT	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Initial Disconnection	EE7MX	NKCBU	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Connection	EE7MX	NKCBV	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - 4-Wire DS1 Digital Loop to DS1 Interoffice UDT - Collocated - Additional Disconnection	EE7MX	NKCBW	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Initial Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Connection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - DS3 Interoffice UDT - Collocated - Additional Disconnection	EE7NX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Initial, Install	EE7MX	NKCC6	
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Install	EE7MX		
IL	UNBUNDLED DEDICATED TRANSPORT	Provisioning - Clear Channel Capability Additional, Disconnect	EE7MX	NKCC7	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCC9	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from Cage, DS3, Design and Coordination Charge	EE7MX	NKCCA	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DSO, Design and Coordination Charge	EE7JX, EE7KX, EE7LX	NKCCB	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS1, Design and Coordination Charge	EE7MX	NKCCC	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from Cage, DS3, Design and Coordination charge	EE7NX	NKCCD	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS1, Design and Coordination charge	EE7MX	NKCCE	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCF	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Channelized Facility from POP, DSO, Design and Coordination Charge			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DSO, Design and Coordination Charge			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from OPO, DSO, Design and coordination Charge	EE7JX, EE7KX, EE7LX	NKCCG	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS1, Design and Coordination Charge	EE7MX	NKCCH	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Non-Channelized Facility from POP, DS3, Design and Coordination Charge	EE7NX	NKCCJ	
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - Private Line to UNE Conversion			
IL	UNBUNDLED DEDICATED TRANSPORT	Special Access to UNE Conversion - AC2U Project Administrative Activity Per Service Circuit	EE7JX, EE7KX, EE7LX, EE7MX, EE7NX	NKCC8	
IL	UNBUNDLED DEDICATED TRANSPORT	Routine Modiifications to Existing Facilities Charge	MUJ++, UOB++, UOR++, UB5++, EE7MX, EE7NX, UK3++, UK1++		

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2HX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2HX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2HX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wir Ground Start, DID/Reverse Battery - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2WX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2WX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID/Reverse Battery - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2WX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2JX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2JX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2JX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2CX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2CX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2CX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Rate Class 1)	MUJ++, EE7JX, UOB++, UOR++	U2KX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Rate Class 2)	MUJ++, EE7JX, UOB++, UOR++	U2KX2	2
IN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Rate Class 3)	MUJ++, EE7JX, UOB++, UOR++	U2KX3	3
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Rate Class 1)	MUJ++, EE7KX, UOB++, UOR++	U4HX1	1
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Rate Class 2)	MUJ++, EE7KX, UOB++, UOR++	U4HX2	2

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Rate Class 3)	MUJ++, EE7KX, UOB++, UOR++	U4HX3	3
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
IN	UNBUNDLED DEDICATED TRANSPORT	Interoffice Transport DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Establishment Request, Install	EE7JX, EE7KX, EE7LX	NKCAR	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Establishment Request, Disconnect	EE7JX, EE7KX, EE7LX	NKCAS	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Analog 2-Wire Digital Loop, Subsequent Order	EE7JX, EE7KX, EE7LX	NKCAT	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Analog 2-Wire Digital Loop, Establishment Request, Install	EE7JX, EE7KX, EE7LX	NKCAU	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR manual, Analog 2-Wire Digital Loop, Establishment Request, Disconnect	EE7JX, EE7KX, EE7LX	NKCAV	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Analog 2-Wire Digital Loop, Subsequent Order	EE7MX	NKCAW	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Establishment Request, Install	EE7MX	NKCAX	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Establishment Request, Disconnect	EE7MX	NKCAY	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 Loop, Subsequent Order	EE7MX	NKCAZ	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Establishment Request, Install	EE7MX	NKCB1	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Establishment Request, Disconnect	EE7MX	NKCB2	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 Loop, Subsequent Order	EE7MX	NKCB3	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 or DS3 Transport, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, DS1 or DS3 Transport, Establishment Request, Disconnect			

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 or DS3 Transport, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, DS1 or DS3 Transport, Establishment Request, Disconnect			
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Non-channelized DS1 EEL, Establishment Request, Install	EE7MX	NKCB4	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, Non-channelized DS1 EEL, Establishment Request, Disconnect	EE7MX	NKCB5	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Non-channelized DS1 EEL, Establishment Request, Install	EE7MX	NKCB6	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) Service Order per LSR Manual, Non-channelized DS1 EEL, Establishment Request, Disconnect	EE7MX	NKCB7	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Electronic, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Install			
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) Service Order per LSR Manual, CO Multiplexing, DS1 to Voice, Establishment Request, Disconnect			
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Initial, Install	EE7JX	NKCB8	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Initial, Disconnect	EE7JX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Install	EE7JX	NKCBA	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Analog Loop Connection, Additional, Disconnect	EE7JX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Install	EE7KX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Initial, Disconnect	EE7KX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Install	EE7KX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Analog Loop Connection, Additional, Disconnect	EE7KX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Install	EE7LX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Initial, Disconnect	EE7LX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Install	EE7LX	NKCB9	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 2-Wire Digital Loop Connection, Additional, Disconnect	EE7LX	NKCB9	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Initial, Install	EE7MX	NKCBL	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Initial, Disconnect	EE7MX	NKCBM	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Additional, Install	EE7MX	NKCBN	
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire Digital Loop Connection, Additional, Disconnect	EE7MX	NKCBO	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DS I to Voice, Initial, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Initial, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Additional, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element CO Multiplexing, DSI to Voice, Additional, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Initial, Install	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Additional, Install	EE7MX		

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS1 Interoffice Dedicated Transport Collocated, Additional, Disconnect	EE7MX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Install	EE7MX	NKCBT	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7MX	NKCBU	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport Collocated, Add'l, Install	EE7MX	NKCBV	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element 4-Wire DS1 Digital Loop to DS1 Interoffice Dedicated Transport, Collocated, Add'l, Disconnect	EE7MX	NKCBW	
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Initial, Install	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Initial, Disconnect	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Additional, Install	EE7NX		
IN	UNBUNDLED DEDICATED TRANSPORT	Enhanced Extended Loop (EEL) New Combination per Element DS3 Interoffice Dedicated Transport Collocated, Additional, Disconnect	EE7NX		
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element Clear Channel Capability, Initial, Install	EE7MX	NKCC6	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED EXCHANGE ACCESS LOOP	Enhanced Extended Loop (EEL) New Combination per Element Clear Channel Capability, Additional, Install	EE7MX	NKCC7	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++, EE7MX	QMVX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X1	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X2	
IN	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++, EE7NX	QM3X3	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, UK1++	ORCMX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection Charge - Per Circuit	UB5++, UK1++	NRBCL	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, UK1++	NRBBL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, UK3++	ORCMX	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, UK3++	NRBCL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection Charge - Per Circuit	UB5++, UK3++	NRBC4	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, UK3++	NRBBL	
IN	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, UK3++	NRBDT	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Zone 3 (Urban)		U21	3
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
KS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
KS	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation		UCXHX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	
KS	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
KS	UNBUNDLED DEDICATED TRANSPORT	2-wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
KY	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
KY	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
KY	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
KY	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
KY	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
KY	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
KY	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise	UEQ	URETL	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Loop Testing - Basic 1st Half Hour	UEQ	URET1	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop -Loop Testing - Basic Additional Half Hour	UEQ	URETA	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
LA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES�	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
LA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES�	
LA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
LA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
LA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
LA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
LA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
LA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
LA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
LA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
LA	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2HB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2WC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2WB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, Analog DID/Reverse Battery - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2WAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2JC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2JB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Ground Start, PBX - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2JAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2CC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2CB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - COPTS Coin - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2CAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Rural (Zone C)	MUJ++, EE7JX, UOB++, UOR++	U2KC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Suburban (Zone B)	MUJ++, EE7JX, UOB++, UOR++	U2KB1	B
MI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - EKL - Metro (Zone A)	MUJ++, EE7JX, UOB++, UOR++	U2KAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Zone C)	MUJ++, EE7KX, UOB++, UOR++	U4HC1	C
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Zone B)	MUJ++, EE7KX, UOB++, UOR++	U4HB1	B

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Zone A)	MUJ++, EE7KX, UOB++, UOR++	U4HAA	A
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached	MUJ++, EE7KX, UOB++, UOR++	NKCU1	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Design Layout Report Date	MUJ++, EE7KX, UOB++, UOR++	NR95O	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Records Issue Date	MUJ++, EE7KX, UOB++, UOR++	NR95P	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Designed, Verified, and Assigned Date	MUJ++, EE7KX, UOB++, UOR++	NR95Q	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Cancellation or Change Service Charge-Analog Loop, per last critical date reached Plant Test Date	MUJ++, EE7KX, UOB++, UOR++	NR95R	
MI	UNBUNDLED EXCHANGE ACCESS LOOP	Due Date Change Charge, per Order, per Occasion Analog Loop	MUJ++, EE7KX, EE7JX, UOB+, UOR++	NR955	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 1	UB5++, EE7MX, UK1++	CZ4X1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 2	UB5++, EE7MX, UK1++	CZ4X2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Zone 3	UB5++, EE7MX, UK1++	CZ4X3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Point of Termination Interzone	UB5++, EE7MX, UK1++	CZ4XZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 1	UB5++, EE7MX, UK1++	1YZX1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 2	UB5++, EE7MX, UK1++	1YZX2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Zone 3	UB5++, EE7MX, UK1++	1YZX3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice Mileage Per Mile Interzone	UB5++, EE7MX, UK1++	1YZXZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX1	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX2	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Connect	UB5++, EE7MX, UK1++	CLYX3	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Clear Channel Capability - Per DS1 Circuit Arranged All Zones Disconnect			
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU8	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU8	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Connect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU8	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7MX, UK1++	NKCU9	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7MX, UK1++	NKCU9	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7MX, UK1++	NKCU9	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC UDT Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7MX, UK1++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS1 Interoffice NRC EELS Installation and Rearrangement - Admin. Charge, Disconnect, Per Order	UB5++, EE7MX, UK1++	NR9OT	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 1	UB5++, EE7NX, UK3++	CZ4W1	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 2	UB5++, EE7NX, UK3++	CZ4W2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Zone 3	UB5++, EE7NX, UK3++	CZ4W3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage Termination - Per Point of Termination Interzone	UB5++, EE7NX, UK3++	CZ4WZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 1	UB5++, EE7NX, UK3++	1YZB1	1

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 2	UB5++, EE7NX, UK3++	1YZB2	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Zone 3	UB5++, EE7NX, UK3++	1YZB3	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice Mileage - Per Mile Interzone	UB5++, EE7NX, UK3++	1YZBZ	I
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUE	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUE	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC (Connect + Disconnect) Connect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUE	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 1 per circuit	UB5++, EE7NX, UK3++	NKCUF	1
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 2 per circuit	UB5++, EE7NX, UK3++	NKCUF	2
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC Disconnect Zone 3 per circuit	UB5++, EE7NX, UK3++	NKCUF	3
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Installation and Rearrangement - Admin. Charge, Connect, Per Order	UB5++, EE7NX, UK3++	ORCMX	
MI	UNBUNDLED DEDICATED TRANSPORT	DS3 Interoffice NRC DS3 Installation and Rearrangement - Admin. Charge, Disconnect, Per	UB5++, EE7NX, UK3++	NRBCL	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX2	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade All Zones, Per Arrangement	UB5++, UK1++	QMVX3	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X1	
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X2	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1 All Zones, Per Arrangement	UB5++, UK3++	QM3X3	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
MI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Urban STL, KC)		U21	1
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Rural)		U21	3
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 4 (Urban Springfield)		U21	4
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Urban STL, KC)		U4H	1
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Rural)		U4H	3
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 4 (Urban Springfield)		U4H	4
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation	LU1	UCXC2	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)	LU1	UCXD2	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation	LU1	UCXC4	
MO	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)	LU1	UCXD4	
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 1		UXRA1	1
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 2		UXRA2	2
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop Cross Connect to POA - Method 3		UXRA3	3
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 1		UXRB1	1
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 2		UXRB2	2

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Analog Loop Cross Connect to POA - Method 3		UXRB3	3
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 1		UXRC1	1
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 2		UXRC2	2
MO	UNBUNDLED DEDICATED TRANSPORT	2-Wire Digital Loop Cross Connect to POA - Method 3		UXRC3	3
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 1		UXRD1	1
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 2		UXRD2	2
MO	UNBUNDLED DEDICATED TRANSPORT	4-Wire Digital Loop Cross Connect to POA - Method 3		UXRD3	3
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 1		UXRQ1	1
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 2		UXRQ2	2
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS1 - Method 3		UXRQ3	3
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 1			1
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 2			2
MO	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect to POA: DS3 - Method 3			3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNHS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNHS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNHS	4

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNHS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNHS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNHS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL, KC)		ULNJS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)		ULNJS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)		ULNJS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL, KC)		ULNJS	1
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)		ULNJS	3
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)		ULNJS	4
MO	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS1 to Collocation	UBNTX	DXZTA	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS1 to Collocation - Disconnect	UBNTX	NKCTE	
MO	UNBUNDLED DEDICATED TRANSPORT	DT Cross Connect - DS3 to Collocation		UCXJX	
MO	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG - Multiplexing		UM4BX	
MO	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1 - Multiplexing		UM4AX	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4	UEANL	UEAL2	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4 [DISCONNECT]	UEANL	UEAL2	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4	UEANL	UEASL	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4 [DISCONNECT]	UEANL	UEASL	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	UEQ	UEQ2X	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4 [DISCONNECT]	UEQ	UEQ2X	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 4	UEA	UEAL4	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 4 [DISCONNECT]	UEA	UEAL4	4
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4	NTCVG	UEAL2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4 [DISCONNECT]	NTCVG	UEAL2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4	NTCVG	UEAR2	4
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4 [DISCONNECT]	NTCVG	UEAR2	4
MS	UNE LOOP COMMINGLING	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
MS	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 4	NTCVG	UEAL4	4
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 4 [DISCONNECT]	NTCVG	UEAL4	4
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
MS	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
MS	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
MS	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 4	UNCVX	UEAL4	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 4 [DISCONNECT]	UNCVX	UEAL4	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 4	UNC1X	USLXX	4
MS	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 4 [DISCONNECT]	UNC1X	USLXX	4
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
MS	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
MS	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
NC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES�	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES�	
NC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
NC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
NC	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
NC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
NC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
NC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
NC	ADDITIONAL NETWORK ELEMENTS	NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKB	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	2

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	LKBAA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKB	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 1	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	1

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 2	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Zone 3	EE7T+, EE7U+, BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AELKA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 1			1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 2			2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	5db Conditioning - 2-Wire Analog - Zone 3			3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 1	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+,	LK4WA	1
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 2	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+,	LK4WA	2
NV	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Zone 3	EE71+, EE72+, EE73+, EE75+, EE76+, EE77+, EE78+, EE79+, EE7X+, EE7Y+, EE7Z+, EE74+	LK4WA	3
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 2-wire	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	CCDSO	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 2-wire	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	AEE1S	
NV	UNBUNDLED EXCHANGE ACCESS LOOP	Cross Connects to Collocation Cage - Analog 4-wire		C2CB4	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 1	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 2	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 2-Wire - Method 3	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++	UXRA5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 1		UXRB1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 2		UXRB2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Analog Loop to POA - 4-Wire - Method 3		UXRB5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 1	B1L++, R1L++, LK1, L56++, L2DC	UXRA1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 2	B1L++, R1L++, LK1, L56++, L2DC	UXRA2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 2-Wire - Method 3	B1L++, R1L++, LK1, L56++, L2DC	UXRA5	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 1	BDL++	UXRB1	1
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 2	BDL++	UXRB2	2
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Point of Access (POA) - Digital Loop to POA - 4-Wire - Method 3	BDL++	UXRB5	3
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS1 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Fixed (per termination)	CT1++, EE7M+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport - DS3 Interoffice Transport - Statewide - Variable (per mile)	CT3++, EE7P+, EE7Q+	1L5UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS1 to Collocation			
NV	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connect - DS3 to Collocation			
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 / Voice Grade	CT1++, EE7M+	MQ1UB	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 / DS1	CT3++, EE7P+, EE7Q+	MQ3UB	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	XOX15	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	HOX15	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 2-Wire - Initial (Mechanized)	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	MOX15	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	CDS1S	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	HOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	Analog/Digital 4-Wire - Initial (Mechanized)	LK4WA, BDL++	MOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	CDS3S	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	HOX82	
NV	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation - Initial (Mechanized)	ULUC+	MOX82	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	XOX18	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	BCL++, RCL++,L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+. RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	HOX18	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 2-Wire - Initial (Mechanized)	BCL++, RCL++, L3X++, L4X++, L5X++, L6X++, L7X++, L8X++, L9X++, LAX++, LBX++, LCX++, LWX++, L2X++, L32++, L33++, L36++, LPX++, LTX++, B1L++, R1L++, LK1, L56++, L2DCB, P1A+, RP1A+, NS1A+, BP1B+, RP1B+, NS1B+, BP2X+, RP2X+, NS2X+, BP3A+, RP3A+, NS3A+, BP4X+, RP4X+, NS4X+, BP5X+, RP5X+, NS5X+, BP7X+, RP7X+, NS7X+	MOX18	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	CDS1D	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	LK4WA, BDL++	HOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - Analog/Digital 4-Wire - Initial (Mechanized)	LK4WA, BDL++	MOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	CDS3D	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (CESAR/LEX - Simple)	ULUC+	HOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Disconnect - DS3 to Collocation - Initial (Mechanized)	ULUC+	MOX96	
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 2-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - Analog/Digital 4-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - DS3 to Collocation - Initial (CESAR/LEX - Simple)			

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Change - DS3 to Collocation - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 2-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - Analog/Digital 4-Wire - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - DS3 to Collocation - Initial (CESAR/LEX - Simple)			
NV	UNBUNDLED DEDICATED TRANSPORT	Cross Connects to Collocation Cage - Record - D366DS3 to Collocation - Initial (Mechanized)			
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UC	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX91	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UC	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX91	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Connect - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	MQ1UD	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+	HOX99	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	MQ3UD	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+	HOX99	
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Disconnect - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Change - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS1/DS0 (CESAR/LEX - Simple)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS1/DS0 (Mechanized)	CT1++, EE7M+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS3/DS1 (CESAR/LEX - Simple)	CT3++, EE7P+, EE7Q+		
NV	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - Record - DS3/DS1 (Mechanized)	CT3++, EE7P+, EE7Q+		

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2HXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2JXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, DID Business - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2WXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2CXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2CXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2CXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2KXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2KXC	C
OH	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7JX	U2KXD	D
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access Area C)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area D)	MUJ++, UOB++, UOR++, EE7LX	U4HXD	D
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: 'DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
OH	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX1	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX2	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Clear Channel Capability - Per 1.544 Mbps Circuit	UB5++, EE7MX, UK1++	CLYX3	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Design & Central Office Connection	UB5++, EE7MX, UK1++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	
OH	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1(Rural)		U4H	1
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
OK	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to Collocation		UCXHX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to Collocation		UCXJX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG		UM4BX	
OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1		UM4AX	
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 1		UXRA1	1
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 2		UXRA2	2
OK	UNBUNDLED DEDICATED TRANSPORT	2-Wire Analog Loop to POA - Method 3		UXRA3	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise	UEQ	URETL	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
SC	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
SC	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
SC	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
SC	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
SC	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
SC	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT] (USOC=UEAL2)	UEANL	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 (USOC=UEAL2)	UEANL	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT] (USOC=UEAL2)	UEANL	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 (USOC=UEAL2)	UEANL	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT] (USOC=UEAL2)	UEANL	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 (USOC=UEAL2)	UEANL	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT] (USOC=UEASL)	UEANL	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 (USOC=UEASL)	UEANL	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT] (USOC=UEASL)	UEANL	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 (USOC=UEASL)	UEANL	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT] (USOC=UEASL)	UEANL	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 (USOC=UEASL)	UEANL	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	UEQ	UEQ2X	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT] (USOC=UEQ2X)	UEQ	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 (USOC=UEQ2X)	UEQ	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT] (USOC=UEQ2X)	UEQ	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 (USOC=UEQ2X)	UEQ	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT] (USOC=UEQ2X)	UEQ	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 (USOC=UEQ2X)	UEQ	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URES�)	UEA	SOMAN	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) (USOC=URES L)	UEA	SOMAN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT] (USOC=UEAL4)	UEA	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 (USOC=UEAL4)	UEA	SOMAN	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT] (USOC=UEAL4)	UEA	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 (USOC=UEAL4)	UEA	SOMAN	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT] (USOC=UEAL4)	UEA	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 (USOC=UEAL4)	UEA	SOMAN	3
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) [DISCONNECT] (USOC=URES�)	UEA	SOMAN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0) (USOC=URES�)	UEA	SOMAN	
TN	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
TN	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
TN	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT] (USOC=U1TF1)	U1TD1	SOMAN	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination (USOC=U1TF1)	U1TD1	SOMAN	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3)	U1TD3	SOMAN	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination (USOC=U1TF3)	U1TD3	SOMAN	
TN	UNBUNDLED DEDICATED TRANSPORT	Stand Alone - Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 (USOC=UEAL4)	UNCVX	SOMAN	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 (USOC=UEAL4)	UNCVX	SOMAN	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 (USOC=UEAL4)	UNCVX	SOMAN	3

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT] (USOC=USLXX)	UNC1X	SOMAN	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 (USOC=USLXX)	UNC1X	SOMAN	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT] (USOC=USLXX)	UNC1X	SOMAN	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 (USOC=USLXX)	UNC1X	SOMAN	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT] (USOC=USLXX)	UNC1X	SOMAN	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 (USOC=USLXX)	UNC1X	SOMAN	3
TN	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT] (USOC=UE3PX)	UNC3X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination (USOC=UE3PX)	UNC3X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT] (USOC=U1TF1)	UNC1X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination (USOC=U1TF1)	UNC1X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT] (USOC=U1TF3)	UNC3X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination (USOC=U1TF3)	UNC3X	SOMAN	
TN	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
TN	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

PRICING SHEETS

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

PRICING SHEETS

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	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1 - Disconnect		NKCT6	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2HXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2HXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2HXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2WXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2WXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, Analog DID/Reverse Battery - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2WXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7JX	U2JXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7JX	U2JXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Ground Start, PBX - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7JX	U2JXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2CXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2CXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire COPTS Coin - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2CXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Rural (Access Area C)	MUJ++, UOB++, UOR++	U2KXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Suburban (Access Area B)	MUJ++, UOB++, UOR++	U2KXB	B
WI	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire EKL - Metro (Access Area A)	MUJ++, UOB++, UOR++	U2KXA	A
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Rural (Access Area C)	MUJ++, UOB++, UOR++, EE7KX	U4HXC	C
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Suburban (Access Area B)	MUJ++, UOB++, UOR++, EE7KX	U4HXB	B

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog - Metro (Access Area A)	MUJ++, UOB++, UOR++, EE7KX	U4HXA	A
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7MX, UK1++	CZ4X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS1 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7MX, UK1++	1YZX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	UB5++, EE7NX, UK3++	CZ4W3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB1	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB2	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Interoffice Transport: DS3 Interoffice Mileage - Per Mile - All Zones	UB5++, EE7NX, UK3++	1YZB3	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS1 to Voice Grade	UB5++, UK1++	QMVX3	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X1	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X2	
WI	UNBUNDLED DEDICATED TRANSPORT	Multiplexing DS3 to DS1	UB5++, UK3++	QM3X3	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS1	UB5++, EE7MX, UK1++	CXCDX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Cross Connects DS3	UB5++, EE7NX, UK3++	CXCEX	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX1	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX2	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged	UB5++, EE7MX, UK1++	CLYX3	
WI	UNBUNDLED DEDICATED TRANSPORT	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect			
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administration Charge - Per Order	UB5++, EE7MX, UK1++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Administrative Charge - Per Disconnect Order	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge - Per	UB5++, EE7MX, UK1++	NRBCL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Design & Central Office Connection Charge	UB5++, EE7MX, UK1++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Optional Features & Functions DS1 Carrier Connection Charge - Per Order	UB5++, EE7MX, UK1++	NRBBL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administration Charge - Per Order	UB5++, EE7NX, UK3++	ORCMX	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Administrative Charge - Per Disconnect	UB5++, EE7NX, UK3++	TBD	

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	NRBCL	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Design & Central Office Connection	UB5++, EE7NX, UK3++	TBD	
WI	UNBUNDLED DEDICATED TRANSPORT	Dedicated Transport Installation & Rearrangement Charges DS3 Carrier Connection Charge - Per Order	UB5++, EE7NX, UK3++	NRBBL	

Exhibit B

AT&T ILEC ("AT&T")	CLEC's Legal Name	Contract Type	Approval Date
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	Metropolitan Telecommunications of Alabama, Inc.	Interconnection	12/06/2006
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	Metropolitan Telecommunications of Florida, Inc. d/b/a MetTel	Interconnection	01/08/2006
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	Metropolitan Telecommunications of Georgia, Inc. d/b/a MetTel	Interconnection	12/21/2005
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	Metropolitan Telecommunications of Kentucky, Inc. d/b/a MetTel	Interconnection	09/27/05
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	Metropolitan Telecommunications of Louisiana, Inc. d/b/a MetTel	Interconnection	04/15/08
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	Metropolitan Telecommunications of Mississippi, Inc.	Interconnection	12/28/07
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	Metropolitan Telecommunications of North Carolina, Inc.	Interconnection	11/28/05
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	Metropolitan Telecommunications of South Carolina, Inc.	Interconnection	12/06/05
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	Metropolitan Telecommunications of Tennessee, Inc. d/b/a MetTel	Interconnection	01/14/08
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS	Metropolitan Telecommunications of Illinois, Inc. d/b/a MetTel	Interconnection	7/13/2005
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	Metropolitan Telecommunications of Indiana, Inc.	Interconnection	7/22/2005

AT&T ILEC ("AT&T")	CLEC's Legal Name	Contract Type	Approval Date
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	Metropolitan Telecommunications of Michigan, Inc.	Interconnection	6/30/2005
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	Metropolitan Telecommunications of Nevada, Inc. d/b/a MetTel	Interconnection	8/5/2005
The Ohio Bell Telephone Company d/b/a AT&T OHIO	Metropolitan Telecommunications of Ohio, Inc. d/b/a MetTel	Interconnection	9/13/2005
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	Metropolitan Telecommunications of California, Inc.	Interconnection	8/25/2005
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	Metropolitan Telecommunications of Arkansas, Inc. d/b/a MetTel	Interconnection	8/26/2005
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	Metropolitan Telecommunications of Kansas, Inc. d/b/a MetTel	Interconnection	6/29/2005
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	Metropolitan Telecommunications of Missouri, Inc. d/b/a MetTel	Interconnection	9/16/2005
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Metropolitan Telecommunications of Oklahoma, Inc. d/b/a MetTel	Interconnection	12/13/2005
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Metropolitan Telecommunications of Texas, Inc.	Interconnection	6/24/2005
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	Metropolitan Telecommunications of Wisconsin, Inc. d/b/a MetTel	Interconnection	6/22/2005