INTERCONNECTION AGREEMENT-TEXAS

between

Southwestern Bell Telephone, L.P.
d/b/a SBC TEXAS

and

CLEC

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SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC TEXAS
AND
CLEC

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INTERCONNECTION AGREEMENT - TEXAS

This Interconnection Agreement - Texas (Agreement) is between the CLEC identified on the signature page of this Agreement ("CLEC") and Southwestern Bell Telephone, L.P., d/b/a SBC Texas ("SBC TEXAS"), a Texas Limited Partnership, having its principal office at 175 E. Houston Street, San Antonio, TX 78205 (collectively the Parties). This Agreement is the result of an arbitration in Docket No. 28821, between SBC TEXAS and the CLEC Coalition.

WHEREAS, pursuant to Section 251 and 252 of the Telecommunications Act of 1996 (the Act), the Parties wish to establish terms for the resale of SBC TEXAS services and for the provision by SBC TEXAS of Interconnection, Unbundled Network Elements, and Ancillary Functions as designated in the Attachments hereto.

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

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon Points of Interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities 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 Southwestern Bell Telephone, L.P. d/b/a SBC TEXAS is the incumbent Local Exchange Carrier and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled network elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the SBC TEXAS' areas by the Public Utility Commission of Texas;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement CLEC and SBC TEXAS hereby agree as follows:

1.0 INTRODUCTION

1.1 This Agreement sets forth the terms, conditions and prices under which SBC TEXAS agrees to provide (a) services for resale (hereinafter referred to as Resale services), (b) Unbundled Network Elements, or combinations of such Unbundled Network Elements (Combinations), (c) Ancillary Functions and (d) Interconnection to CLEC. This Agreement also sets forth the terms and conditions for the interconnection of CLEC's network to SBC TEXAS' network and reciprocal compensation for the transport and termination of telecommunications.

1.2 Subject to the provisions of Attachment 6: Unbundled Network Elements and upon CLEC request, SBC TEXAS shall meet its combining obligations involving 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.

1.3 Pursuant to Attachment 6: Unbundled Network Elements, in the event that SBC TEXAS denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, SBC TEXAS shall provide 45 days 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 TEXAS 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 2.12 of Attachment 6: Unbundled Network Elements Appendix.

1.4 During the term of this Agreement, SBC TEXAS shall not change or discontinue, as to CLEC, any policy, process, procedure or method offered to CLEC without a 45-day written notice, unless the implementation of such change or discontinuance of such policy, process, procedure or method is beyond the control of SBC TEXAS.

1.5 SBC TEXAS may fulfill the requirements imposed upon it by this Agreement by itself or may cause its Affiliates to take such actions to fulfill the responsibilities.

1.6 This Agreement includes and incorporates herein the Attachments listed immediately following the Table of Contents of this Agreement, and all accompanying Appendices, Addenda and Exhibits.

1.7 Subject to Attachments 1 through 5 Resale and Attachments 6 through 10 Unbundled Network Elements, SBC TEXAS will perform all of its obligations concerning its offering of Resale services and unbundled Network Elements under this Agreement throughout the specific operating service area(s) or portion thereof where SBC TEXAS is certified by the Public Utility Commission of Texas as the incumbent local exchange carrier; 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.

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

2.0 EFFECTIVE DATE, TERM, AND TERMINATION

2.1 The effective date of this Agreement (the "Effective Date") shall be as follows: (i) unless this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252 of the Act, then the Effective Date of this Agreement shall be ten (10) calendar days after the Public Utility Commission of Texas (the "Commission") approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act; or (ii) if this Agreement is a successor agreement to an effective interconnection agreement between the Parties under Sections 251/252, then the Effective Date shall be the date upon which the Commission approves the Agreement under the Act, or absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

2.2 The Agreement shall have a term ("Term") of three (3) years and ninety (90) days commencing on the Effective Date. Absent the receipt by one Party of written notice from the other Party not earlier than 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term ("Notice of Expiration"), this Agreement shall remain in full force and effect, on a month to month basis, on and after the expiration of the Term until terminated by either Party.

2.2.1 If either Party serves Notice of Expiration pursuant to Section 2.2, CLEC shall have twenty (20) calendar days to provide SBC TEXAS written confirmation if CLEC wishes to pursue a successor agreement with SBC TEXAS or alternatively, if CLEC wishes to allow the current Agreement to expire. If CLEC wishes to pursue a successor agreement with SBC TEXAS, CLEC shall attach to its written confirmation or Notice of Expiration, as applicable, a written request to commence negotiations with SBC TEXAS under Sections 251/252 of the Act. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

2.2.1.1 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with SBC TEXAS in its, as applicable, Notice of Expiration or the written confirmation required after receipt of SBC TEXAS' Notice of Expiration, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received Notice of Expiration. Unless otherwise agreed by the Parties, if the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received Notice of Expiration, the Parties shall have no further obligations under this Agreement, except those described in Sections 2.4 and 48.

2.3 The terms and conditions and rates and charges contained herein will continue to apply until the earlier of (i) termination by either Party under the terms of this Agreement; (ii) the date a successor agreement becomes effective or (iii) the date that is ten (10) months after the date on which SBC TEXAS received CLEC's Section 252(a)(1) request, unless an arbitration petition has been filed by either Party, in which case (ii) applies. If CLEC requests negotiation of a successor agreement, the rates, terms and conditions of this Agreement will continue in effect during the pendency of the parties' negotiations and, if applicable, arbitration.

2.4 CLEC may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior notice but its liabilities and obligations shall continue in accordance with Section 48 below.

2.5 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Unbundled Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement, other than as set forth in Section 10, and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement

pursuant to this Section 2.5 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

2.6 As long as a non-paying Party has disputed unpaid amounts in good faith and pursuant to the terms of this Agreement, non-payment is not to be deemed, nor should it be construed as, a material breach of this Agreement.

2.7 In the event of expiration or termination of this Agreement other than pursuant to Section 2.5, SBC TEXAS and CLEC shall cooperate in good faith to effect an orderly and timely transition of service under this Agreement to CLEC or to another vendor. So long as CLEC fulfills said obligation to effect an orderly and timely transition of service, SBC TEXAS shall not terminate service to CLEC's end users and such service shall be provided pursuant to the terms of the interconnection agreement during this transition period. SBC TEXAS and CLEC shall continue their responsibilities under the terms and conditions of the terminated or expired Agreement for any order submitted to SBC TEXAS in connection with this transition of service.

3.0 CHANGE IN LAW; RESERVATION OF RIGHTS

3.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the Parties before the Commission. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the following, as of January 23, 2004, which is the date this Agreement is filed for arbitration with the Commission: the Act, the applicable rules, regulations and Orders promulgated under the Act by the FCC, and applicable Texas statutes, rules, regulations and Commission orders, and judicial decisions by courts of competent jurisdiction interpreting and applying said federal and Texas statutes, rules, regulations and Orders. In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) that are issued, rendered, or adopted after January 23, 2004. Additionally, each Party expressly reserves its intervening law rights relating to the following actions: the impairment proceedings that will be heard before the Commission and any pending appeals that relate to, or arise from, the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) (the "TRO") and the D.C. Circuit's decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) ("USTA") For purposes of this Agreement, "Change in Law" shall be defined as any legally binding judicial decision by a court of competent jurisdiction, amendment of the Act or applicable Texas statute, or legislative, federal or state regulatory action, rule, regulation or other legal action that materially revises, reverses, modifies or clarifies the meaning of the Act, an applicable Texas statute or any of said rules, regulations, Orders, or judicial decisions which otherwise materially affect any of the material provisions set forth in this Agreement that is issued, rendered or adopted after January 23, 2004. For purposes of this Section, "legally binding" means that the relevant legal action has not been stayed, no request for a stay is pending and if any deadline for requesting a stay is designated by statute or regulation, such deadline has passed. If either Party believes that a Change in Law within the meaning of this Section has occurred, that Party may request renegotiation by written notice to the other Party. The Parties shall thereafter renegotiate the affected provisions in this Agreement in good faith and amend this Agreement to reflect such Change in Law. For avoidance of any doubt, this Section shall also apply to situations where this Agreement defines the rights or obligations of either Party solely by reference to Applicable Law or similar reference. In the event that any renegotiation under Section 3.0 is not concluded within ninety (90) days after one Party gives the other notice that it demands renegotiation pursuant to this provision, or if at any time during such ninety (90) day period the Parties shall have ceased to negotiate such terms for a continuous period of fifteen (15) business days or if the non-requesting Party refuses to

engage in such renegotiation on the ground that there has been no Change in Law sufficient to require renegotiation under this Section, the dispute shall be resolved as provided in Section 11 of this Agreement.

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

4.0 GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.

4.2 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.

4.3 Minimum Insurance Requirements:

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

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

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

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

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

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

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

4.3.4 Subcontractor Coverage:

4.3.4.1 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.3.1 through 4.3.3.3, as applicable, of this Agreement.

4.3.5 Companies Affording Insurance:

4.3.5.1 The Parties agree that companies affording the insurance coverage required under Section 4.3 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.

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

4.3.6 Self Insurance:

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

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

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

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

4.3.7 This Section 4.3 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.

4.4 Simultaneously with CLEC's execution of this Agreement, CLEC shall insert its state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled network elements) and a separate and distinct OCN/AECN for Resale Services on the signature page of this Agreement and provide SBC TEXAS with a copy.

4.5 When an End User changes its service provider from SBC TEXAS to CLEC or from CLEC to SBC TEXAS and does not retain its original telephone number, SBC will make available to the CLEC the ability to order and provision a Referral Announcement on the original telephone number to announce the new telephone number. The Party formerly providing service shall be responsible for furnishing the Referral Announcement service pursuant to regulatory requirements, provided such Announcement is requested for the original telephone number.

4.6 Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees threatens to materially 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.

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

4.8 The Parties acknowledge and agree that CLEC will not order products and services not included within this Agreement. The Parties acknowledge and agree that SBC will bill the CLEC for products and services included within this Agreement in accordance with the prices set forth in all applicable pricing schedules contained in this agreement and any future amendments thereto. 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 will agree upon a rate or charge to include in this Agreement for billing of said products and services. If the Parties cannot agree, either Party may pursue dispute resolution under the applicable provisions of this Agreement.

4.9 Upon termination or expiration of this Agreement, in accordance with the provisions contained in this Agreement, the Parties shall comply with the following obligations:

4.9.1 Each Party shall continue to comply with its obligations set forth in Section 48 Survival of Obligations; and

4.9.2 Each Party shall promptly pay all amounts, including any late payment charges, owed under this Agreement;

4.9.3 Each Party's confidentiality obligations shall survive after termination or expiration for a period of time equal to the term of the Agreement or the applicable Statute of Limitations, whichever is less; and

4.9.4 Each Party's indemnification obligations shall survive after termination or expiration for a period of time equal to the term of the Agreement or the applicable Statute of Limitations, whichever is less.

4.10 SBC TEXAS will make available any interconnection, service or network element provided under an agreement approved by a regulatory commission under Section 252 of the Act to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252(i) of the Act, as that Section has been interpreted by the FCC in its implementing rule(s), as such rules may be amended from time to time, along with any other relevant decision(s) by a regulatory or legislative body or court of competent jurisdiction (subject to any appeals or associated review.

5.0 ASSIGNMENT OF CONTRACT

5.1 CLEC may assign or transfer this Agreement to its Affiliate(s) or a Third Party by providing SBC TEXAS written notice sixty (60) calendar days prior to such assignment or transfer, provided that such assignment or transfer is not inconsistent with Applicable Law. As such, SBC TEXAS may not delay a transfer for any reason other than to make the determination of the Affiliate's or Third Party's ability to pay for the services provided. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate(s) or any Third Party if that Affiliate(s) or Third Party is a party to a separate agreement with SBC TEXAS under Sections 251 and 252 of the Act. However, the Affiliate or Third Party may opt into any effective and approved Agreement pursuant to Section 252(i) of the Act. Any attempted assignment or transfer of this Agreement by CLEC that is not expressly permitted or allowed shall be void.

5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

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

5.3.1 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.

5.4 Company Code Change

5.4.1 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 5.4.1, "assets" means any Interconnection, Resale Service, Unbundled Network Element, function, facility, product or service provided under that Agreement. CLEC shall provide SBC TEXAS with ninety (90) calendar days advance written notice of any assignment associated with a CLEC Company Code Change and obtain SBC TEXAS' consent. SBC TEXAS shall not unreasonably withhold consent to a CLEC Company Code Change; provided, however, SBC TEXAS' 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.

5.4.2 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 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.

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

5.5.1 Any assignment or transfer of any Interconnection, Resale Service, 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 TEXAS 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, 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.

5.5.2 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, 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 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.

5.6 Project Coordination

5.6.1 SBC TEXAS will provide project management support to effectuate changes of the types identified in Section 5.6.2.

5.6.2 SBC TEXAS will provide project management support to minimize any possible service outages during any CLEC to CLEC Mass Migration. Should SBC TEXAS' most current version of LSOR or ASOR guidelines not support the required order activity, SBC TEXAS 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 TEXAS any and all information SBC-13STATE reasonably requests to effectuate such changes.

6.0 CONFIDENTIALITY AND PROPRIETARY INFORMATION

6.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All such information which is disclosed by one party to the other in connection with this Agreement, during negotiations and the term of this Agreement, will automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Resale Services, Network Elements or Combinations placed by CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of CLEC's customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), and call records and Recorded Usage Data as described in Attachments 5 and 10, whether disclosed by CLEC to SBC TEXAS or otherwise acquired by SBC TEXAS in the course of the performance of this Agreement, will be deemed Confidential Information of CLEC for all purposes under this Agreement. Unless otherwise agreed, if a Party is required to submit information about one or more CLECs to a regulatory or judicial body, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Confidential Information that is so commingled with the Receiving Party or a third party's information such that disclosure could not possibly reveal the underlying proprietary or confidential information.

6.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

6.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

6.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

6.5 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser, (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state, or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order with any such mediator, arbitrator, state or regulatory body or a court, and complies with any protective order that covers the Confidential Information.

6.6 The Parties acknowledge that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Disclosing Party.

6.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

6.8 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.

6.9 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 LIABILITY, INDEMNIFICATION, INTELLECTUAL PROPERTY AND INSURANCE

7.1 Limitation of Liabilities

7.1.1 Intentionally Left Blank.

7.1.2 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices or attachments, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or

inadvertent omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount SBC TEXAS or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed. "Loss" is defined as any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

7.2 No Consequential Damages

7.2.1 NEITHER CLEC NOR SBC TEXAS WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT SBC TEXAS' OR CLEC'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY SBC TEXAS OR CLEC'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

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

7.3 Obligation to Indemnify

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

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

or intentional or willful misconduct or breach of applicable law of the other (Indemnified) Party.

7.3.2 Intellectual Property

7.3.2.1 CLEC acknowledges that its right under this Agreement to interconnect with SBC TEXAS network and to unbundle and/or combine SBC TEXAS network elements (including combining with CLEC's network elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of third parties.

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

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

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

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

7.3.4 Except as may be required by state or federal law, nothing in this Agreement shall be construed as licenses to use such Intellectual Property rights or warranties, express or implied, concerning CLEC's (or any third party's) rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such interconnection or unbundling and/or combining of network elements (including combining with CLEC's network elements) in SBC TEXAS' network or CLEC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights SBC TEXAS agrees in Section 7.3.3.1 to use its best efforts to obtain.

7.3.5 Unless otherwise required by Applicable Law, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim that arises out of, is caused by, or relates to CLEC's interconnection with SBC TEXAS' network and unbundling and/or combining SBC TEXAS' network elements (including combining with CLEC's network elements) or CLEC's use of other functions, facilities, products or services furnished under this

Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights SBC TEXAS agrees in Section 7.3.3.1 to use its best efforts to obtain.

7.3.6 Intentionally Left Blank.

7.3.7 CLEC acknowledges that services and facilities to be provided by SBC TEXAS hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit SBC TEXAS to provide to CLEC, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to CLEC under this Agreement, then, as may be required by applicable state or federal law:

a) SBC TEXAS agrees to provide written notification to CLEC, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions; and

b) For any new agreements that SBC TEXAS enters into or existing agreements that it renews, SBC TEXAS shall use its best efforts to procure rights or licenses to allow SBC TEXAS to provide to CLEC the particular unbundled Network Element(s), on terms comparable to terms provided to SBC TEXAS, directly or on behalf of CLEC ("Additional Rights/Licenses").

c) For any new agreements that SBC TEXAS enters into or existing agreements that it renews, in the event that SBC TEXAS, after using its best efforts, is unable to procure Additional Rights/Licenses for CLEC, SBC TEXAS will promptly provide written notification CLEC of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts CLEC's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.

d) In the event CLEC provides in writing within thirty (30) calendar days of written notice in Section (c) above that SBC TEXAS has not exercised such best efforts, CLEC may seek a determination through an expedited petition to the Public Utility Commission of Texas as to whether SBC TEXAS has exercised such best efforts.

e) If and to the extent SBC TEXAS is unable to make all warranties required pursuant to this agreement without additional costs, including payment of additional fees, in renegotiating with its vendors or licensors, SBC TEXAS may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including SBC TEXAS, provided, however, all costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 7.3.3.1, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including SBC TEXAS.

7.3.8 Intentionally Left Blank.

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

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

7.4 Obligation to Defend; Notice; Cooperation

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

7.5 OSHA Statement

7.5.1 Subject to Appendix Collocation, CLEC, in recognition of SBC TEXAS' status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SBC TEXAS with all federal, state and local laws, safety and health regulations relating to CLEC's activities concerning Collocated Space, and to indemnify and hold SBC TEXAS harmless for any judgments, citations, fines, or other penalties which are assessed against SBC TEXAS as the result solely of CLEC's failure to comply with any of the foregoing. SBC TEXAS, in its status as an employer, will comply with all federal, state and local laws, safety and health standards and regulations with respect to all other portions of the Premises, and agrees to indemnify and hold CLEC harmless for any judgments, citations, fines or other penalties which are assessed against CLEC as a result solely of SBC TEXAS' failure to comply with any of the foregoing.

8.0 COMPLIANCE AND CERTIFICATION

8.1 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.

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

8.3 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.

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

9.0 ASSURANCE OF PAYMENT

9.1 Intentionally Left Blank

9.2 Upon request by SBC TEXAS, the Billed Party, when having met the requirements listed in Section 9.2.1, will provide SBC TEXAS with adequate assurance of payment of amounts due (or to become due) in the form of a deposit to SBC TEXAS.

9.2.1 At the effective date of this agreement if the Billed Party has received at least two (2) delinquent notices in the prior twelve (12) months; if the Billed Party is a new entrant to the market or an affiliate to an existing ILEC or CLEC ("New Entrant") and has not been in service long enough to have already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to SBC TEXAS for charges incurred as a CLEC or ILEC; or if there is deemed by SBC TEXAS to be an impairment of credit of the "New Entrant" at the initial establishment of credit;

9.2.2 Such impairment of credit will be determined from information available from financial sources, that the Billed Party has not maintained a BBB or better long term debt rating or an A-2 or better short term debt rating by Standard and Poor's for the prior six months; or

9.2.3 The Billed Party (a) fails to timely pay a bill rendered to it (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the Billed Party has complied with the billing dispute requirements set forth herein), and (b) the amount of such undisputed delinquency exceeds five percent (5%) of the aggregate amount billed by SBC TEXAS to the Billed Party under this Agreement for the month in question; or

9.2.4 The Billed Party 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.

9.3 Unless otherwise agreed by the Parties any assurance of payment required by the previous Section shall consist of:

9.3.1 a cash security deposit ("Cash Deposit") held by SBC TEXAS or;

9.3.2 an unconditional, irrevocable standby bank Letter of Credit from a U.S. financial institution acceptable to both Parties naming SBC TEXAS as the beneficiary thereof and otherwise in form and substance satisfactory to both Parties ("Letter of Credit").

9.3.3 The Cash Deposit or Letter of Credit must be the greater of: 1) 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 TEXAS, for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC TEXAS under this Agreement; or 2) $17,000 flat fee.

9.4 To the extent that SBC TEXAS 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 the Article 9 of the Uniform Commercial Code in effect in the State of Texas.

9.5 All cash deposits will accrue interest payable when the deposit is returned to the Billed Party. However, SBC TEXAS will not pay interest on a Letter of Credit.

9.6 If during the course of this Agreement the Billed Party paying the Deposit establishes a minimum of twelve (12) consecutive months good credit history with SBC TEXAS when doing business as a local service provider, SBC TEXAS holding the Deposit(s) shall return the initial deposits, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term. In determining whether a Billed Party has established a minimum of twelve (12) consecutive month's good credit history, the Billed Party's payment record for the most recent twelve (12) monthly billings occurring within the prior twenty-four (24) months shall be considered.

9.7 Any cash deposit shall be held as a guarantee of payment of charges billed, provided, however, SBC TEXAS, who is holding the Deposit, may exercise its right to credit any cash deposit to the Billing Party's account upon the occurrence of any one of the following events:

9.7.1 the Billed Party owes the Billing Party undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

9.7.2 the Billed Party 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

9.7.3 when this Agreement expires or terminates; or

9.7.4 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC TEXAS, who is holding the Deposit shall credit any cash deposit to the Billed Party's account so long as it has not been sent more than one delinquency notification letter for Texas during the most recent twelve (12) months.

9.8 So long as the Billed Party maintains timely compliance with its payment obligations, SBC TEXAS, who is holding the Deposit, will not increase the deposit amount required. If the Billed Party fails to maintain timely compliance with its payment obligations, SBC TEXAS, who is holding the Deposit reserves the right to require additional deposit(s) in accordance with this Section.

9.9 If during the first six (6) months of operations in Texas, if the Billed Party has been sent one delinquency

notification letter by SBC TEXAS, who is holding the deposit, the deposit amount for that state shall be re-evaluated based upon the actual billing totals and shall be increased if the Billed Party's actual billing average for the three (3) month period exceeds the deposit amount held.

9.9.1 Throughout the Term, any time the Billed Party has been sent two (2) delinquency notification letters for any one state by SBC TEXAS, who is holding the Deposit, the deposit amount shall be re-evaluated based upon actual billing totals and shall be increased if the Billed Party's actual billing average for the three (3) month period exceeds the deposit amount held.

9.10 Whenever a deposit is re-evaluated as specified herein, such deposit shall be calculated in an amount equal to the average billing for three (3) month period. The most recent three (3) months billing on all Billing Account Numbers (BAN)s for Resale Services, Network Elements, and Reciprocal Compensation shall be used to calculate the monthly average.

9.11 Intentionally Left Blank.

9.12 Whenever a deposit is re-evaluated, the Billed Party shall remit the additional deposit amount to SBC TEXAS, who is holding the Deposit within fifteen (15) calendar days of receipt of written notification requiring such deposit. If the Billed Party fails to furnish the required deposit, the Party holding the Deposit shall suspend the Billed Party's ability to process orders until the deposit is remitted.

9.13 Intentionally Left Blank.

9.14 The fact that SBC TEXAS, who is holding the Deposit holds either a cash deposit or irrevocable bank letter of credit does not relieve the Billed Party from timely compliance with its 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.

10.0 BILLING/PAYMENT AND RATES AND CHARGES

10.1 Except as otherwise specifically provided elsewhere in this Agreement**,** the Parties will pay all rates and charges due and owing under this Agreement within forty-five (45) days from the date of the invoice. For purposes of this Agreement, the "Bill Due Date" shall be defined to mean forty-five (45) calendar days from the date of the invoice. If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to SBC TEXAS as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided in Sections 10.1.1 and 10.1.2., as applicable.

10.1.1 If any charge incurred under this Agreement that is billed out of any SBC TEXAS billing system other than the SBC TEXAS Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the late payment charge in the SBC TEXAS intrastate access services tariff 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 TEXAS billing system other than SBC TEXAS' CRIS will comply with the process set forth in the SBC TEXAS intrastate access services tariff.

10.1.2 If any charge incurred under this Agreement that is billed out of SBC TEXAS' CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The

interest rate applied to SBC TEXAS CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the late payment charge contained in the SBC TEXAS intrastate retail tariff governing late payment charges to SBC TEXAS' retail End Users that are business End Users 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 TEXAS' CRIS will be governed by the SBC TEXAS intrastate retail tariff governing late payment charges to SBC TEXAS' retail End Users that are business End Users.

10.2 If any charge incurred by SBC TEXAS 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 SBC TEXAS intrastate access services tariff 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.

10.3 Any "back-billed" charges or "back-credits" will be placed as an Other Charges and Credits (OCC) on the bill or will be listed on the Detail of Adjustment page. The Billing Party will, upon request of the Billed Party, separately provide the billed Party with documentation in the way of detailed work papers to substantiate the entry.

10.4 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. Each Party will be responsible for any Late Payment Charges resulting from that Party's failure to use electronic funds credit transfers through the ACH network.

10.5 If the Disputing Party disputes any charges and any portion of the dispute is resolved in favor of such Disputing Party, the Billing Party will credit the invoice of the Disputing Party for that portion of the Disputed Amounts resolved in favor of the Disputing Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;

10.6 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.

10.6.1 Each additional copy of any bill provided for billing from SBC TEXAS' CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.

10.6.2 Bills provided to CLEC from SBC TEXAS' CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.

11.0 DISPUTE RESOLUTION

11.1 General Finality of Disputes

11.1.1 Except as otherwise specifically provided in this Agreement, no Claims will be brought for disputes arising from this Agreement more than 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.

11.1.2 The Parties shall make a good faith effort to resolve their disputes.

11.2 Alternative to Litigation

11.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties

agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

11.3 Informal Resolution of Disputes

11.3.1 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, with the authority to resolve any dispute arising under this Agreement. To initiate the informal dispute process, a Party must provide to the other Party, written notice of the dispute that includes both a detailed description of the dispute and the name of an individual who will serve as the initiating Parties' representative. The other Party shall have five (5) business days to designate its own representatives. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Notwithstanding the foregoing, the informal dispute process must conclude within sixty (60) days from the receipt of written notice of dispute unless otherwise agreed to in writing by the Parties. 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 the purposes of settlement, including settlement offers by both Parties, 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 that were not prepared for purposes of the settlement negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

11.4 Customer- Affecting Disputes

11.4.1 If upon conclusion of the Informal Dispute Resolution process set out in this Agreement and the Parties inability to resolve the dispute in question, the Parties may agree to seek an expedited ruling and/or interim ruling, subject to the Public Utility Commission of Texas Interconnection Rules 21.125, 21.127 and 21.129.

11.4.1.1 Issues that may be disputed under this term include but are not limited to: (1) ordering and provisioning and maintenance and repair issues not resolved as provided for in the routine escalations processes; (2) parity issues; and, (3) adherence to and interpretation of this Agreement's terms and conditions. Billing Disputes will be handled pursuant to Section 11.5 of this Agreement.

11.5 Billing Disputes

11.5.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall, 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 the Disputed Amounts, including, but not limited to, providing the information listed in Section 11.7 below. Should the Billing Party agree with the Disputing Party that a material billing error has apparently occurred, but requires additional time for investigation or to ascertain the correct amount, the Billing Party will notify the Disputing Party in writing of the portion of its invoice, if any, that the Disputing Party is not required to pay or escrow pending resolution of the dispute. For purposes of this Section, to be "material" an alleged billing error must a) appear on the current invoice and b) the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system. The Disputing Party should utilize any existing and preferred form provided by the Billing Party to *provide written notice* of disputes to the Billing Party. The Billed Party shall pay when due, (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts, [other than disputed charges arising from Appendix Reciprocal Compensation], except as otherwise provided in Section

11.6 below, into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.

11.6 The Billed Party shall not be required to place Disputed Amounts in escrow, as required by Section 11.5.1 above, if the Billed Party does not have a proven history of late payments and has established a minimum of twelve consecutive (12) months good credit history with the Billing Party (prior to the date it notifies the Billing Party of its billing dispute); and either

(i) the Billed Party has not filed more than three previous billing disputes within the twelve (12) months immediately preceding the date it notifies the Billing Party of its current billing dispute, which previous disputes were resolved in Billing Party's favor; or

(ii) if the bill containing the disputed charges is not the first bill for a particular service to the Billed Party, the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system.

11.7 Each Party agrees to notify the other Party of a billing dispute by using the standard document, if any, made available by the Billing Party and may invoke the informal dispute resolution process described in Section 11.3. The Parties will endeavor to resolve the dispute within thirty (30) to sixty (60) calendar days after the receipt of the Disputing Party's written notice. In order to resolve a billing dispute, the Disputing Party shall furnish the Billing Party written notice of (i) the date of the bill in question, (ii) CBA 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 the Disputing Party disputes the billed amount. To be deemed a "dispute" under this Section 11.7, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account and deposited all Unpaid Charges relating to Resale Services and Unbundled Network Elements into that escrow account, except as otherwise provided by Section 11.6 above.

11.8 Limitation on Back-billing and Credit Claims:

11.8.1 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 receives notice of such dispute.

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

11.8.3 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 11.8 and is addressed separately in the Reciprocal Compensation Attachment.

11.9 Formal Resolution of Disputes

11.9.1 Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement that require clarification, renegotiation, modifications or additions to this Agreement, either Party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the Public Utility Commission of Texas. Also, upon mutual agreement, the Parties may seek commercial binding arbitration as specified in Section 11.10.

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

11.10 Arbitration

11.10.1 When both Parties agree to binding commercial arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of Telecommunications issues. The place where each separate arbitration will be held shall alternate between Dallas, Texas, and Austin, Texas, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The Parties agree that, notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the arbitrator has no authority to order punitive, exemplary, multiple, or Consequential Damages or any other Damages not measured by the prevailing Party's actual Damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

12.0 NON-PAYMENT AND PROCEDURES FOR DISCONNECTION

12.1 Failure to pay all or any portion of any amount required to be paid may be grounds for disconnection of Resale Services, Network Elements and Collocation under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, SBC TEXAS will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, Network Elements and Collocation furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to SBC TEXAS within fifteen (15) Calendar Days following receipt of the Billing Party's notice of Unpaid Charges.

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

12.2.1 notify SBC TEXAS in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts"), together with the reasons for its dispute; and

12.2.2 pay all undisputed Unpaid Charges to SBC TEXAS; and

12.2.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account, except as provided in Section 11.6 and

12.2.4 if the Non-paying Party is required to deposit Disputed Amounts into an interest bearing escrow account, it must provide written evidence that it has established an interest bearing escrow account 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 is furnished to SBC TEXAS, such Unpaid Charges will not be deemed to be "disputed" under Section 11.

12.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 11.

12.4 After expiration of the written notice furnished pursuant to Section 12.1 hereof, if Non-paying Party continues to fail to comply with Sections 12.2.1 through 12.2.4, inclusive, or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, SBC TEXAS shall, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to Non-paying Party for payment within ten (10) calendar days of any of the obligations enumerated in Section 12.1. On the day that SBC TEXAS provides such written demand to the Non-paying Party, SBC TEXAS may also exercise any or all of the following options:

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

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

12.5 Notwithstanding anything to the contrary in this Agreement, SBC TEXAS' exercise of any of its options under Sections 12.4, 12.4.1 and 12.4.2:

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

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

12.6 A copy of the demand provided to the Non-paying Party under Section 12.4 will be provided to the Commission.

12.7 If the Non-Paying Party fails to pay SBC TEXAS on or before the date specified in the demand letter provided under Section 12.4 of this Agreement, SBC TEXAS may, provided that the undisputed amount of the Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by SBC TEXAS to the Non-Paying Party for the immediately preceding month under this Agreement, in addition to exercising any other rights or remedies it may have under Applicable Law:

12.7.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and

12.7.2 disconnect any Resale Services, Network Elements and/or Collocation furnished under this Agreement. Disconnection of services shall occur for all services provided from SBC TEXAS for the Non-Paying Party's Billed Account Number (BAN).

12.8 Within five (5) calendar days following any such disconnection, SBC TEXAS will notify each Resale End User that because of Non-Paying Party's failure to pay SBC TEXAS, the End User's local service will continue for an additional thirty (30) calendar days and that the End User has thirty (30) calendar days from the disconnection date to select a new Local Service Provider. SBC TEXAS will notify the Commission of the names of all Resale End Users who received a notice under Section 12.8.

12.9 If any Resale End User fails to select a new Local Service Provider within thirty (30) calendar days of the disconnection, SBC TEXAS may terminate the Resale End User's service.

12.10 SBC TEXAS will notify the Commission of the names of all Resale End Users whose local service was terminated pursuant to Section 12.9.

12.11 Non-Paying Party shall be responsible for all charges for any service furnished by SBC TEXAS to any End User pursuant to Section 12.8 hereof.

12.12 Nothing in this Agreement shall be interpreted to obligate SBC TEXAS to continue to provide local service to any Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SBC TEXAS has with regard to such Resale End Users under Applicable Law.

13.0 NOTICES

13.1 In the event any notices are required to be sent under the terms of this Agreement, they may be sent by mail, via certified mail or first class U.S. Postal Service, with postage prepaid, and return receipt requested and are deemed to have been given on the date received as indicated on the return receipt. Notice may also be effected by personal delivery or by overnight courier, and will be effective upon receipt. Notice may also be provided by facsimile, which will be effective on the next Business day following the date of transmission; provided, however, notices to a Party's 24-hour maintenance contact number will be by telephone and/or facsimile and will be deemed to have been received on the date transmitted. The Parties will provide the appropriate telephone and facsimile numbers to each other. Unless otherwise specifically provided in this Agreement, notice will be directed as follows:

13.2 If to CLEC:

See Signature Page

13.3 If to SBC TEXAS:

SBC Contract Management
ATTN: Notices Manager
Four SBC Plaza, 9th Floor
311 S. Akard Street
Dallas, TX 75202-5398

Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices, without the need for an amendment to this

Agreement, by giving seven (7) Business days' prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

14.0 ACCESSIBLE LETTERS

14.1 SBC TEXAS communicates 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 to existing products/services; cancellation or retirement of existing products/services; and operational issues.

14.2 SBC TEXAS Accessible Letter notification will be via electronic mail ("e-mail") distribution. Accessible Letter notification via e-mail will be deemed given as of the transmission date set forth on the e-mail message.

14.3 CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

14.4 CLEC shall submit a completed Accessible Letter Recipient Change Request Form to the individual specified on that form to designate in writing each individual's e-mail address to whom CLEC requests Accessible Letter notification be sent. CLEC shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of SBC TEXAS' Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by SBC TEXAS. SBC TEXAS may, at its discretion, change the process by which the CLEC provides Accessible Letter recipient information. 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.

14.5 Accessible Letters are informational and or operational notices and not intended to amend the terms and conditions of this Agreement.

14.6 SBC TEXAS shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and network elements under this Agreement; CLEC shall provide SBC TEXAS with a toll free facsimile number for notices from SBC TEXAS relating to requests for Resale Services and network elements under this Agreement.

15.0 TAXES

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

15.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. The following provisions govern the backbilling of Taxes by the providing Party:

15.2.1 Taxes for which the purchasing Party is liable: with respect to Taxes for which the purchasing Party is liable, the providing Party shall use reasonable best efforts to bill the purchasing Party for such Tax simultaneously with the bill for service to which the Tax relates; however, the purchasing Party shall remain responsible for such Tax for the applicable statute of limitations period.

15.2.2 Taxes for which the providing Party is liable: With respect to Taxes for which the providing Party is liable, the providing Party may backbill the purchasing Party for any surcharges based on such Taxes and permitted by Applicable Law, subject to the same time limits that apply to the services to which the Taxes relate.

15.2.3 Notwithstanding Section 15.2.2 above, if as a result of a notice of proposed adjustment by a taxing authority, the taxing authority imposes a Tax on the providing party, the providing party may back bill the Tax to the purchasing party for a period, not to exceed four years from the date of the notice of proposed adjustment. In order for the providing party to be permitted to backbill a tax under this Section, the purchasing party must be notified of the audit determination from which the surcharge results, within 30 days of the notice of proposed adjustment but in no event less than ten days before the last day, under applicable law, for the purchasing party to exercise any rights it might have to contest the notice of proposed adjustment.

15.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by applicable law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

15.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax to the extent provided in Section 15.2 above and all subsections thereunder; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

15.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

15.6 If either Party is audited by a taxing authority or other governmental entity, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

15.7 To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party

harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

15.8 With respect to any Tax or Tax controversy covered by this Section 15, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

15.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 15 shall be sent in accordance with Section 15.9 hereof.

To SBC TEXAS:

Director-Taxes
1010 N. St. Mary's, Room 11-X-1
San Antonio, TX 78215

To CLEC:

See Signature Page

16.0 FORCE MAJEURE

Except as otherwise specifically provided in this Agreement, neither Party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, labor disputes such as strikes and lockouts, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Provided, Force Majeure will not include acts of any Governmental Authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs the Party whose performance fails or is delayed because of such Force Majeure conditions will give prompt notice to the other Party, and upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

17.0 PUBLICITY

17.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

17.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

18.0 NETWORK MAINTENANCE AND MANAGEMENT

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of SBC TEXAS 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.

19.0 LAW ENFORCEMENT AND CIVIL PROCESS

19.1 Intercept Devices

19.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a Customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request**,** to the extent the receiving party is able to do so.

19.2 Subpoenas

19.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, the receiving Party will respond to any valid request to the extent the receiving party is able to do so.

19.3 Law Enforcement Emergencies

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

20.0 CHANGES IN SUBSCRIBER CARRIER SELECTION

20.1 Each Party must obtain end user authorization prior to requesting a change in the end user's provider of local exchange service (including ordering end user specific Unbundled Network Elements) and must retain such authorizations pursuant to FCC and state rules. The Party submitting the change request assumes responsibility for applicable charges as specified in Subscriber Carrier Selection Changes at 47 CFR 64.1100 through 64.1170 and any applicable state regulations.

20.2 When an end user authorizes a change in his selection of local service provider or discontinues service, each party shall release the customer specific facilities. SBC TEXAS shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. Further, when an end user abandons a premise (i.e., vacates a premise without disconnecting service), SBC TEXAS is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities per the local service provider's request. When a CLEC resale end user has abandoned a premise (i.e. vacates a premise without disconnecting service, CLEC will cooperate with the new local service provider to confirm that the premise is abandoned by providing a timely response to the new local service provider.

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

21.0 AMENDMENTS OR WAIVERS

21.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition.

21.2 In order to execute an amendment to this Agreement, a Party shall request such amendment in writing. Such request shall include details regarding the section or sections to be amended and shall include the proposed language changes. Within 30 days from its receipt of the request, the other Party shall accept the proposed amendment in writing or shall deliver written notice to the other party either rejecting the

requested amendment in its entirety, or inviting the prompt commencement of good faith negotiations to arrive at mutually acceptable terms. If the non-requesting Party rejects the requested amendment in its entirety, the requesting Party may request the prompt commencement of good faith negotiations to arrive at mutually acceptable terms, but there shall be no obligation on either Party to continue such negotiations longer than a period of 45 days if the Parties cannot arrive at mutually acceptable amendment terms. If mutually acceptable terms are not agreed upon with 45 days after the delivery of the written notice requesting the commencement of negotiations, or if at any time during this period (or a mutually agreed upon extension of this period,) the Parties have ceased to negotiate (other than by mutual agreement) for a period of 10 consecutive days, the amendment shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 11 of this Agreement.

22.0 AUTHORITY

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.

23.0 BINDING EFFECT

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

24.0 CONSENT

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

25.0 EXPENSES

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

26.0 HEADINGS

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

27.0 RELATIONSHIP OF PARTIES

This Agreement will not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

28.0 CONFLICT OF INTEREST

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

29.0 MULTIPLE COUNTERPARTS

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

30.0 THIRD PARTY BENEFICIARIES

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 and will not be construed to provide any Person not a Party with any remedy, Claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

31.0 REGULATORY APPROVAL

Each Party agrees to cooperate with the other and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with each other and any regulatory agency so that the benefits of this Agreement may be achieved.

32.0 TRADEMARKS AND TRADE NAMES

Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party. Nothing in this Agreement shall be construed as preventing either Party from publicly stating that it has executed this Agreement with the other Party.

33.0 REGULATORY AUTHORITY

33.1 SBC TEXAS will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. CLEC will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to CLEC Customers contemplated by this Agreement.

33.2 SBC TEXAS communicates official information to competitive local exchange carriers via its Accessible Letter notification process This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price increases to existing products/services; cancellation or retirement of existing products/services; and operational issues.

33.3 SBC TEXAS will provide CLEC notice of any tariff or filing which concerns the subject matter of this Agreement at the time an informational or Administrative Notice is transmitted to the Public Utility Commission of Texas which is filed within ninety(90) days (forty-five (45) days for price changes) of the expected effective date of the tariff or filing.

33.4 In the event that SBC TEXAS is required by any governmental authority to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by the Agreement, SBC TEXAS will provide CLEC notice of the same as set forth in Section 33.3 above.

34.0 COMMISSION INTERPRETATION OF SAME OR SUBSTANTIVELY SIMILAR LANGUAGE

Any ruling by the Commission in a post interconnection agreement dispute interpreting the same or substantially similar language in another Interconnection Agreement shall be deemed applicable to the same or substantially similar language in this Agreement.

35.0 VERIFICATION REVIEWS

35.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Billed (auditing) Party may audit the Billing Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the Billing (audited) Party's billing and invoicing. The Billing Party may audit the Billed Party's books, records and other documents once in each Contract Year for verification of the accuracy of information that the Billing (auditing) Party is entitled, under this Agreement, to rely on in billing and invoicing for services provided to the Billed (audited) Party hereunder. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.

35.2 The Billing Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. The credit shall include interest on the overpayment, which interest shall be computed in accordance with Sections 10.1.1 and 10.1.2 of this Agreement. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 11 of this Agreement.

35.3 Each Party will cooperate fully in any audit performed pursuant to 35.1, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills. The audit will be conducted during normal business hours at an office designated by the Party being audited. The Parties agree to retain records of call detail for two years from when the calls were initially reported to the other Party.

35.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the audit pursuant to Section 35.1 found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by the Billed Party for Resale services, Network Elements, Combinations or usage based charges provided during the period covered by the audit.

35.5 Except as may be otherwise provided in this Agreement, audits will be at the auditing Party's expense.

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35.8 This Section 35 also applies to the audit by the Billing Party of the Billed Party's books, records, and other documents related to the development of the percent local usage (PLU) used to measure and settle jurisdictionally unidentified traffic, including but not limited to calls for which calling party number (CPN) is not transmitted, in connection with Attachment 12: Intercarrier Compensation. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the remainder of current quarter and for the subsequent quarter following the completion of the audit. If the PLU is adjusted based upon the audit results, the Billing Party may audit the Billed Party again during the subsequent nine (9) month period, notwithstanding any other provisions in the Agreement. If as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall

reimburse the auditing Party for the cost of the audit and will pay for the cost of the subsequent audit which is to happen within nine (9) months of the initial audit.

35.9 Information obtained or received by either Party in connection with Sections 35.1 through 35.6 and 35.8 will be subject to the confidentiality provisions of Section 6 of this Agreement.

36.0 TARIFF REFERENCES

36.1 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 TEXAS 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.

36.2 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.

36.3 Wherever the term “customer” is used in connection with SBC TEXAS’ retail tariffs, the term “customer” means the ultimate “consumer” or the “end user” of any tariffed service.

37.0 COMPLETE TERMS

37.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

37.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.

38.0 COOPERATION ON PREVENTING END USER FRAUD

38.1 Each Party shall be liable for any fraud associated with that Party’s End User’s account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

38.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

38.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in the above paragraph 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.

38.4 SBC TEXAS will provide notification messages via fax to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB.

38.4.1 SBC TEXAS will use a Fraud Monitoring System to determine suspected occurrences of ABS-related fraud for CLEC using the same criteria SBC TEXAS uses to monitor fraud on its own accounts.

38.4.2 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.

38.4.3 The Parties will provide contact names and numbers to each other for the exchange of Fraud Monitoring System alert notification information twenty-four (24) hours per day seven (7) days per week.

38.4.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.

38.5 ABS-related alerts are provided to CLEC at no additional charge.

39.0 CHANGE MANAGEMENT AND ACCESSIBLE LETTERS

39.1 Notice of Network Changes

39.1.1 SBC TEXAS agrees to provide CLEC reasonable notice consistent with applicable Network Disclosure FCC 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), of changes in the information necessary for the transmission and routing of services using SBC TEXAS' facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit SBC TEXAS' ability to upgrade its network through the incorporation of new equipment, new software or otherwise.

39.2 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 TEXAS' 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.

39.2.1 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.

40.0 GOOD FAITH PERFORMANCE

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

41.0 RESPONSIBILITY OF EACH PARTY

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume

control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

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43.0 GOVERNMENTAL COMPLIANCE

CLEC and SBC TEXAS each will comply at its own expense with all Applicable Law related to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to Work Locations. CLEC and SBC TEXAS each agree to indemnify, defend, (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, Damages, Claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. Each Party, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary to provide the Network Elements and Resale services pursuant to this Agreement.

44.0 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

44.1 Disclosure of Potential Hazards: When and if CLEC notifies SBC TEXAS that CLEC intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular SBC TEXAS building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "Work Location"), SBC TEXAS shall timely notify CLEC of any Environmental Hazard at that Work Location of which SBC TEXAS has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which CLEC already has actual knowledge or (ii) was caused solely by CLEC or (iii) would be obvious and apparent to anyone coming to the Work Location. For purposes of this Agreement, "Environmental Hazard" shall mean (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations; (ii) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by SBC TEXAS; and (v) any potential hazard that would not be obvious to an individual entering the Work Location or detectable using work practices standard in the industry.

44.2 Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to SBC TEXAS, CLEC shall have the right to inspect, test, or monitor any Work Location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. CLEC shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with SBC TEXAS' business operations after consultation with SBC TEXAS, and shall return SBC TEXAS' property to substantially the same condition as it would have been without such inspections, testing or monitoring.

44.3 Managing Disturbed Materials and Media: If and to the extent that CLEC's activity at any Work Location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then CLEC rather than SBC TEXAS shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.

44.4 Indemnification:

44.4.1 Each party shall indemnify, on request defend, and hold harmless the other Party and each of its officers, directors and employees from any and all suits, Claims, demands, losses, Damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or Damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying Party or other person acting on the indemnifying Party's behalf, of this Section 44.0 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other applicable law or provision of this agreement dealing with hazardous substances or protection of human health or the environment.

44.4.2 CLEC shall indemnify, on request defend, and hold harmless SBC TEXAS and each of its officers, directors and employees from any and all suits, Claims, demands, losses, Damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or Damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of CLEC, or by any person acting on CLEC's behalf, while at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of CLEC or by any person acting on CLEC's behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance caused or created by CLEC or its contractors or agents.

44.4.3 SBC TEXAS shall indemnify, on request defend, and hold harmless CLEC and each of its officers, directors and employees from any and all suits, Claims, demands, losses, Damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), asserted by any government agency or other Third Party on account of or in connection with any injury, loss, or Damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with (i) the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of SBC TEXAS or by any person acting on SBC TEXAS' behalf, at a Work Location or (ii) the removal or disposal of any hazardous substances by any employee of SBC TEXAS or by any person acting on SBC TEXAS' behalf, or the subsequent storage, processing or other handling of such hazardous substances by any person or entity, after such substances have thus been removed from a Work Location or (iii) any environmental contamination or Environmental Hazard or release of a hazardous substance either caused or created by SBC TEXAS or its contractors or agents.

45.0 SUBCONTRACTING

If any obligation is performed through a subcontractor, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any Third Party in connection with the provision of Resale services or Network Elements hereunder will provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Customer Proprietary Network Information (CPNI) or Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such CPNI or

Confidential Information to the same extent the subcontracting Party is required to protect such information under the terms of this Agreement.

46.0 REFERENCED DOCUMENTS

Whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, SBC TEXAS Practice, any publication of Telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, CLEC Practice, SBC TEXAS Practice, or publication of industry standards.

47.0 SEVERABILITY

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 11.

48.0 SURVIVAL OF OBLIGATIONS

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

49.0 GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Texas to conflicts of laws,, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern such aspect. The Parties submit to personal jurisdiction in Dallas, Texas, and waive any and all objections to a Texas venue.

50.0 PERFORMANCE CRITERIA

Performance Measures are discussed in Attachment 17.

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52.0 DIALING PARITY; NUMBER PORTABILITY

SBC TEXAS will ensure that all CLEC Customers experience the same dialing parity as similarly-situated customers of SBC TEXAS services, such that, for all call types: (i) an CLEC Customer is not required to dial any greater number of digits than a similarly-situated SBC TEXAS customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission

quality experienced by an CLEC Customer is at least equal in quality to that experienced by a similarly-situated SBC TEXAS customer; and (iii) the CLEC Customer may retain its local telephone number. SBC TEXAS further agrees to provide Interim Number Portability in accordance with the requirements of the Act. Specific requirements concerning Interim Number Portability are set forth in Attachment 14: Number Portability.

53.0 BRANDING

Specific provisions concerning the branding of services provided to CLEC by SBC TEXAS under this Agreement are contained in the following Attachments and Appendices to this Agreement: Attachment 1: Resale; Appendix OS-Resale; Appendix DA-Resale; Attachment 2: Ordering & Provisioning-Resale; Attachment 3: Maintenance-Resale; Attachment 7: Ordering & Provisioning-Unbundled Network Elements; Attachment 8: Maintenance-Unbundled Network Elements.

54.0 CUSTOMER INQUIRIES

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

55.0 DISCLAIMER OF WARRANTIES

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

56.0 NO WAIVER

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and duly executed on behalf of the Party against whom the waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

57.0 DEFINITIONS

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 "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 and its definition can be found in the Definitions Appendix.

58.0 RESALE

At the request of CLEC, and pursuant to the requirements of the Act, any Telecommunications Service that SBC TEXAS currently provides or hereafter offers to any Customer in the geographic area where SBC TEXAS is the incumbent LEC will be made available to CLEC by SBC TEXAS for Resale in accordance with the terms, conditions and prices set forth in this Agreement. Specific provisions concerning Resale are addressed in Attachment 1: Resale, and other applicable Attachments.

59.0 UNBUNDLED NETWORK ELEMENTS

At the request of CLEC and pursuant to the requirements of the Act, SBC TEXAS will offer in the geographic area where SBC TEXAS is the incumbent LEC Network Elements to CLEC on an unbundled basis on rates, terms and conditions set forth in this Agreement that are just, reasonable, and non-discriminatory. Specific Provisions concerning Unbundled Network Elements are addressed in Attachment 6: Unbundled Network Elements, and other applicable Attachments.

60.0 ORDERING AND PROVISIONING, MAINTENANCE, CONNECTIVITY BILLING AND RECORDING, AND PROVISION OF CUSTOMER USAGE DATA

60.1 In connection with its Resale of services to CLEC, SBC TEXAS agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in Attachments 2, 3, 4 and 5, respectively.

60.2 In connection with its furnishing Unbundled Networks Elements to CLEC, SBC TEXAS agrees to provide to CLEC Ordering and Provisioning Services, Maintenance services, Connectivity Billing and Recording services and Provision of Customer Usage Data services pursuant to the terms specified in Attachments 7, 8, and 10, respectively.

61.0 NETWORK INTERCONNECTION ARCHITECTURE

Where the Parties interconnect their networks, for purposes of exchanging traffic between their networks, the Parties may utilize the interconnection methods specified in Attachment 11: Network Interconnection Architecture. SBC TEXAS expressly recognizes that this provision and said Attachment are in no way intended to impair in any way CLEC's right to interconnect with unbundled Network Elements furnished by SBC TEXAS at any technically feasible point within SBC TEXAS' network, as provided in the Act.

62.0 COMPENSATION FOR DELIVERY OF TRAFFIC

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

63.0 ANCILLARY FUNCTIONS

Ancillary Functions may include, but are not limited to, **c**ollocation, Rights-of-Way, Conduit and Pole Attachments. SBC TEXAS agrees to provide Ancillary Functions to CLEC as set forth in Attachment 13: Ancillary Functions.

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65.0 OTHER REQUIREMENTS AND ATTACHMENTS

65.1 This Agreement incorporates a number of listed Attachments which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under the following broad headings: Resale; Unbundled Network Elements; Network Interconnection Architecture; Ancillary Functions; and Other Requirements. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Attachment may otherwise have.

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

66.0 252 ADOPTIONS

SBC TEXAS will make available any individual interconnection service and/or network element arrangement provided under an agreement approved by a regulatory commission under Section 252 of the Act to which it is a party with any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in accordance with Section 252(i) of the Act, as that Section has been interpreted in Applicable Law.

Agreement Signatures

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

NOTICES:

13.2 To CLEC:

AMA TechTel Communications
Regulatory Compliance Manager
3223 South Loop 289, Suite 260
P.O. Box 64960
Lubbock, TX 79464
806-722-2247 phone
806-722-2301 fax
dpurdy@amatechtel.com

Copy to:

AMA TechTel Communications
Attn: Regulatory Notices
4909 Canyon Drive
Amarillo, TX 79110
806-242-3520 fax

15.9 To CLEC:

AMA TechTel Communications
Regulatory Compliance Manager
3223 South Loop 289, Suite 260
P.O. Box 64960
Lubbock, TX 79464
806-722-2247 phone
806-722-2301 fax
dpurdy@amatechtel.com

Copy to:

AMA TechTel Communications
Attn: Regulatory Notices
4909 Canyon Drive
Amarillo, TX 79110
806-242-3520 fax

Intercarrier Compensation Option Choice:

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

AMA Communications LLC d/b/a AMA TechTel Communications

Signature: Dell Purdy

Name: Dell Purdy
(Print or Type)

Title: Regulatory Compliance Manager
(Print or Type)

Date: August 25, 2005

Southwestern Bell Telephone, L.P. d/b/a SBC Texas by SBC Operations, Inc., its authorized agent

Signature:

Name: Mike Auinbauh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: AUG 25 2005

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

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

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

1.1.5 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding SBC TEXAS to the client/End User community.

1.1.6 **"Account Owner"** means a telecommunications company, including SBC TEXAS, that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

1.1.7 **"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 TEXAS 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:

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

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

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

1.1.8 **"Affiliate"** is As Defined in the Act.

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

1.1.10 **"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.

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

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

1.1.13 **"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.

1.1.14 **"Automatic Number Identification (ANI)"** is a feature that identifies and displays the number of a telephone line that originates a call.

1.1.15 **"Billed Number Screening" (BNS)** means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

1.1.16 **"Bona Fide Request"** (**BFR**) is the process described in the applicable Appendix UNE.

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

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

1.1.19 **"CABS"** means the Carrier Access Billing System.

1.1.20 **"Calling Card Service"** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.

1.1.21 **"Calling Name Database"** means a Party's database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

1.1.22 **"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.

1.1.23 **"Calling Name Information"** means a Telecommunications Carrier's records of its End Users names associated with one or more assigned ten-digit telephone numbers.

1.1.24 **"Calling Number Delivery"** means a feature that enables an End User to view the directory number of the calling party on a display unit.

1.1.25 **"Calling Party Number"** (**CPN**) means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

1.1.26 **"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 TEXAS E911 Selective Router.

1.1.27 **"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.

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

1.1.28.1 **"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.

1.1.28.2 **"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.

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

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

1.1.31 **"CNAM Query"** means a Query that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC's local CNDS subscribers.

1.1.32 **"CNAM Query Rate"** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

1.1.33 **"Collocation"** is an arrangement is an arrangement where a CLEC leases space at an SBC TEXAS premises for the placement of equipment necessary for interconnection or access to SBC TEXAS UNEs.

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

1.1.35 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **"Commissions"** means **the Public Utility Commission of Texas (PUC-TX).**

1.1.36 **"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.

1.1.37 **"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.

1.1.38 **"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.

1.1.39 **"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 TEXAS and forwarded to CLEC.

1.1.40 **"Custom Local Area Signaling Service Features"** (**CLASS**) means certain call-management service features that are currently available from SBC TEXAS' 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.

1.1.41 **"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.

1.1.42 **"Data Interexchange Carrier"** (**DIXC**) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the SBC TEXAS and CLECs interconnecting with its network. This reciprocal exchange of data enables SBC TEXAS 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.

1.1.43 **"Delaying Event"** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

1.1.43.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

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

1.1.43.3 any Force Majeure Event.

1.1.44 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

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

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

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

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

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

1.1.47 **"Distant LCA"** is defined as a Local Calling Area (as defined below) that is separate and distinct from the LCA where the CLEC designated POI for the exchange of Section 251(b)(5)/IntraLATA Traffic is located.

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

1.1.49 **"End Office" or "End Office Switch"** is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.

1.1.50 **"End User"** or **"End User Customer"** means any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Wireless Carrier (also known as a Commercial Mobile Radio Service (CMRS) provider) that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

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

1.1.52 **"Exchange Access"** is As Defined in the Act.

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

1.1.54 **"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.

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

1.1.56 "**Facility-Based Provider"** is defined as a telecommunications carrier that has deployed its own switch and transport facilities.

1.1.57 **"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.

1.1.58 **"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.

1.1.59 **"FCC"** means the Federal Communications Commission.

1.1.60 **"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.

1.1.61 **"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.

1.1.62 **"Fraud Monitoring System"** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

1.1.63 **"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.

1.1.64 **"Group Record"** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NXX-0/1XX.

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

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

1.1.67 **"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.

1.1.68 **"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).

1.1.69 **"Interconnection"** is As Defined in the Act.

1.1.70 **"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.

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

1.1.72 **"InterLATA"** is As Defined in the Act.

1.1.73 **"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.

1.1.74 **"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.

1.1.75 **"IntraLATA Toll" traffic** is defined as the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the SBC TEXAS' local calling area as defined in the Local Exchange Tariff on file with the Public Utilities Commission of Texas.

1.1.76 **"ISP-Bound Traffic"** is as defined in Attachment 12: Compensation.

1.1.77 **"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.

1.1.78 **"LIDB Editor"** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.

1.1.79 **"Line Information Data Base"** (**LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

1.1.80 **"LIDB Service Applications"** means the query types accepted for access to LIDB information.

1.1.81 **"Line Record"** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

1.1.82 **"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.

1.1.83 **"Local Calling Area" or "LCA"** is an SBC TEXAS local calling area, as defined in SBC TEXAS' General Exchange Tariff. LCA is synonymous with "Local Exchange Area" (LEA).

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

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

1.1.86 **"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.

1.1.87 **"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.

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

1.1.89 **"Local Loop Transmission", "Unbundled Local Loop", "Loop"** means the transmission path which extends from the Network Interface Device or demarcation point at an End User's premise to the Main Distribution Frame or other designated frame or panel in the SBC TEXAS Serving Wire Center.

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

1.1.91 **"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.

1.1.92 **"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.

1.1.93 **"Local Tandem"** refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular LCA (defined below).

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

1.1.95 **"Local Interconnection Trunk Groups"** are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Traffic.

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

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

1.1.98 **"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).

1.1.99 **"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.

1.1.100 **"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.

1.1.101 **"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.

1.1.102 **"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.

1.1.103 **"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.

1.1.104 **"Mutual Compensation"** as defined in Appendix Reciprocal Compensation.

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

1.1.106 **"Network Element"** is As Defined in the Act.

1.1.107 **"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.

1.1.108 **"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.

1.1.109 **"Number Portability"** is As Defined in the Act.

1.1.110 **"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.

1.1.111 "**Offers Service**" – At such time as CLEC opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.

1.1.112 **"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.

1.1.113 **"Originating Line Information"** (**OLI**) is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

1.1.114 **"Originating Point Code" (OPC)** means a code assigned to identify CLEC's system(s) that originate SS7 messages, including LIDB Service Queries.

1.1.115 "**Out of Exchange LEC (OE-LEC)"** means CLEC operating within **SBC-12STATE'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.

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

1.1.117 **"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.

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

1.1.119 **"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.

1.1.120 **"Physical Collocation"** is as defined in Appendix Physical Collocation.

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

1.1.122 **"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.

1.1.123 **"Port**" is the point of interface/access connection to the SBC TEXAS public switched network. This may be a switch line side interface or switch trunk side interface.

1.1.124 **"Rate Center Area"** or "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.

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

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

1.1.127 **"Remote End Office Switch"** is an SBC TEXAS switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an SBC TEXAS End Office Switch. Such features, function, and capabilities are provided between an SBC TEXAS Remote End Office Switch via an umbilical and an SBC TEXAS Host End Office.

1.1.128 **"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.

1.1.129 "**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.

1.1.130 **"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.

1.1.131 **"Section 251(b)(5) Traffic"** is as defined in Attachment 12: Compensation.

1.1.132 "**Section 251(b)(5)/IntraLATA Traffic**" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) Optional EAS traffic (iv) FX traffic, (v) 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 (vi) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC TEXAS where SBC TEXAS is both the Section 251(b)(5) Traffic and intraLATA toll provider.

1.1.133 **"Service Control Point**" (**SCP**) is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.

1.1.134 **"Service Management System" (SMS)** means an off-line system used to access, create, modify, or update information in a Database.

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

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

1.1.137 **"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.

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

1.1.139 **"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.

1.1.140 **"Synchronous Optical Network (SONET)"** is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).

1.1.141 **"Special Billing Number" (SBN)** means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).

1.1.142 **"State Abbreviation"** means "TX" means Texas.

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

1.1.144 **"Switched Exchange Access Service"** means the offering of transmission or switching cervices to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature

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

1.1.145 **"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.

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

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

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

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

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

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

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

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

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

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

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

1.1.157 **"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.

1.1.158 "**Unbundled Network Element**" (UNE) is as defined in Appendix Unbundled Network Elements.

1.1.159 **"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.

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

1.1.161 **"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.

ATTACHMENT 1: RESALE

All services made available to CLEC by SBC TEXAS for resale pursuant to the Agreement (Resale services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 1: Resale, and in its appendices Services/Pricing, Ordering and Provisioning-Resale, Maintenance-Resale and Provision of Customer Usage Data-Resale, Customized Routing - Resale, DA - Resale, OS - Resale and White Pages - Resale, (collectively referred to as "Attachment Resale" or "this Attachment").

1.0 General Requirements

1.1 At the request of CLEC, and pursuant to the requirements of the Act, any telecommunications service that SBC TEXAS currently provides or hereafter provides at retail to subscribers who are not telecommunications carriers (including but not limited to the Resale services set forth in Appendix Services/Pricing attached hereto), will be made available to CLEC by SBC TEXAS in accordance with the terms and conditions set forth in the Agreement and this Attachment 1: Resale.

1.2 The Parties agree that a LEC has the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications service pursuant to 251(b)(1) of the Act.

1.3 SBC TEXAS will apply an End User Common Line (EUCL) charge to each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply. The avoided cost discount will apply to EUCL as ordered by the PUC-TX, Consolidated Docket Nos. 16189, 16196, 16226, 16285 and 16290, dated November 7, 1996, in paragraph 51 of the Arbitration Award.

1.4 Consistent with Section 2.5 of the General Terms and Conditions of this Agreement, SBC TEXAS shall provide Resale Services under the following terms and conditions in this Appendix Resale.

1.5 Except as otherwise expressly provided herein, for Telecommunications Services included within this Attachment that are offered by SBC TEXAS to SBC TEXAS' End Users through tariff(s), the rules and regulations associated with SBC TEXAS' retail tariff(s) shall apply 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 TEXAS to its End Users.

1.6 CLEC may at any time add or delete features to or relocate the Resale services for CLEC's End Users except for grandfathered services. However, CLEC may only offer grandfathered services to End Users that are eligible to receive grandfathered services from SBC TEXAS.

1.6.1 CENTREX is a Grandfathered Service and CLEC may only offer it to End Users that are eligible to receive CENTREX from SBC TEXAS.

1.7 SBC TEXAS will make available to CLEC for resale Customer Service Contracts, Enhanced Directory Listings, Joint User Services and all listed services contained in Exhibit Services and Pricing to Appendix Services/Pricing of this Attachment at the wholesale discount rates shown therein and/or the applicable Commission ordered tariff where stated. This list of services is neither all inclusive nor exclusive, and subject to products having been grandfathered.

1.8 Except as otherwise expressed herein, SBC TEXAS also will make available for resale to CLEC at the wholesale discount rate ordered by the State Commission any other Telecommunications Services offered by SBC TEXAS and not listed in Exhibit Services and Pricing.

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

1.10 SBC TEXAS will make available to CLEC for resale, including but not limited to, the following SBC TEXAS services at SBC TEXAS' tariffed rate for each service (or, in the event a service is not tariffed, the rate SBC TEXAS charges its subscribers, except as otherwise provided herein):

- Construction Charges
- Distance Learning
- Connections with Terminal Equipment and Communications Systems
- Maintenance of Service Charges
- Suspension Services/Restoral Services
- Telecommunications Service Priority Systems
- Access Services
- 976 Information Delivery Service
- Cellular Mobile Telephone Interconnection Services
- Exchange Connection Services
- Shared Tenant Service

1.11 The Distance Learning discount is an addition to the discounts for the underlying services provided. Temporary Suspension of Service (i.e. vacation service) discounts apply to the discounted rate for the underlying service. When CLEC resells Shared Tenant Service, CLEC will receive the discount associated with the underlying service used in the shared tenant arrangement.

1.12 The following services are not being made available by SBC TEXAS to CLEC for resale.

- BDS/LAN
- Customer Provided Equipment
- Customized Billing Reports
- Inline® Products
- Inside Wiring
- Semi-Public Telephone Booths and Enclosures
- 911 Universal Emergency Number Equipment

2.0 Directory Assistance and Operator Services

Specific provisions, requirements and prices concerning Directory Assistance, Operator Services and related services are set forth in Appendix Directory Assistance/Operator Services, attached hereto.

2.1 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 TEXAS' End Users, SBC TEXAS shall provide CLEC's End Users access to SBC TEXAS' Directory Assistance services. CLEC shall pay SBC TEXAS the charges attributable to Directory Assistance services utilized by CLEC's End Users.

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

2.3 Directory Listings Requirements

Specific provisions, requirements and prices concerning Directory Listings are set forth in Appendix White Pages (WP)-Resale, attached hereto.

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

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

3.0 Promotions

3.1 Except as set forth in Appendices DA - Resale, OS - Resale, White Pages - Resale, and Customized Routing - Resale, the prices charged or discounts applied to CLEC for Resale service are set forth in Appendix Services/Pricing.

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

4.0 No Restrictions on Resale

4.1 In each state CLEC may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless that state's commission determines otherwise as to a service obtained at wholesale rates. CLEC will not resell to business End Users SBC TEXAS' Resale services that are restricted by SBC TEXAS' tariffs to use by residential subscribers. SBC TEXAS is not required to make services available for resale at wholesale rates to CLEC for its own use. CLEC may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated End Users who are eligible for such services. Further, to the extent CLEC resells services that require certification on the part of the buyer, CLEC will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. SBC TEXAS will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.

4.2 CLEC will not use the Resale services covered by this Agreement to provide intrastate or interstate access services or to avoid intrastate or interstate access charges to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that CLEC may permit its End Users to use resold Resale services to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

5.0 Dialing Parity

5.1 For all call types associated with the Resale services provided to CLEC by SBC TEXAS under this Agreement: (i) a CLEC End User will not be required to dial any greater number of digits than a similarly-situated SBC TEXAS End User; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality received by an CLEC End User will be at least equal in quality to that received by a similarly situated SBC TEXAS End User; and (iii) the CLEC End User may retain its local telephone number provided the End User remains within the same wire center. End users of CLEC and End Users of SBC TEXAS will have the same exchange boundaries; such End Users will be able to dial the same number of digits when making a "local" call and activating feature functionality.

6.0 Maintenance

6.1 Maintenance will be provided by SBC TEXAS in accordance with the service parity requirements set forth in this Attachment 1: Resale and the requirements and standards set forth in Attachment 3: Maintenance-Resale.

7.0 Billing for Local Service

7.1 SBC TEXAS will bill CLEC for Resale services provided by SBC TEXAS to CLEC pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in the General Terms and Conditions of this Agreement.

7.2 SBC TEXAS will recognize CLEC as the End Users of record for all Local Service and will send all notices, bills and other pertinent information directly to CLEC. CLEC is responsible for the payment of charges for all services furnished by reason of this Attachment.

8.0 Operational Requirements

8.1 For terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" for CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by SBC TEXAS, see Attachment 27 Operation Support Systems (OSS) and, for manual ordering, in accordance with the terms and conditions contained in Attachment 2: Ordering and Provisioning-Resale.

8.2 SBC TEXAS will provide usage information to CLEC for Resale services pursuant to the terms of this Attachment, and in accordance with the terms and conditions contained in Attachment 5: Customer Usage Data-Resale.

9.0 Suspension Services

9.1 Each Party may offer to resell Customer Initiated Suspension and Restoral Service to their End Users. Each Party may also provide a Company Initiated Suspension service for their own purposes. Should either Party choose to suspend their End User through Company Initiated Suspension Service, this suspension period shall not exceed fifteen (15) calendar days. If a Party issues a disconnect on their End User account within the fifteen (15) day period, appropriate services will not be billed for the suspension period. However, should a Party issue a disconnect after the fifteen (15) day suspension period, that Party will be responsible for all appropriate charges on the account back to the suspension date. Should a Party restore their End User, restoral charges will apply and that Party will be billed for the appropriate service from the time of suspension.

10.0 Alternatively Billed Calls

10.1 Responsibility for ABS Calls

10.1.1 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this 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 CLEC is not responsible for charges the end-user generates by accepting calls from facilities such as prisons, correctional facilities, etc as long as CLEC has appropriately ordered TBE (Toll Billing Exception) Blocking on the End User's line. Such calls (leakage) that are delivered to an End User line, which has had TBE Blocking appropriately ordered, shall not be the responsibility of the CLEC and shall be adjusted off the CLEC's bill.

RESALE-APPENDIX SERVICES/PRICING

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

2.0 Services Available for Resale and Associated Prices

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

2.2 Prices for the processing of electronic services orders will be as set forth in Appendix Pricing, Schedule of Prices. Service order charges for resold services handled on a manual basis are priced according to the SBC Texas tariff rate less a 21.6% discount. Prices for electronic service orders, excluding suspension/restoration orders, will be as established in Docket No. 24547. The price for suspension/restoration of service, if processed manually or electronically, should be the retail price appearing in the tariff less the avoided cost discount, if service is restored.

3.0 CSA Contract Wholesale Discount

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

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

APPENDIX CUSTOMIZED ROUTING-RESALE

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

1.0 Customized Routing of CLEC Directory Assistance and Operator Services

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

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

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

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

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

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

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

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

The prices, terms and conditions for the provision of customized routing are contained in Appendix Pricing, Schedule of Prices.

2.0 Reservation of Rights/Intervening Law

2.1 The parties acknowledge and agree that the intervening law language set forth in Section 3 of the General Terms and Conditions of this Agreement is legitimately related to this Appendix and shall apply to all the rates, terms and conditions set forth in this Appendix.

APPENDIX DIRECTORY ASSISTANCE-RESALE

SBC TEXAS-PROVIDED DIRECTORY ASSISTANCE SERVICE

This Appendix Directory Assistance Resale to Attachment 1: Resale sets forth the terms and conditions under which SBC TEXAS agrees to provide Directory Assistance Service (DA) for CLEC, but only upon CLEC's request.

1.0 Service

1.1 Directory Assistance (DA) service consists of providing subscriber listing information (name, address, and published or Non-List telephone number or an indication of non-published status) to CLEC's End Users who call DA according to current SBC TEXAS methods and practices or as subsequently modified, 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.

1.2 Directory Assistance Call Completion (DACC) service consists of SBC TEXAS completing a call to the requested number on behalf of CLEC's End User, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SBC TEXAS will provide DACC to CLEC's End Users for local and intrastate intraLATA calls. In the event and to the extent that SBC TEXAS provides DACC service to its own End Users for interstate intraLATA calls, it will provide such service to CLEC's End Users.

1.2.1 SBC TEXAS agrees to provide DACC only in areas where SBC TEXAS can furnish Automatic Number Identification (ANI) from CLEC's End Users to SBC TEXAS' switch and where CLEC obtains DA service from SBC TEXAS.

1.2.2 CLEC commits that SBC TEXAS' provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify SBC TEXAS from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SBC TEXAS has interfered with any such contractual arrangement solely by virtue of SBC TEXAS' provision of DACC to CLEC under this Attachment.

2.0 Definitions - The following terms are defined as set forth below:

2.1 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 by calling a SBC TEXAS DA Operator.

2.2 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SBC TEXAS DA Operator.

2.3 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SBC TEXAS DA Operator.

2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).

2.5 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes one or two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

2.6 Operator Services Questionnaire (OSQ): An ordering form where the CLEC specifies the operator and directory assistance services that it is purchasing from SBC TEXAS, the service areas in which the operator and directory assistance services will be offered, and other information.

2.7 Call Branding: The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC audibly and distinctly to the CLEC End User at the beginning of each DA call.

2.8 National Directory Assistance (NDA): Consists of a service whereby End Users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

2.9 Business Category Search (BCS): A service which will provide CLEC End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

2.10 Reverse Directory Assistance (RDA): A non-regulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End User provides to the DA operator.

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

3.0 Call Branding

3.1 For CLECs electing to purchase Directory Assistance service from SBC TEXAS, the CLEC may request either that SBC TEXAS brand the service in the CLEC's name, or that branding be "silent" (i.e., no name announcement), in accordance with the requirements of 47 C.F.R. 51.217(d). Rates for CLEC branding, whether CLEC's name or silent, are located in the Appendix Pricing, Schedule of Prices.

3.2 For the SBC Texas exchanges where CLEC elects to purchase DA Services, CLEC will provide SBC TEXAS with a completed OSQ indicating the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its respective services. CLEC's name used in branding calls may be subject to Commission regulations and should be similar to the name in which CLEC is doing business.

3.3 Branding Load Charges:

3.3.1 An initial non-recurring load charge applies per state, per brand, per TOPs switch, per OCN for the establishment of CLEC specific branding. An additional non-recurring load charge applies per state, per brand, per TOPs switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by SBC TEXAS on behalf of CLEC. See applicable rates in Appendix Pricing, Schedule of Prices.

4.0 Directory Assistance (DA) Reference/Rater Information

4.1 For those SBC TEXAS' exchanges where CLEC elects to purchase DA services, CLEC must provide CLEC Reference/Rater Information to SBC TEXAS.

4.2 When an SBC TEXAS Operator receives a rate request from a CLEC End User, where technically feasible and available, SBC TEXAS will quote the applicable DA rates as provided by the CLEC.

4.3 CLEC must furnish DA Reference/Rater Information in accordance with the process outlined in the OSQ. CLEC will furnish to SBC TEXAS a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken. In all cases, the rates quoted to the CLEC End User and those applied to the call will be the CLEC's.

4.4 In accordance with the procedures set forth in the OSQ, CLEC may either adopt its own set of rates and charges for DA service (Custom Rates), or elect to duplicate the SBC TEXAS' DA rates in effect at the time the OSQ is submitted ("Mirrored Rates"). In the event CLEC elects to use Custom Rates or SBC TEXAS Mirrored Rates**,** such rates and charges will be provided and or updated by CLEC via the OSQ and quoted by the SBC TEXAS' Operator upon request of a caller from a CLEC-subscribed line. Once the CLEC's rates are loaded, if SBC TEXAS changes its rates, SBC TEXAS will not be responsible for updating CLEC's rates unless CLEC sends an update to its Reference/Rater information via the OSQ, pursuant to Section 4.5 below.

4.5 If CLEC utilizes Custom Rates or SBC TEXAS' Mirrored Rates, it will inform SBC TEXAS, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Reference/Rater Information fourteen

(14) calendar days prior to the effective Reference/Rater change date. CLEC acknowledges that it is responsible to provide SBC TEXAS updated Reference/Rater Information in advance of when the Reference/Rater Information is to become effective.

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

4.7 SBC TEXAS Directory Assistance operators will provide Directory Assistance Reference/Rater Information upon request to CLEC's End Users.

5.0 Responsibilities of SBC TEXAS

5.1 SBC TEXAS will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SBC TEXAS.

5.2 SBC TEXAS will provide and maintain its own equipment to furnish DA Services.

5.3 SBC TEXAS will provide DA Service to CLEC End Users using current and updated DA records and in accordance with SBC TEXAS' current methods, practices, and procedures or as subsequently modified. Such DA Service shall be equivalent to that provided to SBC TEXAS End Users, as documented in SBC Texas' tariffs, including permitting multiple End User queries per directory assistance call.

5.4 SBC TEXAS will include current CLEC subscriber listing information in SBC TEXAS' DA database.

5.5 CLEC agrees that SBC TEXAS may temporarily correct what appears to be obvious CLEC End User listing errors in the SBC TEXAS DA database. SBC TEXAS will make temporary correction and notify CLEC via the notification process contained in the OSQ. CLEC must send in service order to correct listing within the specified timeframe, or listing will revert to the original listing format.

6.0 Responsibilities of Both Parties

6.1 CLEC agrees that SBC TEXAS may temporarily correct what appears to be obvious CLEC End User listing errors in the SBC TEXAS DA database. SBC TEXAS will make temporary correction and notify CLEC via the notification process contained in the OSQ. CLEC must send in service order to correct listing within the specified timeframe, or listing will revert to the original listing format.

7.0 Responsibilities of CLEC

7.1 CLEC will send the DA listing records to SBC TEXAS for inclusion in SBC TEXAS DA database via electronic gateway as described in Appendix White Pages - Resale.

7.2 CLEC will furnish to SBC TEXAS, a completed OSQ thirty (30) days in advance of the date when the DA services are to be undertaken, all End User records and information required by SBC TEXAS to provide the service. CLEC will provide SBC TEXAS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

7.3 Subject to Section 10 below, CLEC agrees that due to End Users quality and work force scheduling, SBC TEXAS will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period.

7.4 CLEC further agrees that SBC TEXAS can release CLEC's directory assistance listings stored in SBC TEXAS directory assistance database to competing providers provided such release is limited to providers to which SBC TEXAS releases its own directory assistance listings.

8.0 Rates

8.1 Unless otherwise addressed herein, rates to be charged to CLEC by SBC TEXAS for the DA Services provided pursuant to this Appendix are set forth in Exhibit A List of SBC TEXAS' Telecommunication Services Available for Resale and Exhibit B List of SBC TEXAS' Other Services Available for Resale and in the Appendix Pricing, Schedule of Prices under OTHER (Resale). Where SBC TEXAS affords End Users

making calls to DA a monthly free call allowance, SBC TEXAS will afford CLEC's End Users making calls to DA the same monthly free call allowance, and will not charge CLEC for such calls.

9.0 Liability

9.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions of this Agreement.

10.0 Terms of Appendix

10.1 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, which ever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC TEXAS' DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC TEXAS DA services upon one hundred-twenty (120) days advance written notice to SBC TEXAS.

10.2 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay SBC TEXAS, within thirty (30) days of the issuance of any bills by SBC TEXAS, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service (average of actual monthly service is based upon the most current three (3) months of service), provided by SBC TEXAS pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty (120) days notice, termination charges are not applicable.

APPENDIX OS-RESALE

SBC TEXAS-PROVIDED LOCAL & INTRALATA OPERATOR SERVICES

This Appendix OS-Resale to Attachment 1: Resale sets forth the terms and conditions under which SBC TEXAS agrees to provide local and intraLATA operator services (Operator Services) for CLEC, but only upon CLEC's request. This Appendix applies only to Operator Services provided within a Local Access and Transport Area (LATA).

1.0 Services - SBC TEXAS will provide the following three tiers of Operator Services:

1.1 Fully-Automated Call Processing - Allows the caller to complete a call utilizing an automated system without the assistance of a SBC TEXAS Operator, hereafter called Operator. To use the automated system, the called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.

1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when automated system cannot be activated.

1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

2.0 Call Types - SBC TEXAS will provide to CLEC the call types in Sections 2.1 through 2.7 below:

2.1 Fully Automated Collect and Bill to Third-Number Service - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the automated system. The call is completed without the assistance of an Operator. This service may also include the following situations:

2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).

2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.

2.2 Fully Automated Calling Card Service - This service is provided when the caller dials zero (“0”), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix is one for which SBC TEXAS can perform billing validation.

2.3 Semi-Automated Station-to-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:

2.3.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).

2.4 Semi-Automated Person-to Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include:

2.4.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.

2.5 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone.

2.6 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

2.7 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SBC TEXAS' Operator Transfer service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

3.0 Other Operator Assistance Services

3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.

3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of interrupt or the parties interrupted refuse to terminate the conversation in progress.

3.3 Handling of Emergency Calls to Operator - SBC TEXAS agrees to process emergency calls from CLEC Resale End Users to an Operator in the same manner that SBC TEXAS processes the same type of call for an SBC TEXAS End User.

3.4 Calling Card - Calls billed to a CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

3.5 Reference/Rater Information - are SBC TEXAS' databases referenced by an SBC TEXAS Operator for CLEC OS specific information as provided by the CLEC such as its business office, repair and OS rates.

4.0 Call Branding:

4.1 The process by which an Operator, either live or recorded, will identify the OS provider as being CLEC, audibly and distinctly to the CLEC End User at the beginning of each OS call. In all cases, SBC TEXAS will brand OS call in CLEC's name.

4.2 The CLEC may request either that SBC TEXAS brand the service in the CLEC's name, or that branding be "silent" (i.e., no name announcement), in accordance with the requirements of 47 C.F.R. 51.217(d). Rates for CLEC branding, whether CLEC's name or silent, are located in the Appendix Pricing, Schedule of Prices.

4.3 CLEC will provide SBC TEXAS with an Operator Services Questionnaire completed with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the CLEC in branding its respective services. CLEC's name used in branding calls may be subject to Commission regulations and should be similar to the name in which CLEC is doing business.

4.4 Branding Load and Per Call Charges:

4.4.1 An initial non-recurring load charge applies per state, per brand, per TOPs switch, per OCN for the establishment of CLEC specific branding. An additional non-recurring load charge applies per state, per brand, per TOPs switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by SBC TEXAS on behalf of CLEC. See applicable rates in Appendix Pricing, Schedule of Prices.

5.0 Operator Service (OS) Reference/Rater Information

5.1 For SBC TEXAS' TOPs switches that serve the exchanges where CLEC elects to purchase Operator Services, CLEC must provide CLEC Rate/Reference Information to SBC.

5.2 When an SBC TEXAS Operator receives a rate request from a CLEC End User, where technically feasible and available, SBC TEXAS will quote the applicable OS rates as provided by the CLEC.

5.3 CLEC must furnish OS Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to SBC TEXAS a completed OSQ thirty (30) calendar days in advance of the date when the OS Services are to be undertaken. In all cases, the rates quoted to the CLEC End User and those applied to the call will be the CLEC's.

5.4 In accordance with the procedures set forth in the OSQ, CLEC may either adopt its own set of rates and charges for OS service (Custom Rates), or elect to duplicate the SBC TEXAS' OS rates in effect at the time the OSQ is submitted ("Mirrored Rates"). In the event CLEC elects to use Custom Rates or SBC TEXAS Mirrored Rates, such rates and charges will be provided and or updated by CLEC via the OSQ and quoted by the SBC TEXAS Operator upon request of a caller from a CLEC-subscribed line. Once the CLEC's rates are loaded, if SBC TEXAS changes its rates, SBC TEXAS will not be responsible for updating CLEC's rates unless CLEC sends an update to its Reference/Rater information via the OSQ, pursuant to Section 5.5 below.

5.5 If CLEC utilizes Custom Rates and/or Mirror Rates**,** CLEC will inform SBC TEXAS, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SBC TEXAS updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

5.6 An initial non-recurring charge will apply per state, per OCN**,** per TOPs switch for loading of CLEC's Custom or Mirrored OS Rate/Reference information. An additional non-recurring charge will apply per state, per OCN**,** per TOPs switch for each subsequent change to either the CLEC's Custom or Mirrored OS Rate or Reference information.

6.0 Responsibilities of SBC TEXAS

6.1 SBC TEXAS will provide and maintain such equipment as is required to furnish the Operator Services as described in this Appendix.

6.2 Facilities necessary for the provision of Operator Services to CLEC will be provided by the Parties hereto, using standard trunk traffic engineering procedures to ensure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.

6.3 SBC TEXAS will accumulate and provide to CLEC data as specified in Attachment 5: Customer Usage Data-Resale to this Agreement necessary for CLEC to verify traffic volumes and bill its End Users.

7.0 Methods and Practices

7.1 SBC TEXAS will provide Operator Services in accordance with the operator methods and practices in effect for SBC TEXAS at the time the call is made, unless otherwise agreed in writing by both Parties.

8.0 Responsibilities of CLEC

8.1 CLEC will be responsible for providing and maintaining the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC TEXAS TOPs switch. Should CLEC seek to obtain interexchange OS from SBC TEXAS, CLEC is responsible for ordering the necessary facilities and may do so under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

8.2 CLEC will furnish in writing via the OSQ, to SBC TEXAS, thirty (30) Business Days in advance of the date when the OS services are to be undertaken, all End User records and information required by SBC TEXAS to provide the Service.

8.3 CLEC will provide SBC TEXAS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

8.4 Subject to Section 12 of this Appendix, as to any end office where SBC TEXAS furnishes the Operator Services provided by this Appendix, CLEC agrees that SBC TEXAS will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for a minimum of a one (1) year period.

9.0 Pricing

9.1 Rates to be charged to CLEC by SBC TEXAS for the Operator Services provided pursuant to this Appendix are set forth in Exhibit A List of SBC TEXAS' Telecommunication Services Available for Resale and Exhibit B List of SBC TEXAS' Other Services Available for Resale and the Appendix Pricing.

10.0 Monthly Billing

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

11.0 Liability

11.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

12.0 Terms of Attachment

12.1 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, which ever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC TEXAS' OS services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC TEXAS DA services upon one hundred-twenty (120) days advance written notice to SBC TEXAS.

12.2 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay SBC TEXAS, within thirty (30) days of the issuance of any bills by SBC TEXAS, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service (average of actual monthly service is based upon the most current three (3) months of service), provided by SBC TEXAS pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

APPENDIX WHITE PAGES (WP) - RESALE

This Appendix White Pages - Resale (WP-Resale) to Attachment 1: Resale, sets forth SBC TEXAS and CLEC's agreement to the following terms and conditions for the inclusion of CLEC End User information associated with Resale services in the White Pages directories:

1.0 Introduction

1.1 SBC TEXAS publishes White Pages directories for geographic local service areas in which CLEC provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its End Users in the appropriate SBC TEXAS White Pages directories.

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

1.3 SBC TEXAS will make available to CLEC, for CLEC End Users, non-discriminatory access to White Pages directory listings (Directory Listings), as described in Section 2 of this Attachment.

2.0 Service Provided

2.1 Subject to Applicable Law and any publishing company requirements regarding the provision of White Pages directories, SBC TEXAS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users (other than non-published or non-list End Users) located within the local directory area. The rules, regulations and SBC TEXAS' practices are subject to change from time to time. When CLEC provides its subscriber listing information to SBC TEXAS' listings database, CLEC will receive for its End User, one primary listing in SBC TEXAS' White Pages directory and a listing in SBC TEXAS' directory assistance database.

2.1.1 Where a CLEC End User requires foreign, non-listed, non-published, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, SBC TEXAS will assess CLEC a monthly charge for such listings at SBC TEXAS tariff rates. An additional monthly charge set out in EXHIBIT B LIST OF SBC TEXAS' OTHER SERVICES AVAILABLE FOR RESALE and in the Appendix Pricing, Schedule of Prices, when CLEC wishes to list an End User in SBC TEXAS' Directory Assistance database but does not wish to have its End User listed in SBC TEXAS' White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in SBC TEXAS' White Pages directory for a monthly charge set out in EXHIBIT B LIST OF SBC TEXAS' OTHER SERVICES AVAILABLE FOR RESALE and in the Appendix Pricing, Schedule of Prices for those non-published, non-listed services.

2.2 CLEC will provide subscriber listing information of its subscribers to SBCTEXAS via a mechanical or manual feed of the directory listing information to SBC TEXAS' Directory Listing database. SBC TEXAS will accept listing information from CLEC according to the manual and mechanized listing methods, procedures, and ordering instructions provided via the CLEC Online web site. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. Notwithstanding the foregoing, CLEC may continue to manually submit directory listing information for complex caption sets with two (2) or greater degrees of indent. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates. CLECs' subscriber listings will be interfiled (interspersed) in the directory among SBC TEXAS' subscriber listing information. CLEC will submit listing information within three (3) Business Days 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 Users SBC TEXAS shall process CLEC orders for updates to subscriber listing information within three (3) Business Days of receipt. CLEC must submit all listing information intended for publication by the directory close date.

2.3 SBC TEXAS will include the listing information for CLEC's End Users for Resale services in SBC TEXAS White Pages directory data base in the same manner as it includes listing information for SBC TEXAS End Users.

2.4 SBC TEXAS will provide, via the SBC CLEC Online web site, the directory listing criteria, methods, procedures, and ordering information to CLEC for White Pages listings and will provide changes to such criteria not later than thirty (30) days in advance of such changes becoming effective. This information will include, but not be limited to:

2.4.1 Business rules for standard White Pages listings (e.g., space restrictions, non-listed and non-published listings, abbreviated listings, secondary, additional and foreign listings);

2.4.2 Business rules for residential Enhanced White Pages (e.g., bold, indent, italics) listings available.

2.5 Publication schedules for the White Pages: CLEC can access via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. SBC Texas will provide directory schedule updates, including the directory schedule for a new calendar year, within fourteen (14) calendar days of the publisher's notification to SBC TEXAS of the schedule or update, but not later than thirty (30) calendar days prior to such changes becoming effective.

2.6 SBC TEXAS will deliver one copy per primary End User customer listing of SBC TEXAS' White Pages at no charge in the same manner and at the same time that they are delivered to SBC Texas subscribers during the annual delivery of newly published directories. SBC TEXAS has no obligation to 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. CLEC may arrange for additional directory distribution services with SBC TEXAS' directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.

2.7 At its option, CLEC may purchase one (1) information page (Customer Guide Pages) in the informational section of the SBC TEXAS White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other CLECs and will be no different in style, size, color and format than SBC TEXAS information page. CLEC will provide to SBC TEXAS, sixty (60) calendar days prior to the directory close date, the information page in camera ready format. SBC TEXAS will have the right to approve, and, with CLEC's agreement, SBC TEXAS may, but is not required to, revise the format and content of such information page. See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.

2.8 SBC TEXAS will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8th page in size. In order to have such information published, sixty (60) calendar days prior to directory close date CLEC will provide SBC TEXAS with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (CLEC will be limited to a maximum of 1/8th of a page in any single edition of a SBC TEXAS White Pages directory, under either this Subsection or Attachment 19: White Pages-Other to this Agreement).

2.9 SBC TEXAS will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the SBC CLEC Online website. Upon request, SBC TEXAS will provide daily electronic directory listing verification via SBC TEXAS' White Page listing systems at no charge to CLEC. Each report will reflect CLEC subscriber directory listings successfully processed on the previous workday. Information for directory listing verification is located on the SBC CLEC Online website.

2.9.1 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, SBC TEXAS will provide CLEC, upon request, an electronic verification report, in directory appearance format, of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for an electronic verification list at least eighty (80) calendar days prior to the Business Office Close Date for a particular directory. SBC TEXAS will accept standing requests for electronic verification lists on those White Page directories specified by CLEC.

2.9.2 This electronic directory listing verification list will be provided in electronic delimited text format and shall only include CLEC's subscribers. CLEC specific directory listing verification list in a fielded data validation format**,** also is available upon request through SBC TEXAS' White Page systems subject to the timeframes

outlined in this section. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SBC TEXAS via the appropriate directory listing correction process no less than thirty (30) calendar days prior to the SBC TEXAS Business Office Close date for that directory, provided that SBC TEXAS made the electronic verification list available to CLEC in a timely manner as specified above.

3.0 Use of Subscriber Listing Information

3.1 Subscriber listing information for Resale services, maintained in SBC TEXAS White Page database including listings of CLEC End Users, is and will remain the property of SBC TEXAS. SBC TEXAS may provide to third parties such subscriber listing information that includes CLEC End Users. Nothing in this Section is intended to preclude CLEC's independent development of subscriber listing information and provision of the same to Third Parties.

4.0 Rates

Where a CLEC End User requires foreign, non-listed, non-published, enhanced or other listings in addition to the primary listings to appear in the White Pages directory, SBC TEXAS will assess a switched based CLEC a monthly charge for such listings at SBC TEXAS tariff rates.

5.0 Liability

5.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions of this Agreement.

ATTACHMENT 2: MANUAL ORDERING AND PROVISIONING - RESALE

1.0 General Requirements

1.1 Except as provided in Attachment 27: Operations Support System (OSS), SBC TEXAS will provide for manual pre-order, ordering and provisioning services for manually submitted orders, conversion orders and/or manual migration orders associated with SBC TEXAS' Resale services under the Agreement pursuant to the requirements set forth in this Attachment.

1.2 For all Resale services ordered manually submitted under the Agreement, SBC TEXAS will provide pre-order, ordering and provisioning services in parity to the services SBC TEXAS provides to its End Users.

1.3 SBC TEXAS will, and CLEC may, work in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry standards for electronic interfaces for pre-order, ordering and provisioning.

1.4 Neither Party waives any of its rights as participants in such forums OBF or TCIF to develop or revise industry guidelines for pre-ordering and/or ordering.

1.5 SBC Texas will, and CLEC may, work via the CLEC User Forum to share issues and address concerns regarding processes that impact the Parties. The CLEC User Forum is the primary process for each Party to address non-OSS issues that impact the daily business practices of multiple LECs.

1.6 Pre-order, Ordering and Provisioning requests for Manual Migration and/or Conversion of Resale Services provided by SBC TEXAS to the CLEC, where the CLEC is not utilizing an electronic OSS interface, will be transmitted via facsimile to the CLEC's Local Service Center (LSC). In coordinating conversions or migrations, SBC Texas' LSC will respond to CLEC's calls with the same level of service in which SBC Texas provides to its local exchange End Users.

1.7 SBC Texas will provide a Single Point of Contact (SPOC) for all ordering, status inquiries or escalation contacts (via an 800# to its LSC or equivalent) between 8:00 A.M. to 5:30 P.M., Monday through Friday (except holidays).

1.8 SBC TEXAS will respond to emergency requests for after hours provisioning via the Local Ordering Center (LOC), 24 hrs/day, 7 days a week. SBC Texas will provide ordering, provisioning and migration services for Resale services Monday through Friday from 8 a.m. to 5:30 p.m. through its LSC or LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SBC Texas provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8 A.M. to 5:30 P.M.) ordering, provisioning and migration services. For each request for the other Party to perform such services, the Requested Party SBC Texas will quote, within one (1) business day of the request, a cost-based rate for the number of hours and material estimated for such services. If CLEC accepts the SBC Texas quote, SBC Texas will perform such services in the same manner as it does for itself and will bill CLEC for the actual hours worked and material used.

1.9 SBC Texas will provide CLEC with the same provisioning intervals and procedures for design and complex services that it provides to its End Users.

1.10 SBC TEXAS will provide a Layout Record Card for designed or complex Resale services, upon request by the CLEC.

1.11 SBC Texas will provide to the other advanced information on the details and requirements for planning and implementation of NPA splits within its servicing area.

1.12 SBC TEXAS will provide a subset of the Street Address Guide (SAG), which includes street addresses and the associated serving switches, enabling the CLEC to map a customer address to a specific serving switch via CDROM, its website or other mutually agreed upon methods.

1.13 Each Party will train its employees who have contact with the other Party or any other Local Service Provider (LSP), not to discriminate or disparage against any LSP or LSP End Users, including the Parties to this Agreement.

1.14 The Account Manager is the primary contact for each Party to address non-OSS issues that impact the daily business practices for a specified LEC.

1.15 The Parties will work cooperatively regarding fraud and service annoyance call handling.

1.16 All misdirected calls from CLEC's End Users will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that the End Users become identifiable, such End Users will be directed to call CLEC at a designated 800 number. The Parties will agree on the scripts to be used for this purpose.

1.17 SBC Texas' LSC or equivalent will provide coordination support for all designed and/or complex Resale services provided to CLEC. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.

1.18 SBC Texas will provide CLEC, upon request and not more than once per quarter, an electronic compare file that will contain the subscriber information stored in the SBC Texas 9-1-1 database for end-user customers served by CLEC through resale. CLEC may request that electronic compare files be provided for all of CLEC's resale customer accounts in Texas (sorted by NPA), or by specific NPA. At CLEC's option, SBC Texas will provide the electronic compare file on diskette or by e-mail to CLEC. The compare file will be created in accordance with NENA standards on data exchange. Requests for electronic compare files will be processed by SBC Texas within 14 days of receipt of CLEC's request. CLEC will review the electronic compare file(s) for accuracy, and submit any necessary corrections to SBC Texas via the appropriate 911 listing correction process. Should CLEC wish to obtain the 911 compare file more frequently than once per quarter, terms and conditions for such additional access will be mutually agreed by the parties.

1.19 Upon an End User's subscription to CLEC's local Resale service, SBC TEXAS will promptly remove from the LIDB any SBC TEXAS assigned telephone line based calling card number (TLN) applicable to that End User.

2.0 Pre-Order and Ordering Requirements

2.1 SBC TEXAS will provide to CLEC a Firm Order Confirmation (FOC), service completion, and other provisioning data and information:

2.2 The Parties agree to abide by the requirements of TAC § 26.131 and use such guidelines for the handling of CLEC to CLEC and CLEC to ILEC migrations and shall provide information and cooperation identified in the Rule.

2.2.1 Identify features and services to which the End User subscribes. CLEC agrees that its representatives will not access the information specified in this Subsection unless CLEC has obtained an authorization for release of CPNI.

2.3 All CSR data exchanged must include English, USOC and FID format.

2.3.1 Pursuant to Texas Public Utility Commission Substantive Rule 26.28(a)(10), the Parties must allow for converting suspended End Users in Texas to other local service providers.

3.0 Ordering Requirements

Pursuant to Attachment 1 Resale and upon CLEC's request through a non-vacation Suspend/Restore order, SBC TEXAS will suspend or restore the functionality of any applicable Resale service, where technically feasible and in parity with SBC TEXAS' End Users.

3.1 For the purposes of CLEC's ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the End User on the SBC Texas, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a

separate initial request for service and shall be charged per billable telephone number. Applicable service order charges and/or non-recurring charges associated with said new service will be applied as set forth in the Appendix Pricing, Schedule of Prices.

3.2 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on the SBC Texas network, without regard to the identity of that End User's non-facilities based local service provider of record.

3.3 When a CLEC End User converts existing service to another local service provider's resold service of the same type without any additions or changes (including any change to the PIC and/or LPIC), charges for such conversion will apply as set forth in the Appendix Pricing, Schedule of Prices and are applied per billable telephone number.

3.4 SBC TEXAS will provide to CLEC the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that SBC TEXAS provides such blocking capabilities to its customers and to the extent required by law.

3.5 When ordering a Resale service, the CLEC may order from SBC TEXAS separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order as discussed in Attachment 1, Resale. SBC TEXAS will accept PIC change orders for intraLATA toll and long distance services.

3.6 When CLEC submits migration orders for a Resale service, all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of switch feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).

3.7 When SBC TEXAS converts a CLEC End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes, including changes to PIC and LPIC, will be applied in addition to the conversion charge. 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, Schedule of Prices under the heading "OTHER (Resale)."

3.8 SBC TEXAS will provide order format specifications based upon the most current local service order guidelines for all services, features, and functions available and for ancillary data required to provision these services.

3.9 SBC TEXAS will provide standard provisioning intervals for all Resale services.

3.10 SBC Texas will update the E911 service provider information and establish directory listings, including all information appropriate for residential or business listings and foreign listings, from CLEC's service order. SBC Texas will use a mechanized process to ensure that SBC Texas's directory listing, 911 and LIDB information for the End User is not deleted during the process of converting that customer to resold service provided by a CLEC.

4.0 Provisioning Requirements

4.1 Except in the event of the migration of an End User's service, only the provider of record can make changes to that End User's service.

4.2 Upon request from CLEC, SBC TEXAS will provide an intercept referral message that includes any new telephone number of a CLEC End User for the same period of time that SBC TEXAS provides such messages for its own End Users. The Parties will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by the SBC TEXAS for its own End Users.

4.3 SBC TEXAS will provide CLEC with a Firm Order Confirmation (FOC) for each order (multiple Working Telephone Numbers (WTNs) may be included on one order). The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, Due Date (DD), Service Order number.

4.4 Upon work completion, SBC TEXAS will provide the CLEC, an SOC (Service Order Completion notice via facsimile or other mutually agreed upon method.

4.5 Where available, SBC TEXAS will perform pre-testing for support of Complex Resale services ordered and will, upon request, provide all test and turn-up results support of said pre-testing via facsimile or as mutually agreed upon by the Parties.

4.6 As soon as identified, SBC TEXAS will provide the CLEC any reject error notifications via facsimile or other method agreed upon by the Parties.

4.7 When available, SBC TEXAS will provide the CLEC notice when SBC TEXAS' committed Due Date (DD) is in jeopardy of not being met by SBC TEXAS on any Resale Service via facsimile or other method as mutually agreed upon by the Parties. When available, SBC TEXAS will concurrently provide the revise DD via facsimile or other method as agreed upon by the Parties.

4.8 When an SBC TEXAS employee visits the premises of a CLEC customer, the SBC TEXAS employee must inform the End User that he or she is there acting on behalf of their local service provider. Materials left at the End User premises (e.g., a door hanger notifying the customer of the service visit) must also inform the End User that SBC TEXAS was on their premises acting on behalf of their local service provider.

4.9 SBC TEXAS technicians will direct CLEC customers to contact their local service provider if a CLEC customer requests a change in service at the time of installation.

4.10 SBC TEXAS will provide via facsimile or, as otherwise agreed upon by the Parties, notification of any additional charges, including but not limited to, labor, expedited charges, engineering and proprietary requests associated with a given service. SBC TEXAS will provide via facsimile, or as otherwise agreed upon by the Parties, notification of any additional charges associated with a given service including required construction charges for a given service. When construction is involved, SBC TEXAS will obtain the CLEC's approval prior to commencing construction under a CLEC's order for such service. Rates associated with this Section will be applied in parity to the SBC TEXAS' Resale tariffs, or as mutually agreed to by the Parties.

5.0 Order Format and Data Elements for Resale Service

5.1 When ordering Resale services, CLEC will use SBC TEXAS' most current version of the LSOR.

5.2 Order format specifications for all migration and/or conversion of Resale services available to be ordered, and all customer data required will be made available by SBC TEXAS to the CLEC, pursuant to SBC TEXAS' most current version of the SBC TEXAS LSOR, which will be made available via the SBC TEXAS website or as otherwise mutually agreed upon by the Parties.

5.3 Appropriate ordering and provisioning codes to be used for each Resale services available to be ordered will be made available by SBC TEXAS to CLEC, pursuant to the SBC TEXAS' most current version of the SBC TEXAS LSOR, which will be made available via the SBC TEXAS website or as otherwise mutually agreed upon by the Parties.

6.0 Order Due Date

6.1 When CLEC places an order, SBC TEXAS will specify a Desired Due Date (DDD) and SBC TEXAS will specify a due date (DD) based on the available intervals. In the event SBC TEXAS' DD is less than the standard interval, the service order will be assigned a DD using the applicable interval. Rates associated with a change in an order DD are identified in the Appendix Pricing, Schedule of Prices.

6.2 If expedited service is requested, CLEC will populate the Expedite and Expedite Reason on the request. SBC TEXAS will contact the CLEC and the Parties will jointly negotiate an expedited DD. This situation will

be considered an expedited order. Rates for expedited DDs and changes to the expedited DDs will apply as reflected in SBC TEXAS' Appendix Pricing, Schedule of Prices labeled "Service Order Charges Unbundled Element Expedited." SBC TEXAS will not complete the order prior to the DD or later that the DD unless authorized by the CLEC.

7.0 Measurements- CHANGE IN END USER LOCAL SERVICE PROVIDER Requirements of TAC 26.131

7.1 The Parties acknowledge that TAC § 26.131 will be used as the guideline for CLEC to CLEC and CLEC to ILEC f the Texas Public Utility Commission addressing CLEC to CLEC migration migrations.

7.1.1 Pursuant to Texas Public Utility Commission Substantive Rule 26.28(a)(10), the Parties must allow for converting suspended End Users in Texas to other local service providers.

7.1.2 When a CLEC's End User(s) subscribes to resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing, Schedule of Prices. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

7.2 The Parties abide by the requirements of TAC § 26.131 and use such guidelines for the handling of CLEC to CLEC and CLEC to ILEC migrations and shall provide information and cooperation identified in the Rule at parity with the manner in which such information and cooperation by the other Party.

7.3 Except in the event of a migration of an End User's service, only the provider of record can make changes to that End User's service.

7.4 Failure to abide by such rules shall be deemed a violation of this agreement and may a claim may be pursued under the Dispute Resolution provisions of the General Terms and Conditions of this Agreement or any other remedies available at law or equity.

7.5 For the purposes of ordering service furnished under this Attachment, each request for new service (that is, service not currently being provided to the End User on SBC Texas' network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number. Applicable service order charges and/or non-recurring charges associated with said new service will be applied.

7.6 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 Texas' network, without regard to the identity of that End User's non-facilities based local service provider of record.

7.7 When an End User converts existing service to another local service provider's resold service of the same type without any additions or changes (including any change to the PIC and/or LPIC), charges for such conversion will apply as set forth in the Appendix Pricing, Schedule of Prices and/or the applicable Commission ordered tariff where stated and are applied per billable telephone number.

7.8 For Resale migration activity from any end user not served by a facility based provider, and in response to a submission of CLEC's CSR, SBC Texas will provide customer information, including customer name, billing address and residence or business address, billed telephone number(s), features and services available in the end office where the customer is provisioned, and the features and services to which the customer subscribes. The Parties agree that for the purposes of this section, the representatives of CLEC will not access the information specified in this Section until CLEC has the end user's authorization to review the end user's CPNI information.

8.0 Charging for Processing of Requests for Resold Services

8.1 When a CLEC End User(s) subscribes to resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing, Schedule of Prices. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.

8.2 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, including changes to PIC and LPIC, 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, Schedule of Prices under the heading "OTHER (Resale)."

ATTACHMENT 3: MAINTENANCE FOR MANUAL CONVERSION ORDERS AND/OR MANUAL MIGRATION ORDERS - RESALE

1.0 General Requirements

1.1 SBC TEXAS will provide repair, maintenance, and testing, for manual conversion orders and/or manual migration orders of all Resale services in accordance with the terms and conditions of this Attachment.

2.0 Maintenance Requirements

2.1 SBC TEXAS will provide maintenance for all Resale services ordered under this Agreement at levels equal to the maintenance provided by in serving its End Users, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management.

3.0 Repair Service Response

SBC TEXAS technicians will provide repair service that is at least equal in quality to that provided to SBC TEXAS End Users; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC TEXAS End Users. The CLEC and SBC TEXAS agree to use severity and priority restoration guidelines.

4.0 Intercompany Communications

4.1 SBC TEXAS' Event Notification Process: a network Event is any condition that occurs in the network that causes blocked calls associated with inter-office message traffic, managed by the Network Management Service Center ("NMSC") will utilize the CLEC Network Management Center ("NMC") or other CLEC identified contacts listed in the "SBC13-STATE CLEC Profile" (Section 7, Contact Names) as the Single Point of Contact to notify CLEC of the existence, location, and source of all emergency network outages affecting a CLEC End User. Notification will be sent via facsimile and/or e-mail, as designated in the CLEC Profile. The CLEC 's Customer Network Service Center ("CNSC") or the CLEC NMC may call the SBC TEXAS' Local Operation Center (LOC) in order to discuss scheduled activities that may impact CLEC End Users. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

4.2 Emergency Restoration

a) SBC TEXAS NMSC will notify the CLEC via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when the CLEC reports trouble to the LOC, the LOC will notify the affected CLEC;

b) establishment of the SBC TEXAS LOC as the single point of contact to provide the CLEC with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process;

c) methods and procedures for reprovisioning of all Resale services after initial restoration. SBC TEXAS agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with TSP services for restoration. SBC TEXAS will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.

5.0 Misdirected Repair Calls

5.1 All misdirected repair calls to SBC TEXAS from CLEC's End Users will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SBC TEXAS will refer CLEC End Users (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SBC TEXAS' territory will continue to receive a standardized vacant code

announcement (i.e., a recording specifying the number dialed is not valid) for all End Users. The CLEC, on a reciprocal basis, will refer all misdirected repair calls that CLEC receives for SBC TEXAS' End Users to a SBC TEXAS designated number.

6.0 Repair Procedures

6.1 SBC TEXAS agrees to the following:

6.1.1 SBC TEXAS LOC will be on-line and operational twenty-four (24) hours per day, seven (7) days per week. CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance applicable to this Agreement (via an 800 number) 24 hours per day, seven (7) days a week.

6.1.2 While in manual mode operation, SBC TEXAS will provide CLEC "estimated time to restore." The SBC TEXAS LOC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SBC TEXAS for a maximum of four months after CLEC's market entry date in SBC TEXAS states, or until this capability is available through EDI, or until CLEC elects to utilize the Toolbar program to obtain this status. Manual jeopardy status information will be provided during any outage or failure in OSS. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).

6.1.3 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.

6.1.4 Performance measurements will be measured and reported to CLEC. The CLEC may request service improvement meetings with SBC TEXAS if the quality of service provided to CLEC End Users based on these measurements is less than that provided to SBC TEXAS End Users. See Attachment 17 Performance Measurements.

6.1.5 For purposes of this Section, a Resale service is considered restored or a trouble resolved when the quality of a Resale service is equal to that provided before the outage or the trouble occurred.

7.0 Escalation Procedures

7.1 SBC TEXAS will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SBC TEXAS management personnel who are responsible for maintenance issues. CLEC acknowledges that the LOC escalation contact list found on CLEC OnLine meets the requirements of this Section.

8.0 Premises Visit Procedures

8.1 SBC TEXAS Maintenance of Service Charges, when applicable, will be billed by SBC TEXAS to CLEC, and not to CLEC's end-users.

8.1.1 Dispatching of SBC TEXAS technicians to End User premises shall be accomplished by SBC TEXAS pursuant to a request received from CLEC. Additional dispatching of SBC TEXAS technicians may occur when SBC TEXAS detects network trouble during routine maintenance.

8.1.2 When an SBC TEXAS employee visits the premises of CLEC's local customer, the employee must inform the End User that he or she is there acting on behalf of their local service provider. Materials left at the End User premises (e.g., a door hanger notifying the End User of the service visit) must also inform the End User that the employee was on their premises acting on behalf of their local service provider.

8.1.3 If a trouble cannot be cleared without access to CLEC's 's local End User's premises and the End User is not at home, the technician will leave at the End User's premises a non-branded "no access" card requesting the End User to call their local service provider for rescheduling of repair.

9.0 Designed and/or Complex New Circuit Testing

SBC TEXAS will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by CLEC in order to identify any new circuit failure performance problems. CLEC will utilize routine maintenance procedures for reporting troubles.

10.0 MLT Testing

10.1 SBC TEXAS agrees to provide access to MLT testing to allow CLEC to test its end user lines for resold SBC TEXAS services. SBC TEXAS will make MLT testing functionality available through SBC TEXAS' Toolbar Trouble Administration to allow CLEC to test its end-user lines for resold SBC TEXAS POTS services.

ATTACHMENT 4: CONNECTIVITY BILLING - RESALE

1.0 General

This Attachment 4: Connectivity Billing-Resale describes the requirements for SBC TEXAS to bill all charges CLEC incurs for purchasing Resale services.

2.0 Billable Information And Charges

2.1 In accordance with this Agreement, SBC TEXAS will bill those charges CLEC incurs as a result of CLEC purchasing Resale services from SBC TEXAS (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges (hereinafter "Connectivity Bill") will be formatted in accordance with EDI for Resale services. CLEC will translate the EDI formatted bills to meet CABS/BOS specifications. SBC TEXAS will assist CLEC with EDI mapping. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Resale services ordered by CLEC to which Connectivity Charges apply. Each Connectivity Bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to CLEC.

2.2 SBC TEXAS will provide CLEC a monthly Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to CLEC for those Resale services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill, including Auxiliary Service Information, provided by SBC TEXAS to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; (4) any known unbilled usage sensitive charges for prior periods; (5) any known unbilled adjustments; and (6) any Customer Service Record (CSR) for all flat-rated charges.

2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SBC TEXAS to CLEC. Connectivity Bills will not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date.

2.4 Each Party will provide the other Party at no charge a contact person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 4: Connectivity Billing - Resale.

2.5 SBC TEXAS will assign to CLEC one Billing Account Number (BAN) per Regional Accounting Office (RAO) for consumer and one BAN per RAO for business.

3.0 Issuance of Connectivity Bills - General

3.1 SBC TEXAS will issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section. SBC TEXAS will establish monthly billing dates (Bill Date) for each BAN, as further defined in the EDI/BOS document, which Bill Date will be the same date month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Billing invoice associated with each BAN. Multiple BANs for each Regional Accounting Office (RAO) will be provided as part of a single EDI transmission. Payment of Connectivity Bills is subject to terms as stated in the General Terms and Conditions of this Agreement.

3.2 If CLEC requests an additional copy(ies) of a bill, CLEC will pay SBC TEXAS a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.

3.3 To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will

provide SBC TEXAS reasonable (within 24 hours) notice if a Connectivity Billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC at SBC TEXAS' sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 4: Connectivity Billing - Resale.

4.0 Electronic Transmissions

4.1 SBC TEXAS will electronically transmit Connectivity Billing information and data for Resale services in the appropriate EDI format via Connect: Direct as outlined in SBC TEXAS' Electronic Commerce Customer Guide dated May 1995, or as the Parties may otherwise agree. The Parties agree that a T1.5 or 56kb circuit to the gateway for Connect: Direct is required. If SBC TEXAS has an established Connect: Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. SBC TEXAS and CLEC will provide each other appropriate Connect: Direct Node IDs. Any change to either Party's Connect: Direct Node IDs must be sent to the other Party no later than twenty-one (21) calendar days before the change takes effect.

5.0 Tape or Paper Transmissions

5.1 In the event either Party does not have Connect: Direct capabilities upon the Effective Date of this Agreement, such Party agrees to establish Connect: Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and SBC TEXAS). Connectivity billing information and data for payment contained on magnetic tapes or paper will be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data will not be returned to the sending Party.

TO CLEC:

Tape Transmissions via U.S. Mail:	CLEC Tape or Paper Person name, title CLEC Legal Name Address City, State, Zip
Tape Transmissions via Overnight Delivery:	CLEC Tape or Paper Person name, title CLEC Legal Name Address City, State, Zip
Paper Transmissions via U.S. Mail:	CLEC Tape or Paper Person name, title CLEC Legal Name Address City, State, Zip
Paper Transmissions via Overnight Delivery:	CLEC Tape or Paper Person name, title CLEC Legal Name Address City, State, Zip

The Parties will develop the format for paper or tape transmission as part of the implementation process.

6.0 Testing Requirements

6.1 At least ninety (90) days prior to SBC TEXAS sending CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 days prior to changing mechanized formats, SBC TEXAS

will send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment 4: Connectivity Billing - Resale. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the Connectivity Bill. When SBC TEXAS meets mutually agreed testing specifications, SBC TEXAS may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

7.0 Additional Requirements

7.1 SBC TEXAS agrees that if it transmits data to CLEC in a mechanized format, SBC TEXAS will also comply with the following specifications which are not contained in EDI/BOS guidelines but which are necessary for CLEC to process Connectivity Billing information and data:

a) The BAN shall not contain embedded spaces or low values;

b) The Bill Date shall not contain spaces or non-numeric values;

c) Each Connectivity Bill must contain at least one detail record;

d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

8.0 Bill Accuracy Certification

8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, SBC TEXAS will be responsible for transmitting to CLEC an accurate and current bill. For the purposes of this Agreement, CLEC and SBC TEXAS will develop the processes and methodologies required for Resale services bill certification.

9.0 Payment Of Charges

9.1 Payment shall be subject to the terms of the General Terms and Conditions of this Agreement.

10.0 Examination Of Records

10.1 Without waiver of and in addition to the Audit rights in the General Terms and Conditions of this Agreement, upon reasonable notice and at reasonable times, CLEC or its authorized representatives, whose selection is restricted as indicated in the Audit rights in the General Terms and Conditions of this Agreement, may examine SBC TEXAS' documents, systems, records and procedures which relate to the billing of the Connectivity Charges to CLEC under this Attachment 4: Connectivity Billing - Resale.

ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA - RESALE

1.0 Introduction

1.1 This Attachment sets forth the terms and conditions for SBC TEXAS' provision of Usage Data (as defined in this Attachment) to CLEC. Usage Data will be provided by SBC TEXAS to CLEC when CLEC purchases Resale services from SBC TEXAS.

2.0 General Requirements for Usage Data

2.1 SBC TEXAS' provision of Usage Data to CLEC will be in accordance with performance metrics to be developed by CLEC and SBC TEXAS during and as part of the implementation and testing process. SBC TEXAS' performance based on such performance metrics will be measured and reported at the time CLEC begins providing local service to customers, but SBC TEXAS' provision of Usage Data will not be required to meet such performance metrics until six months after CLEC begins providing local services to customers.

2.2 SBC TEXAS will retain Usage Data in accordance with the SBC Daily Usage File Users Guide. As found on SBC's CLEC OnLine website.

3.0 Usage Data Specifications

3.1 SBC TEXAS will provide usage data for CLEC Customers using SBC TEXAS provided Resale services. Usage Data includes, but is not limited to, the following categories of information:

a) Completed calls;
b) Use of CLASS/LASS/Custom Features;
c) Calls to Directory Assistance where SBC TEXAS provides such service to a CLEC customer;
d) Calls completed via SBC TEXAS - provided Operator Services where SBC TEXAS provides such service to CLEC's Local Service customer;
e) Station level detail for SBC TEXAS - provided CENTREX and PLEXAR families of services;
f) Complete call detail and complete timing information for Resale services.

SBC TEXAS will provide Usage Data for completed calls only for service offerings that SBC TEXAS records for itself (e.g., Local Measured Services).

3.2 SBC TEXAS will provide Usage Data to CLEC only for CLEC Customers. SBC TEXAS will not submit other carriers' local usage data as part of the CLEC Usage Data.

3.3 CLEC is responsible for payment of 976 intraLATA information service revenue billed to CLEC by SBC T EXAS. CLEC will attempt to resolve all its end-user 976 intraLATA information service charge inquiries prior to requesting an adjustment from SBC TEXAS. CLEC will make a comparable attempt to collect all 976 intraLATA charges as it makes to collect its own 900 information service charges.

4.0 Usage Data Format

4.1 SBC TEXAS will provide Usage Data in the EMI format and by category, group and record type, as specified in the CLEC Customer Usage Data Transfer Requirements, March 1996 (Data Requirements), or as otherwise agreed to by the Parties.

4.2 SBC TEXAS will include the Working Telephone Number (WTN) of the call originator on each EMI call record.

4.3 End user customer usage records and station level detail records will be in packs in accordance with EMI standards.

5.0 Usage Data Reporting Requirements

5.1 SBC TEXAS will segregate and organize the Usage Data in a manner agreeable to both Parties.

5.2 SBC TEXAS will provide Usage Data for Resale services to CLEC locations as agreed to by the Parties.

5.3 SBC TEXAS will transmit formatted Usage Data to CLEC via CONNECT: Direct or as otherwise agreed to by the Parties.

5.4 CLEC and SBC TEXAS will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. CLEC will pay to SBC TEXAS a per message charge of three tenths of one cent ($.003) for SBC TEXAS' transmission of usage data to CLEC.

5.5 SBC TEXAS will provide Usage Data to CLEC daily (Monday through Friday) on a daily time schedule to be determined by the Parties.

5.6 SBC TEXAS will establish a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

5.7 The Usage Data EMI format, content, and transmission process will be tested not later than three (3) months after the Effective Date of the Agreement or as otherwise mutually agreed to by both Parties.

6.0 Alternatively Billed Calls

6.1 Calls that are placed using the services of SBC TEXAS or another LEC or LSP and billed to a Resale service line of CLEC are called "Incollects." Calls that are placed using CLEC Resale service and billed to a SBC TEXAS line or other LEC or LSP are called "Outcollects."

6.2 Outcollects: SBC TEXAS will provide to CLEC the unrated message detail that originates from a CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). SBC TEXAS will transmit such data to CLEC on a daily basis. CLEC as the LSP will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end-user billing. CLEC will pay to SBC TEXAS a per message charge of three tenths of one cent ($.003) for SBC TEXAS' transmission of outcollect messages to CLEC. CLEC will be compensated by the billing company for the revenue it is due. In addition, CLEC will compensate SBC TEXAS for the receipt of the intraLATA toll message in accordance with Attachment 1: Resale of this Agreement.

6.3 Incollects: SBC TEXAS will provide the rated messages it receives from the CMDS1 network to CLEC for billing to CLEC's end-users associated with messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"). SBC TEXAS will transmit such data to CLEC on a daily basis. SBC TEXAS will credit CLEC the Billing and Collection (B&C) fee for billing the Incollects. The B&C credit will be provided in accordance with the procedures set forth in Attachment 4: Connectivity Billing-Resale of this Agreement and the credit will be $.05 per billed message. CLEC will pay to SBC TEXAS a per message charge of three tenths of one cent ($.003) for SBC TEXAS' transmission of incollect messages to CLEC.

7.0 Pricing

7.1 SBC TEXAS will bill and CLEC will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in the General Terms and Conditions of this Agreement.

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

1.0 Introduction

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

1.1 Subject to Section 2.5 of the General Terms and Conditions of this Agreement, SBC TEXAS shall provide Unbundled Network Elements under the following terms and conditions in this Attachment UNE.

1.2 251(c)(3) UNEs and Declassification

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

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1.2.4 The Parties agree that the FCC determined in the TRO and confirmed in the TRRO that its declassification of entrance facilities as UNEs under Section 251(c)(3) does not eliminate CLECs' right to obtain the interconnection facilities the ILECs are required to provide for Section 251(c)(2) interconnection. The interconnection facilities referred to in this Section are those cross-connect facilities necessary to interconnect CLEC's network facilities with SBC TEXAS and are not the physical circuits that link the CLEC switch to an SBC TEXAS switch.

1.2.5 This Agreement sets forth the terms and conditions pursuant to which SBC TEXAS will provide CLEC with access to unbundled network elements under Section 251(c)(3) of the Act in SBC TEXAS' incumbent local exchange areas for the provision of Telecommunications Services by CLEC; provided, however, that notwithstanding any other provision of the Agreement, SBC TEXAS shall be obligated to provide UNEs only to the extent required by Section 251(c)(3) of the Act, as determined by 251(c)(3) FCC rules and associated 251(c)(3) FCC orders.

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

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

1.2.5.2 It is the Parties' intent that only 251(c)(3) UNEs shall be available under this Agreement; accordingly, if this Agreement requires or appears to require 251(c)(3) UNE(s) or unbundling without specifically noting that the UNE(s) or unbundling must be "251(c)(3)," the reference shall be deemed to be a reference to 251(c)(3) UNE(s) or 251(c)(3) unbundling, as defined in this Section 1.2.5.

1.2.6 Nothing contained in the Agreement shall be deemed to constitute consent by SBC TEXAS that any item identified in this Agreement as a UNE or network element or a 251(c)(3) UNE is a network element or UNE under Section 251(c)(3) of the Act, as determined by effective FCC rules and orders, that SBC TEXAS is required to provide to CLEC alone, or in combination with other network elements or UNEs (251(c)(3) or otherwise), or commingled with other network elements, UNEs (251(c)(3) or otherwise) or other services or facilities.

1.2.7 Future declassifications of unbundled network elements beyond those already identified by the FCC in the TRO and TRRO shall be governed by the "Change of Law/Reservation of Rights" Provisions of the ICA.

1.2.8 Notwithstanding anything in this Agreement or in any Amendment, SBC TEXAS shall have no obligation pursuant to this ICA 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 251(c)(3) UNE. The preceding includes without limitation that SBC TEXAS shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving SBC TEXAS network elements that do not constitute 251(c)(3) UNEs, or where such 251(c)(3) UNEs are not requested for permissible purposes.

2.0 General Terms and Conditions

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

2.1.1 In order to access and use 251(c)(3) UNEs, CLEC must be a Telecommunications Carrier (Section 251(c)(3)), and must use the 251(c)(3) UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)). Together, these conditions are the "Statutory Conditions" for access to 251(c)(3) UNEs. Accordingly, CLEC hereby represents and warrants that it is a telecommunications carrier, and that it will notify SBC TEXAS immediately in writing if it ceases to be a telecommunication carrier. Failure to so notify SBC TEXAS shall constitute a material breach of this Agreement.

2.1.1.1 Other conditions to accessing and using any 251(c)(3) UNE (whether on a stand-alone basis or in combination with other network elements or UNEs (251(c)(3) or otherwise) may be applicable under effective FCC rules and associated and effective FCC orders and will also apply.

2.1.1.2 CLEC may purchase 251(c)(3) UNEs and use them, alone or in combination with their own facilities, to provide wholesale services to other providers. CLEC may not use SBC TEXAS' 251(c)(3) UNEs for the exclusive provision of mobile wireless services, or interexchange services**.** In addition, a UNE Loop obtained by the CLEC from SBC Texas must terminate at an end user customer premises.

2.2 Where processes, including processes for ordering and provisioning, for any UNE are available under this Agreement, whether alone or in conjunction with any other UNE(s), or service(s), pursuant to this Agreement are not already in place, SBC TEXAS will develop and implement such processes, subject to any associated rates, terms and conditions applicable under this interconnection agreement. SBC TEXAS shall use existing processes already developed, if possible; if doing so is not possible, SBC TEXAS shall within an agreed upon timeframe determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided however, that compliance with such guidelines shall not delay CLEC's ability to order and obtain any UNE beyond the agreed upon timeframe.

2.3 Pursuant to 47 C.F.R. 51.309(a), SBC TEXAS will not impose limitations, restrictions or requirements on CLEC's request for, or its use of, network elements or Unbundled Network Elements for the service(s) CLEC seeks to offer except those set out in this Attachment, including, without limitation, Section 2.1.1.2 and 2.20.

2.4 SBC TEXAS will permit CLEC to designate any point at which it wishes to connect CLEC's facilities or facilities provided by a third party on behalf of CLEC with SBC TEXAS' network for access to Unbundled Network Elements for the provision by CLEC of a telecommunications service. If the point designated by CLEC is technically feasible, SBC TEXAS will make the requested connection.

2.4.1 Except with respect to Eligibility Requirements for Access to Certain UNEs described in Section 2.20, SBC TEXAS shall provide access to Unbundled Network Elements and combinations of Unbundled Network Elements pursuant to the terms and conditions of this Attachment, without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

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2.6 SBC TEXAS shall provide access to UNEs and combinations of UNEs in a nondiscriminatory manner such that all CLECs, including any affiliate of SBC TEXAS, receives the same quality of service that SBC TEXAS provides to its own retail customers that receive service from SBC TEXAS utilizing the same or similar network elements. Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what SBC TEXAS provides itself or any subsidiary, affiliate, or other party (presently found at agreed 47 CFR § 51.311(a), (b)). UNEs available under Section 251 that are provided to CLEC under the provisions of this Attachment shall remain the property of SBC TEXAS.

2.7 At CLEC's request, SBC TEXAS shall provide Unbundled Network Elements to CLEC in a manner required by law that allows CLEC to combine those Unbundled Network Elements to provide a telecommunications service. Subject to the provisions hereof and at CLEC's request, SBC TEXAS shall also provide CLEC with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected

in SBC TEXAS' network, and include those combinations that are actually connected but for which dial tone is not currently being provided.

2.8 CLEC may combine any Unbundled Network Element with any other element except as delineated in this agreement.

2.9 SBC's combining obligation is limited solely to the combining of 251(c)(3) UNEs. SBC is also obligated to commingle 251(c)(3) UNEs (and combinations of 251(c)(3) UNEs) with one or more wholesale facilities or services, including §271 UNEs, that a requesting telecommunications carrier has obtained at wholesale from an incumbent LEC.

2.10 In the event that SBC TEXAS denies a request to perform the functions necessary to combine 251(c)(3) UNEs or to perform the functions necessary to combine 251(c)(3) UNEs with elements possessed by CLEC, SBC TEXAS 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 TEXAS 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. SBC TEXAS will provide Unbundled Network Elements as outlined in this Attachment where facilities exist in SBC TEXAS' network at the time of CLEC's request. SBC TEXAS will modify its network as may be required by the Act to make facilities available to CLEC for Unbundled Network Element orders. If facilities are not available, CLEC may request the facilities via the Bona Fide Request process described below.

2.11 CLEC may use one or more Unbundled Network Elements to provide any technically feasible feature, function, or capability that such Unbundled Network Element(s) may provide.

2.12 SBC TEXAS will provide nondiscriminatory access to the unbundled Network Elements identified and provided for in this Attachment, including combinations of Unbundled Network Elements, subject to the terms and conditions of this Attachment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements identified in this Attachment to provide a telecommunications service under this Agreement. SBC TEXAS will allow CLEC to order each Unbundled Network Element individually or in combination with any other Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit CLEC to combine such Unbundled Network Elements with other Unbundled Network Elements obtained from SBC TEXAS or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other Unbundled Network Elements or to interconnect with SBC TEXAS' network. Any request by CLEC for SBC TEXAS to provide a type of connection between Unbundled Network Elements that is not currently being utilized in the SBC TEXAS network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request (BFR) process described in Section 2.37.

2.13 When CLEC orders Unbundled Network Elements in combination, and identifies to SBC TEXAS the type of telecommunications service it intends to deliver to its end user customer through that combination (e.g., POTS, ISDN), SBC TEXAS will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SBC TEXAS provides through its own network to its local exchange service customers receiving equivalent service, unless CLEC requests a lesser or greater quality of performance through the Bona Fide Request (BFR) process. 251(c)(3) Unbundled Network Element combinations provided to CLEC by SBC TEXAS will meet all performance criteria and measurements that SBC TEXAS achieves when providing equivalent end user service to its local exchange service customers.

2.14 For each Unbundled Network Element, to the extent appropriate, SBC TEXAS will provide a demarcation point and, if necessary, access to such demarcation point, as the Parties agree is suitable. However, where SBC TEXAS provides contiguous Unbundled Network Elements to CLEC, SBC TEXAS will provide the existing intermediate connections without demarcation points and provide demarcation points at the ends where the combination is handed off to CLEC.

2.15 In the event that SBC TEXAS denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with unbundled elements possessed by CLEC, SBC TEXAS shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. In any dispute resolution proceeding, SBC TEXAS shall have the burden, to prove that such denial meets one or more applicable standards for denial, including without limitation those under any applicable FCC rules and orders, and the Agreement, including Section 2.12 of this Attachment.

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2.18 Conversion of Wholesale Services to UNEs

2.18.1 Where processes, including ordering and provisioning processes, for the conversion requested pursuant to this Agreement are not already in place, SBC TEXAS shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, SBC TEXAS shall within an agreed upon timeframe determine what new processes are necessary and shall establish ordering processes as soon as reasonably possible, but no later than the agreed upon timeframe. SBC TEXAS shall make all reasonable efforts to ensure any new process comports with applicable industry ordering guidelines. SBC TEXAS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines; provided however, that compliance with such Change Management guidelines shall not delay CLEC's conversion request beyond an agreed upon timeframe.

2.18.2 Except as agreed to by the parties, SBC TEXAS shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. Nothing in this Section 2.18.2 prohibits SBC TEXAS from imposing early termination charges otherwise applicable under the state or federal special access tariff to CLEC's termination of existing long-term contract(s) under which CLEC is obtaining a discount.

2.18.3 SBC TEXAS may charge applicable record change charges.

2.18.4 For UNE conversion orders for which SBC TEXAS has either a) not developed a process or b) developed a process that falls out for manual handling, SBC TEXAS will charge CLEC the Electronic Service Order (Flow Thru) Record Simple charge for processing CLEC's orders until such process has been developed and CLEC agrees to immediately use the electronic process. Then SBC TEXAS may charge the applicable service order charges and record change charges.

2.18.5 This Section 2.18 only applies to situations where the wholesale service, or group of wholesale services, is comprised of UNEs offered or otherwise provided for in this Attachment, including commingled arrangements with wholesale services. The Parties agree that converting between wholesale services, such as special access services, and UNEs or UNE combinations should be a seamless process, that would not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Since

such conversions will only constitute a record and billing change and in no way impact the physical circuits involved the interval for completing conversions shall be mutually negotiated between the parties. In no event will the conversion interval exceed the standard interval applicable to the UNE(s) or UNE combination to which the wholesale service is being converted. Pricing changes begin the next billing cycle following the conversion request.

2.18.6 This Section 2.18.6 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an SBC TEXAS service.

2.18.7 In requesting a conversion of an SBC TEXAS service, CLEC must submit its orders in accordance with the agreed guidelines and ordering requirements provided by SBC TEXAS that are applicable to converting the particular SBC TEXAS service sought to be converted. SBC TEXAS shall begin billing CLEC at the pricing applicable to the converted service arrangement (e.g., UNE Section 251 pricing if applicable) as of the beginning of the next billing cycle following the completion of activities necessary for performing the conversion, including, but not limited to, CLEC's submission of a complete and accurate LSR/ASR requesting the conversion. CLEC is responsible for payment.

2.18.8 Nothing in this Attachment or Agreement is intended to permit or permits CLEC to supersede or dissolve any contract with SBC TEXAS related to services that might be affected by Section 2.18, including but not limited to, contracts under which CLEC obtains discounted special access services. CLEC may terminate or modify its rights and obligations under any such contract, in whole or in part, only in accordance with its terms, including complying with any early termination penalties or charges that apply.

2.19 Commingling

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

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

2.19.1.2 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement are not already in place, SBC TEXAS will develop and implement processes, subject to any associated rates, terms and conditions. applicable under this interconnection agreement. SBC TEXAS shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, SBC TEXAS shall .determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided, however, that compliance with such guidelines shall not delay SBC TEXAS' implementation of Commingling beyond thedate on which this Agreement is approved.

2.19.2 Except as specifically addressed in Section 2 and, further, subject to the other provisions of this Agreement, SBC TEXAS shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from SBC TEXAS to the extent required by FCC or Texas Commission rules and orders.

2.19.3 Upon request, and except as provided in Section 2.14 and subject to Section 2.15, SBC TEXAS shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that CLEC has obtained at wholesale from SBC TEXAS (as well as requests where CLEC also wants SBC TEXAS to complete the actual Commingling), except that SBC TEXAS shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not

technically feasible, including that network reliability and security would be impaired; or (ii) SBC TEXAS' ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC TEXAS' network. CLEC may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services, and SBC TEXAS shall not deny access to UNEs and combinations of UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services.

2.19.4 The Parties agree that the Commingled Product Set identified in Exhibit A to this Attachment shall be available to CLEC upon request as of the effective date of this Agreement. All other requests for SBC TEXAS to perform the functions necessary to Commingle (as well as requests where CLEC also wants SBC TEXAS to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Attachment.

2.19.4.1 SBC TEXAS is developing a list of Commingled Arrangements that will be available for ordering, which list will be made available in the CLEC Handbook and posted on "CLEC On-line." Once that list is included in the CLEC Handbook or posted, whichever is earlier, CLEC will be able to submit orders for any Commingled Arrangement on that list. The list may be modified, from time to time. Any CLEC request for a Commingled Arrangement not found on the then-existing list of orderable Commingled Arrangements must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from SBC TEXAS sought to be Commingled and the needed location(s), the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled, and how each connection (e.g., cross-connected) is to be made between them.

2.19.4.2 SBC TEXAS shall charge CLEC the non-recurring and recurring rates applicable to the UNE(s), facilities or services that CLEC has obtained at wholesale from SBC TEXAS. If any Commingling requested by CLEC requires physical work to be performed by SBC TEXAS, and if an existing charge applies to that work, SBC TEXAS shall so inform CLEC and, in such instance, SBC TEXAS shall charge CLEC. A fee shall be calculated using the Time and Material charges as reflected in Appendix Pricing. With respect to a BFR in which CLEC requests SBC TEXAS to perform work not required by this Section 2.19.4, CLEC shall be charged a market-based rate for any such work.

2.19.5 SBC TEXAS shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement., as that term is defined in the FCC's Triennial Review Order at paragraph 582. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. SBC TEXAS shall charge the rates for UNEs (or UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element and such facilities and services on a facility-by-facility, service-by-service basis.

2.19.6 Nothing in this Agreement shall impose any obligation on SBC TEXAS to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC. If CLEC does not meet any of the applicable eligibility criteria, including Statutory Conditions, or, for any reason, stops meeting such eligibility criteria, including Statutory Conditions, for a particular UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

2.19.7 Where a Commingled Arrangement to be provided to CLEC involves a Section 251 UNE combination as well as Commingling, the eligibility criteria applicable, if any exist, to both Commingling and combinations must be fulfilled.

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2.19.9 Subject to this Section 2.19, SBC TEXAS shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:

2.19.9.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from SBC TEXAS; or

2.19.9.2 Shares part of SBC TEXAS' network with access or wholesale services.

2.20 Eligibility Requirements for Access to Certain UNEs

2.20.1 Except as provided below in this Section 2.20 or elsewhere in the Agreement and subject to this Section and Section 2.18, of this Attachment, SBC TEXAS 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.

2.20.1.1 "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 in some cases). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out in Section 2.20.2 below. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity Included Arrangements"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 2.20.3 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).

2.20.1.2 A High-Capacity Included Arrangement is either:

2.20.1.2.1 an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport (DS1 EEL) or dedicated DS3 or higher transport facility or service (DS1 EEL multiplexed onto DS3 transport), or an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service (DS3 EEL); or

2.20.1.2.2 an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service (DS1 EEL), or an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service (DS1 EEL multiplexed onto DS3 transport), or an unbundled DS3 or loop or a DS3 or higher channel termination service (DS3 EEL) .

2.20.2 SBC TEXAS shall not provide access to the High-Capacity Included Arrangements (Sections 2.20.1.2.1 and 2.20.1.2.2) unless CLEC satisfies all of the following conditions set forth in Section 2.20.2.1 through 2.20.2.4 for each High-Capacity Included Arrangement requested. Section 2.20.2 shall apply in any arrangement that includes more than one of the UNEs, facilities, or services set forth in that Section, including, without limitation, any arrangement where one or more UNEs, facilities, or services not set forth in Section 2.20.2 is also 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.

2.20.2.1 CLEC (directly and not via an Affiliate) has received state certification from the Texas Commission to provide local voice service in the area being served.

2.20.2.2 The following criteria must be satisfied for each High-Capacity Included Arrangement, including, without limitation, each DS1 circuit, each DS3 circuit, each DS1 EEL each DS3 EEL, and each DS1 equivalent circuit on a multiplexed DS3 transport arrangement:

2.20.2.2.1 Each circuit to be provided to each End User Customer will be assigned a local telephone number (NPA-NXX-XXXX), that is associated with local service provided within an SBC TEXAS local service area and within the LATA where the circuit is located ("Local Telephone Number") prior to the provision of service over that circuit.

2.20.2.2.1.1 Each DS1 equivalent circuit of a DS3 circuit, must have its own Local Telephone Number assignment, so that each DS3 EEL must have at least 28 Local voice Telephone Numbers assigned to it.

2.20.2.2.2 Each DS1 equivalent circuit on a DS3 EEL arrangement must have its own Local Telephone Number assignment, so that each fully utilized DS3 must have at least 28 Local voice Telephone Numbers assigned to it;

2.20.2.2.3 Each DS1 or DS1 equivalent circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit.

2.20.2.2.4 Each DS1 or DS1 equivalent circuit to be provided to each End User Customer will terminate in a collocation arrangement that meets the requirements of Section 2.20.3 of this Attachment; and

2.20.2.2.5 Each circuit to be provided to each End User Customer will be served by an interconnection trunk that meets the requirements of Section 2.20.4 of this Attachment;

2.20.2.2.6 For each 24 DS1 EELs loop or the other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk for the exchange of local traffic. CLEC is not required to associate the individual EEL collocation termination point with a local interconnection trunk in the same wire center.

2.20.2.2.7 Each DS1 or DS1 equivalent circuit to be provided to each End User Customer will be served by a switch capable of providing local voice traffic.

2.20.2.2.8 By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC TEXAS shall not be required to provide, and shall not provide, any UNE combination of a 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 2.20.3 of this Attachment 251(c)(3) UNE.

2.20.3 A collocation arrangement meets the requirements of Section 2.20 of this Attachment if it is:

2.20.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC TEXAS' premises within the same LATA as the end user's premises, when SBC TEXAS is not the collocator; or

2.20.3.2 Located at a third party's premises within the same LATA as the end user's CLEC's premises, when SBC TEXAS is the collocator.

2.20.4 An interconnection trunk meets the requirements of Sections 2.20.2.2.3 and 2.20.2.2.4 of this Attachment 251(c)(3) 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 customer premises served by the Included Arrangement.

2.20.5 For a new circuit to which Section 2.20.2 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 2.20.2.2.1 and Section 2.20.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.20.2.2.1 and/or Section 2.20.2.2.3 if it assigns the required Local Telephone Number(s), implements 911/E911 capability and provides the assigned Local Telephone Number(s) to SBC TEXAS to complete the certification within 30 days after SBC TEXAS provisions such new circuit.

2.20.5.1 Existing circuits, including conversions or migrations are governed by Section 2.20.2. Section 2.20.5 does not apply to existing circuits to which Section 2.20.2.2.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.20.2.2.1 and Section 2.20.2.23 requirements for existing circuits at the time it initiates the ordering process).

2.20.6 Before accessing (1) a converted High-Capacity Included Arrangement, (2) a new High-Capacity Included Arrangement, or (3) part of a High-Capacity Included Arrangement that is a commingled EEL as a UNE, CLEC must certify to all of the requirements set out in Section 2.20.2. CLEC may provide this certification by completing a form provided by SBC TEXAS either on a single circuit or a blanket basis at CLEC's option.

2.20.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with SBC TEXAS.

2.20.7 In addition to any other audit rights provided for in this Agreement and those allowed by law, SBC TEXAS may obtain and pay for an independent auditor to audit, on an annual basis, applied on a state-by-state basis CLEC's compliance in Texas with the conditions set out in Section 2.20.2 through 2.20.4. For purposes of calculating and applying an "annual basis", it means, a consecutive 12-month period, beginning upon SBC TEXAS' written notice that an audit will be performed for Texas, subject to Section 2.20.7.4 of this Section.

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2.20.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 2.20.

2.20.7.3 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.

2.20.7.4 Should the independent auditor's report conclude that CLEC failed to comply in all material respects with Section 2.20, CLEC must true-up any difference in payments paid to SBC TEXAS and the rates and charges CLEC would have owed SBC TEXAS beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 2.20 of this Attachment is effective. CLEC shall submit orders to SBC TEXAS to either convert all noncompliant circuits to an equivalent or substantially similar wholesale service, or group of wholesale services, or disconnect non-compliant circuit(s). CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC TEXAS. Conversion and disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report With respect to any noncompliant circuit for which CLEC fails to submit a conversion order or dispute the auditor's finding within such 30-day time period, SBC TEXAS may initiate and effect such a conversion on its own without any further consent by CLEC. Conversion shall not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Under no circumstances shall conversion result in overtime charges being billed to CLEC for any work performed by SBC TEXAS unless CLEC agrees to such charges in advance. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 2.20 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., SBC TEXAS shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

2.20.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with the Service Eligibility Requirements Criteria, CLEC shall reimburse SBC TEXAS for the actual cost of the independent auditor's work performed in auditing CLEC's compliance with the Service Eligibility Requirements and for SBC TEXAS' necessary and reasonable internal costs incurred conducting the audit in the same manner and using the same methodology and rates that SBC TEXAS is required to pay CLEC's costs under Section 2.20.7.4.2.

2.20.7.4.2 To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements Criteria, SBC TEXAS shall reimburse CLEC for its necessary and reasonable staff time and other internal reasonable staff time and other reasonable costs associated with in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc).

2.20.7.5 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. CLEC will maintain this documentation for the Term of the Agreement plus a period of two years.

2.20.8 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 2.20 in all cases and, further, the failure of SBC TEXAS to require such compliance, including if SBC TEXAS provides a circuit(s), an EEL(s) or a Commingled circuit that does not meet any eligibility criteria including those in this Section 2.20, 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.

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2.22 Various Subsections below list the Unbundled Network Elements that SBC TEXAS has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a telecommunications service. SBC TEXAS will make additional Unbundled Network Elements available pursuant to the BFR process set out in Section 2.37 of this Attachment.

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

2.24 Except upon request, SBC TEXAS will not separate preexisting combinations of network elements that are already combined in SBC TEXAS' network.

2.25 Where Unbundled Network Elements provided to CLEC are dedicated to a single end user, if such elements are for any reason disconnected, they will be made available to SBC TEXAS for future provisioning needs, unless such element is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of CLEC's End User's Services.

2.26 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

2.27 SBC TEXAS will provide CLEC reasonable notification of service-affecting activities that may occur in normal operation of SBC TEXAS' business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major network facilities change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SBC TEXAS and CLEC.

2.28 The use of the term "lease" herein notwithstanding, Unbundled Network Elements provided to CLEC under the provisions of this Attachment will remain the property of SBC TEXAS.

2.29 The Unbundled Network Elements provided pursuant to this Agreement will be available to SBC TEXAS at times mutually agreed upon in order to permit SBC TEXAS to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.30 CLEC's use of any SBC TEXAS Unbundled Network Element, or of its own equipment or facilities in conjunction with any SBC TEXAS Unbundled Network Element, will not materially interfere with or impair service over any facilities of SBC TEXAS, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC TEXAS may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the Unbundled Network Element(s) causing the violation.

2.31 SBC TEXAS and CLEC will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (e.g., interoffice cable cuts and central office power failure) which affect their telecommunications services. These plans will provide for restoration and disaster recovery for CLEC customers at least equal to what SBC

TEXAS provides for its customers and will allow CLEC to establish restoration priority among CLEC customers consistent with applicable law.

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2.33 Performance of Unbundled Network Elements

2.33.1 Each Unbundled Network Element provided by SBC TEXAS to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SBC TEXAS provides to itself. Each Network Element will be provided in accordance with SBC TEXAS Technical Publications or other written descriptions, as approved by the TEXAS Commission. SBC TEXAS will file its Technical Publications with the Commission and such Technical Publications will be deemed approved within ten (10) business days of filing unless suspended by the Commission. If a Technical Publication is suspended, the Commission shall approve the Technical Publication or deny approval for good cause within forty-five (45) days of filing. Further, changes may be made from time to time by joint agreement of SBC TEXAS and the affected CLEC, and where CLEC agreement cannot be obtained, as changed with the approval of the Texas Commission. Such publications will be shared with CLEC. CLEC may request, and SBC TEXAS may provide, to the extent technically feasible, Unbundled Network Elements that are superior or lesser in quality than SBC TEXAS provides to itself and such service will be requested pursuant to the BFR process.

2.33.2 SBC TEXAS will provide an SBC TEXAS Technical Publication or other written description for each Unbundled Network Element offered under this Agreement. The Technical Publication or other description for an Unbundled Network Element will describe the features, functions, and capabilities provided by the Unbundled Network Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Unbundled Network Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Unbundled Network Element.

2.33.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which could reasonably be expected to materially impact the other Party's service consistent with the timelines and guidelines established by 47 CFR Sections 51:325-335. CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SBC TEXAS, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.33.4 SBC TEXAS will provide notification of network changes in accordance with 47 CFR Section 51:325-335.

2.33.5 For Unbundled Network Elements purchased through the BFR Process, SBC TEXAS, in its discretion, will determine whether it can offer the applicability of the preceding Section on a case-by-case basis.

2.33.6 For each Unbundled Network Element provided for in this Attachment, SBC TEXAS Technical Publications or other written descriptions meeting the requirements of this Section will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.

2.33.7 SBC TEXAS will provide performance measurements as outlined in Attachment 17 under this Agreement. SBC TEXAS will not levy a separate charge for providing this information.

2.34 If one or more of the requirements set forth in this Attachment are in conflict, the Parties will mutually agree which requirement will apply.

2.35 When CLEC purchases Unbundled Network Elements to provide interexchange services or exchange access services for intraLATA traffic originated by or terminating to CLEC local service customers, SBC TEXAS will not collect access charges from CLEC or other IXCs except for charges for exchange access transport services that an IXC elects to purchase from SBC TEXAS.

2.36 CLEC will connect equipment and facilities that are compatible with the SBC TEXAS Unbundled Network Elements and will use Unbundled Network Elements in accordance with the applicable regulatory standards and requirements.

2.37 Bona Fide Request (BFR)

2.37.1 The sections below identify Unbundled Network Elements and provide terms and conditions on which SBC TEXAS will offer them to CLEC. Any request by CLEC for an additional Unbundled Network Element will be considered under the procedures set forth below. Bona Fide Request ("BFR") is the process by which CLEC may submit a request for SBC TEXAS to provide access to a Network Element that is new, undefined, or part of a Commingled Arrangement not identified in Attachment, (a "Request"), that is required to be provided by SBC TEXAS under the Act but is not available under this Agreement or defined in a generic Attachment at the time of CLEC's request. Where facilities and equipment are not available, CLEC may request and, to the extent required by law and as SBC TEXAS may otherwise agree, SBC TEXAS will provide Unbundled Network Elements through the BFR process.

2.37.2 SBC TEXAS will promptly consider and analyze access to a new Unbundled Network Element with the submission of an Unbundled Network Element BFR hereunder. The Unbundled Network Element BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

2.37.3 CLEC may submit an Unbundled Network Element BFR in writing utilizing the Unbundled Network Element BFR Application Form, which will include a technical description of each requested Unbundled Network Element, drawings when reasonably necessary, locations where reasonably necessary, a reasonably requested date when interconnection is requested, and the projected quantity of interconnection points ordered with a three (3) year demand forecast.

2.37.4 Unless the Parties otherwise agree, the Unbundled Network Element BFR must be priced in accordance with Section 252(d)(1) of the Act.

2.37.5 CLEC may cancel an Unbundled Network Element BFR by providing written notice to SBC TEXAS in a commercially reasonable manner; provided however, that such CLEC will pay SBC TEXAS its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC TEXAS receives notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and if CLEC has provided SBC TEXAS a deposit and the reasonable and demonstrable costs are less than the deposit, the remaining balance of the deposit will be, at CLEC's option, either returned to CLEC or credited toward additional developmental costs authorized by CLEC. Such cancellation occurs later than ninety (90) calendar days from the date SBC TEXAS provides its Final Quote, CLEC shall pay SBC all reasonable costs incurred in developing the new element received the Unbundled Network Element BFR.

2.37.6 SBC TEXAS will promptly consider and analyze each BFR it receives. Within ten (10) business days of its receipt, SBC TEXAS will acknowledge receipt of the Unbundled Network Element BFR and in such

acknowledgement advise CLEC of any further information needed for a complete and accurate Unbundled Network Element BFR Application Form. CLEC acknowledges that the time intervals set forth hereafter in this section begin once SBC TEXAS has received a complete and accurate Unbundled Network Element BFR Application Form.

2.37.7 Except under extraordinary circumstances, within thirty (30) days of its receipt of an Unbundled Network Element BFR, SBC TEXAS will provide to CLEC a preliminary analysis of such Unbundled Network Element BFR. The preliminary analysis will (i) indicate that SBC TEXAS will offer the request to CLEC or (ii) advise CLEC that SBC will deny its request, (i.e., that access to the Unbundled Network Element BFR is not technically feasible or does not qualify as an Unbundled Network Element that SBC TEXAS must provide under the Act. If CLEC has paid a deposit, SBC will issue a credit to CLEC, less SBC TEXAS' reasonable and demonstrable costs.

2.37.8 Following receipt of the Preliminary Analysis, CLEC may, at its discretion, provide written authorization to SBC TEXAS to develop the Unbundled Network Element BFR and prepare a BFR Final Quote. CLEC must provide such written authorization within thirty (30) calendar days of receipt of the preliminary analysis. If written authorization is not provided to SBC TEXAS within thirty (30) calendar days, the Unbundled Network Element BFR will be deemed cancelled, and CLEC will be required to submit a new Unbundled Network Element BFR thereafter should CLEC desire pursuit of a similar Unbundled Network Element.

2.37.9 As soon as feasible, but not more than ninety (90) days after its receipt of written authorization to proceed with developing the Unbundled Network Element BFR Quote, SBC TEXAS shall provide CLEC an Unbundled Network Element BFR Final Quote that will include, at a minimum, a description of each Unbundled Network Element, the _ availability, the applicable rates to include (recurring and non recurring) costs, the installation intervals, Unbundled Network Element BFR development and processing costs and terms and conditions for amending the Agreement to order and provision the Unbundled Network Element BFR.

2.37.10 Within thirty (30) calendar days of its receipt of the Unbundled Network Element BFR Final Quote, CLEC must either (1) confirm or cancel its Unbundled Network Element BFR pursuant to the terms and conditions of the Unbundled Network Element BFR Final Quote or (2) submit any disputed issues with the Unbundled Network Element BFR Final Quote for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement. If CLEC confirms and authorizes the implementation of the requested service as outlined on the BFR, and provides payment of the amount quoted, minus a deposit (if paid), SBC TEXAS will promptly proceed with developing and providing the Unbundled Network Element.

2.37.11 If a Party to an Unbundled Network Element BFR believes that the other Party is not requesting, negotiating or processing the Unbundled Network Element BFR in good faith, or disputes a determination, or price or cost quote, such Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement which also provides for mediation or arbitration proceedings as needed.

2.37.12 If SBC TEXAS provides any Unbundled Network Element not identified in this Agreement to a requesting Telecommunications Carrier through the BFR process, SBC TEXAS will make available the same Unbundled Network Element, combination or interconnection arrangement to all CLECs, without requiring any additional CLEC to use the Bona Fide Request process. SBC TEXAS shall notify all CLECs, through Accessible Letter, that an Unbundled Network Element will be available as a result of a BFR; such notice shall be provided no later than thirty (30) days prior to the new Unbundled Network Element's availability. Whenever CLEC requests to purchase a particular SBC TEXAS Unbundled Network Element that is developed and operational at the time of the Unbundled Network Element BFR, but for which no

Unbundled Network Element price has been established or agreed by the Parties, CLEC's request will be considered as follows: SBC TEXAS will provide a price quote for the Unbundled Network Element BFR, consistent with the Act, within ten (10) business days following SBC TEXAS' receipt of CLEC's request. If the Parties have not agreed on a price for the Unbundled Network Element within ten (10) business days following CLEC's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.

2.37.13 After the Parties to an Unbundled Network Element BFR have reached agreement on terms, conditions and rates for the Unbundled Network Element BFR, they shall jointly cooperate in preparing and filing an amendment to this Agreement for the ordering and provisioning of the Unbundled Network Element BFR.

3.0 Network Interface Device

3.1 Apart from its obligation to provide the Network Interface Device (NID) functionality as part of an unbundled loop or subloop, SBC TEXAS shall also provide nondiscriminatory access to the NID as a UNE, consistent with Section 2.1 of this Attachment UNE, SBC TEXAS shall provide Network Interface Device under the following terms and conditions in this subsection.

3.2 The Network Interface Device (NID) UNE is defined as any means of interconnection of End User customer premises wiring to SBC TEXAS' distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. In multi-unit properties, the Inside Wire Subloop may include the NID. Maintenance and control of inside wire is under the control of the premises owner, except in multi-unit tenant properties where SBC TEXAS owns and maintains control over inside wire within a building or on a property up to the NID. Maintenance and control of the Inside Wire Subloop in the property owner's side of the demarcation point may be under the control of the property owner or the End User. Conflicts between telephone service providers for access to the End User's inside wire End User's must be resolved by the End User. Pursuant to applicable FCC rules, SBC TEXAS offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the NID is offered as specified below.

3.3 CLEC may obtain unbundled access to the NID on SBC TEXAS' network side on a stand-alone basis to permit CLEC to connect its own loop facilities to the premises wiring at any customer locations. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by SBC TEXAS based on Time and Material charges set out in Appendix Pricing. SBC TEXAS, at the request of CLEC, will disconnect the SBC TEXAS local loop from the NID, at charges reflected in Appendix Pricing. CLEC may elect to disconnect SBC TEXAS' local loop from the NID on the customer's side of the NID, but CLEC shall not perform any disconnect on the network side of the NID.

3.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via SBC TEXAS' NID.

3.5 SBC TEXAS shall be under no obligation to install a NID in order to enable CLEC to interconnect to such NID, but SBC TEXAS shall make available to CLEC any NID that exists at the time CLEC seeks interconnections to a NID to serve an end user customer. The NIDs that CLEC uses under this Attachment will be existing NIDs installed by SBC TEXAS to serve its End Users.

3.6 Neither Party shall attach to or disconnect the other Party's ground. Neither Party shall cut or disconnect the other Party's loop from the NID and/or its protector. Neither Party shall cut any other leads in the NID.

3.7 If CLEC requests any additional types of access to the NID not specifically referenced above, SBC TEXAS will consider the requested type of access via a mutually feasible method, to be facilitated via the Bona Fide Request (BFR) Process.

4.0 Local Loop

4.1 Consistent with Section 2.1 of this Attachment UNE, SBC TEXAS shall provide Unbundled Local Loop under the following terms and conditions.

4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC TEXAS Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, SBC TEXAS will make available the UNE loops set forth herein below between a distribution frame (or its equivalent) in an SBC TEXAS Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that SBC TEXAS shall not be obligated to provision any of the UNE loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC TEXAS. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning (subject to applicable charges in Appendix Pricing). 251(c)(3) 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), 251(c)(3) UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Sections 4.7.1 and 4.7.1.1, below) and 251(c)(3) UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 4.7.1.2 , below), where such loops are deployed and available in SBC TEXAS wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

4.2.1 When a local loop UNE is ordered to a high voltage area, the Parties understand and agree that the local loop UNE 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 customer. Therefore, any request by CLEC for a local loop UNE to a high voltage area will be submitted by CLEC to SBC TEXAS. If CLEC requests that SBC TEXAS provision the HVPE, CLEC shall be required to pay SBC TEXAS on an ICB basis for the HVPE that is provisioned by SBC TEXAS to CLEC in connection with the CLEC's UNE loop order to the high voltage area.

4.3 Routine Network Modifications to UNE loops

4.3.1 SBC TEXAS shall make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed. SBC TEXAS shall perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

4.3.2 A routine network modification is an activity that SBC TEXAS regularly undertakes for its own retail customers without additional charges or minimum term commitments. Routine network modifications include those activities that SBC TEXAS undertakes to provide service to its own retail customers using loops of the same type and capacity requested by the requesting telecommunications carriers under the same conditions and in the same manner that SBC TEXAS does for its own retail customers, subject to the limitations of 4.3.3, below. Routine network modifications may entail activities such as accessing manholes,

deploying bucket trucks to reach aerial cable, and installing equipment casings, splicing of cable, adding a doubler, adding an equipment case, adding a smart jack, installing a repeater shelf, adding a line card, and deploying a new multiplexer or reconfiguring an existing multiplexer.

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

4.3.4 SBC TEXAS shall determine whether or how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC TEXAS' retail customers.

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

4.3.6 SBC TEXAS shall provide routine network modifications at the rates, terms and conditions set out in this Attachment and in the Schedule of Prices.

4.3.7 The decision as to whether SBC Texas may charge for routine network modifications and if so, what rates, terms and conditions for such pricing would apply, should be addressed at a later date in a separate docket number.

4.4 The following types of local loop UNEs will be provided at the rates, terms, and conditions set out in this Attachment and in the Appendix Pricing 251(c)(3) UNE - Schedule of Prices:

4.4.1 2-Wire Analog Loop

4.4.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start or ground start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

4.4.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) SBC TEXAS will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, SBC TEXAS will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities. "Spare Unbundled Loop" means 1) the loop is not damaged; 2) the loop is not part of SBC Texas's capacity planning forecast, and 3) the loop is not required for SBC Texas' own customers; and 4) there are no other pending existing requests by other CLECs.

4.4.2 4-Wire Analog Loop

4.4.2.1 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.

4.4.3 2-Wire Digital Loop

4.4.3.1 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.

4.4.4 4-Wire DS1 Digital Loop

4.4.4.1 A DS1 4-Wire 1.544 Mbps digital loop is a transmission facility from the SBC TEXAS Central Office to the end user premises that will support DS1 service (i.e., usable bandwidth up to 1.544 Mbps) including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

4.4.4.2 DS1 loops (where they have not been Declassified and subject to caps set forth in Section 4.7.1 and 4.7.1.1) However, notwithstanding this Section 4.4.4.2, access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC TEXAS may elect at its own discretion.

4.4.4.3 DS1 UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

4.4.4.4 The procedures set forth in Section 4.7.1.1 and 4.7.3 , below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

4.4.5 DS3 Digital Loop

4.4.5.1 A DS3 loop provides a digital, 45 Mbps transmission facility from the SBC TEXAS Central Office to the end user premises.

4.4.5.2 DS3 UNE loops will be offered and/or provided only where such Loops have not been Declassified.

4.4.5.3 The procedures set forth in Section 4.7.1.2.1 and 4.7.3 , below will apply in the event DS3 Digital Loops are or have been Declassified.

4.6 Hybrid Loops

4.6.1 A hybrid loop is a local loop composed of both fiber, usually in the feeder plant, and copper wire or cable, usually in the distribution plant. At CLEC's request, SBC TEXAS shall provide CLEC access to a hybrid loop as set forth in this Section.

4.6.2 For narrowband access, SBC TEXAS shall provide non-discriminatory access either to an entire hybrid loop capable of voice grade services (i.e. equivalent to DS0 capacity) using time division multiplexing; or to a spare home-run copper loop serving that customer on an unbundled basis.

4.6.3 Fiber to the Home Loops – A fiber to the home loop (FTTH) is a local loop consisting of entirely fiber cable, whether dark or lit, and serving an end user's customer premises. SBC TEXAS shall provide access to FTTH consistent with the terms set forth below.

4.6.4 SBC TEXAS must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless SBC TEXAS retires the copper loop pursuant to Section 51.319(a)(3)(iii).

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

4.6.6 Should SBC TEXAS retire the copper loop pursuant to Section 51.319(a)(3)(iii) it shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop on an unbundled basis.

4.6.7 Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop, SBC TEXAS must comply with:

4.6.7.1 The network disclosure requirements set forth in section 251(c)(5) of the Act and in ¶ 51.325 through ¶51.335; and

4.6.7.2 Any applicable state requirements.

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

(A) A “fiber-based collocator” is defined in accordance with 47 C.F.R. 51.5.

(B) The term "same building" is to be interpreted to mean a structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway.

(C) A “business line” is defined in accordance with 47 C.F.R. 51.5.

4.7.1 DS1 Loop “Caps”

SBC is not obligated to provide to CLEC more than ten (10) DS1 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 UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, SBC TEXAS is not required to accept cap-exceeding UNE orders if and when SBC TEXAS’ OSS is capable of filtering out and preventing/rejecting those orders and such OSS enhancement is consistent with outcomes of related Change Management Process; provided, however, that in the event SBC TEXAS has not made such OSS enhancement but the applicable cap has been exceeded, SBC Texas will accept the order, but convert any requested DS1 UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 UNE Loop(s) as of the date of provisioning.

4.7.1.1 DS1 Loop Declassification --Subject to the cap described in Section 4.7.1 , SBC shall provide CLEC with access to a DS1 UNE 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 Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as UNEs under this Agreement. Accordingly,

CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Loops in such wire center(s), or any buildings served by such wire center(s).

4.7.1.2 DS3 Loop "Caps"

SBC TEXAS is not obligated to provide to CLEC more than one (1) DS3 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 UNE Loop at the same building. If, notwithstanding this Section, CLEC submits such an order, SBC TEXAS is not required to accept cap-exceeding UNE orders if and when SBC TEXAS' OSS is capable of filtering out and preventing/rejecting those orders and such OSS enhancement is consistent with outcomes of related Change Management Process; provided, however, that in the event SBC TEXAS has not made such OSS enhancement but the applicable cap has been exceeded, SBC Texas will accept the order, but convert any requested DS3 UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 UNE Loop(s) as of the date of provisioning.

4.7.1.2.1 DS3 Loop Declassification. Subject to the cap described in Section 4.7.1.2, SBC shall provide CLEC with access to a DS3 UNE Loop, where available, to any building not served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).

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

4.7.1.3.1 Where such UNE(s) or combination of UNEs are converted to an analogous access service, SBC TEXAS shall provide such service(s) at the month-to-month rates, and in accordance with the terms and conditions of SBC TEXAS' applicable access tariff, with the effective bill date being the first day following the sixty (60) notice period. SBC TEXAS shall not impose any untariffed termination, reconnect, or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any declassified network elements. This record change charge is not intended to cover situations where network rearrangements are required; it is only intended to address those instances where there are no physical rearrangements of the network and the changes required are accomplished via modifications to SBC Texas's billing and provisioning systems only.

4.7.1.3.2 Products provided by SBC in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section 4.7 where such Loops are Declassified, except in those situations where a cross-connect is used to connect a 251(c)(3) unbundled network element to a wholesale service provided by SBC Texas, in which case such cross-connects will be priced at TELRIC.

4.7.1.4 The Parties agree that activity by SBC TEXAS under this Section 4.7 shall not be subject to the Network Disclosure Rules.

4.7.2 Intentionally Left Blank

4.7.3 CLEC shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE Loop intended to be used to serve a new customer (i.e. ordered on or after March 11, 2005 and, therefore, not part of CLEC's embedded customer base) satisfies the availability criteria set forth in Section 4.7.1 above prior to submitting its order to SBC. SBC has posted and will post a list to its CLEC-Online website, identifying the wire centers where DS1 and DS3 UNE Loops are Declassified under Sections 4.7.1.1. and 4.7.1.2.1, above, and those Sections shall apply. For situations where SBC's posted list does not identify a wire center(s) relevant to CLEC's order for DS1 or DS3 UNE Loop(s), CLEC shall self-certify that based on that reasonable inquiry it is CLEC's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Section 4.7.1 as to the particular UNE(s) sought. SBC shall provision the requested DS1 or DS3 loop in accordance with CLEC's order and within SBC's standard ordering interval applicable to such loops. SBC shall have the right to contest such orders, and CLEC's ability to obtain a requested DS1 or DS3 UNE Loop only after provisioning, by notifying CLEC in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within 30 days of SBC's written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (i.e. the determination has not been stayed pending appeal, if an appeal is being pursued) that CLEC was not entitled to the provisioned DS1 or DS3 UNE Loop, the rates paid by CLEC for the affected Loop shall be subject to true-up and CLEC shall be required to transition from the UNE DS1 or DS3 Loop to an alternative service/facility within 30 days of such determination. If CLEC does not transition the Loop within the 30 day period, then SBC TEXAS, may disconnect the loop or convert it to an analogous service.

4.7.4 Products provided by SBC TEXAS in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section where such Loops are Declassified, where such Loops are Declassified, except in those situations where a cross-connect is used to connect a 251(c)(3) unbundled network element to a wholesale service provided by SBC Texas, in which case such cross-connects will be priced at TELRIC.

5.0 Dark Fiber Dedicated Transport

5.1 SBC TEXAS shall provide UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. SBC TEXAS is not required to provide Loop Dark Fiber on an 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.)

5.1.1 UNE Dedicated Transport Dark Fiber is deployed, unlit optical fiber within SBC TEXAS' network. UNE Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities.

5.2 Dark Fiber Transport

5.2.1 At unbundled dedicated transport dark fiber segments in routes that have not been Declassified, SBC TEXAS will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Section 5.5 and 5.5.2 below. UNE Dedicated Transport Dark Fiber is defined as SBC TEXAS dark fiber interoffice transmission facilities dedicated to CLEC that are within SBC TEXAS' network, connecting SBC TEXAS switches or wire centers within a LATA. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the SBC TEXAS network and CLEC's network or the location of CLEC equipment. SBC TEXAS will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each SBC TEXAS CO where the requested UNE Dedicated Transport Dark Fiber(s) terminate.

5.3 Dark Fiber Transport Declassification

5.3.1 SBC TEXAS shall provide CLEC with access to UNE Dedicated Transport Dark Fiber, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers, as set forth in Section 5.3.2 (A), (B) and (C), below. As such SBC TEXAS must provide UNE Dedicated Transport Dark Fiber under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such route(s).

5.3.1.1 Effect on Embedded Base. [Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.] Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as a 251(c)(3) UNE under this Agreement, SBC TEXAS will provide written notice to CLEC of such Declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of sixty (60) days from the date of such notice, SBC TEXAS agrees to continue providing such element(s) under the terms of this Agreement. At the end of the 60-day notice period, provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation of SBC TEXAS. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as Declassified or as otherwise no longer being a 251(c)(3) UNE in the SBC TEXAS notice letter.

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

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

5.3.2 Wire Center "Tiers": Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.

(A) Tier 1 wire centers are those SBC wire centers that contain at least four fiber-based collocators, at least 38,000 business line, or both. Tier 1 wire centers also are those SBC 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.

(B) Tier 2 wire centers are those SBC wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both. 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.

(C) Tier 3 wire centers are those SBC wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.

5.4 Loop Dark Fiber- See Embedded Base Rider

5.5 Spare Fiber Inventory Availability and Condition

5.5.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for SBC TEXAS' forecasted growth, defective fibers, or assigned fibers. CLEC will not obtain any more than 25% of the spare dark fiber contained in the requested segment, during any two-year period.

5.5.2 Determining Spare Fibers:

5.5.2.1 SBC TEXAS will inventory dark fibers. Spare fibers do not include the following:

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

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

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

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

5.5.2.1.2.2 Assigned fibers. Dedicated transport dark fiber with SBC TEXAS or other CLEC working or pending optronics installations.

5.5.3 The appropriate SBC TEXAS engineering organization will maintain records on each fiber optic cable for which CLEC requests dedicated transport dark fiber.

5.5.4 Quantities and Time Frames for ordering Dark Fiber:

5.5.4.1 The minimum number of dedicated transport dark fiber strands that CLEC can order is one, and fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8

strands in a given location, SBC TEXAS will provide the remaining spares one strand at a time and no more than a quantity of 2 strands.

5.5.4.2 If CLEC wishes to request 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 set forth in the Appendix Pricing.

5.5.4.3 If spare dedicated transport dark fiber is available, as determined under this Agreement, SBC TEXAS will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.

5.5.4.4 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 dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities will be assigned. The charges are set forth in the Pricing Appendix.

5.5.5 Right of Revocation of Access to Dedicated Transport Dark Fiber

5.5.5.1 Right of revocation of access to Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 1.2.5 of this Attachment. For clarification purposes, SBC TEXAS' right of revocation of access under this Section 5.5.5.1 applies even when the affected dedicated transport dark fiber remains a 251(c)(3) UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section 5.5.5.

5.5.5.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date SBC TEXAS provided the fiber(s), SBC TEXAS may revoke CLEC's access to the dedicated transport dark fiber and recover those fiber facilities and return them to SBC TEXAS inventory. SBC TEXAS may invoke this right by providing 10 days written notice to CLEC that SBC TEXAS is reclaiming the fibers.

5.5.5.3 SBC TEXAS may reclaim from the CLEC the right to use dedicated transport dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to CLEC. SBC TEXAS will provide an alternative facility for the CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. SBC TEXAS must also demonstrate to CLEC that the dedicated transport dark fiber will be needed to meet SBC TEXAS' bandwidth requirements within the 12 months following the revocation.

5.5.6 Access Methods specific to Unbundled Dedicated Transport Dark Fiber

5.5.6.1 The demarcation point for dedicated transport dark fiber at central offices will be in an SBC TEXAS approved splitter shelf. This arrangement allows for non-intrusive testing.

5.5.6.2 At central office unbundled dedicated transport dark fiber terminates on a fiber distribution frame, or equivalent in the central office.

5.5.7 Installation and Maintenance for Dark Fiber

5.5.7.1 SBC TEXAS will install demarcations and place the fiber jumpers from the fiber distribution frame, or equivalent, to the demarcation point. CLEC will run its fiber jumpers from the demarcation point to the CLEC equipment.

5.5.7.2 Routine Network Modifications for Unbundled Dedicated Transport Dark Fiber

5.5.7.2.1 SBC TEXAS shall make routine network modifications to 251(c)(3) UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested 251(c)(3) UNE Dedicated Transport Dark Fiber facilities have already been constructed. SBC TEXAS shall perform routine network modifications to 251(c)(3) 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.

5.5.7.2.2 A routine network modification is an activity that SBC TEXAS regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting telecommunications carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and SBC TEXAS is not obligated to perform those activities for a requesting telecommunications carrier.

5.5.7.2.3 The decision as to whether SBC Texas may charge for routine network modifications and if so, what rates, terms and conditions for such pricing would apply, should be addressed at a later date in a separate docket number

5.5.8 Conversion or Repricing of Declassified Dark Fiber Loops and Transport During the Transition Period. See "Remand Order Embedded Base Temporary Rider"

6.0 Operator Services and Directory Assistance - See Attachment 22: DA and Attachment 23: OS for terms and conditions.

7.0 DS1 and DS3 Dedicated Transport

7.1 Subject to Section 2 of this Attachment 251(c)(3) UNEs, SBC TEXAS shall provide 251(c)(3) UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.

7.2 "Dedicated Transport" is defined as SBC interoffice transmission facilities between wire centers or switches owned by SBC TEXAS, or between wire centers or switches owned by SBC TEXAS and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.

7.2.1 SBC TEXAS is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of SBC TEXAS wire centers.

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

7.3 Subject to the caps set forth in Sections 7.8 and 7.9, Unbundled Dedicated Transport will be provided only where such facilities exist at the time of CLEC request, and only over routes where UNE Dedicated Transport has not been Declassified. SBC TEXAS will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

7.4 Other optional features available to CLEC with unbundled Dedicated Transport e.g., multiplexing, are available at the rates listed in Appendix Pricing.

7.5 Routine Network Modifications

7.5.1 SBC TEXAS shall make routine network modifications to 251(c)(3) UNE Dedicated Transport facilities used by CLEC where the requested 251(c)(3) UNE Dedicated Transport facilities have already been constructed. SBC TEXAS shall perform routine network modifications to 251(c)(3) UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the 251(c)(3) UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

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

7.5.3 Notwithstanding anything to the contrary herein, SBC TEXAS' obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.

7.4 Diversity

7.4.1 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 251(c)(3) UNE Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

7.4.2 SBC TEXAS shall provide the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by CLEC shall be subject to additional charges per a BFR process. When additional costs are incurred by SBC TEXAS for CLEC specific diversity, SBC TEXAS will advise CLEC of the applicable additional charges. SBC TEXAS will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

7.5 DS1 Dedicated Transport Declassification -- Subject to the cap described in Section 7.9, SBC shall provide CLEC with access to UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such SBC must provide UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE DS1 Dedicated Transport on such route(s).

7.6 DS3 Dedicated Transport Declassification -- Subject to the cap described in Section 7.8, SBC shall provide CLEC with access to UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC must provide UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE DS3 Dedicated Transport on such route(s).

7.7 SBC has posted and will post a list to its CLEC-Online website, identifying the wire centers where routes for DS1 and DS3 UNE Dedicated Transport are Declassified under Sections 7.5 and 7.6, above, and those Sections shall apply. For situations where SBC's posted list does not identify a wire center(s)

relevant to CLEC's order for DS1 or DS3 UNE Dedicated Transport, CLEC may submit order(s) for desired DS1 and/or DS3 UNE Dedicated Transport subject to the caps set out in Sections 7.8 and 7.9. CLEC's self-certification for DS1 and DS3 UNE Dedicated Transport will be in accordance with the FCC's ruling in the TRRO and the Texas Commission's Orders in the separate docket addressing wire center classification.

7.8 DS3 Transport "Caps"

SBC TEXAS is not obligated to provide to CLEC more than twelve(12) DS3 UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, SBC TEXAS is not required to accept cap-exceeding UNE orders if and when SBC TEXAS' OSS is capable of filtering out and preventing/rejecting those orders and such OSS enhancement is consistent with outcomes of related Change Management Process; provided, however, that in the event SBC TEXAS has not made such OSS enhancement but the applicable cap has been exceeded, SBC TEXAS will accept the order but convert any requested DS3 UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

7.9 DS1 Transport "Caps"

SBC TEXAS is not obligated to provide to CLEC more than ten (10) DS1 UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, SBC TEXAS is not required to accept cap-exceeding UNE orders if and when SBC TEXAS' OSS is capable of filtering out and preventing/rejecting those orders and such OSS enhancement is consistent with outcomes of related Change Management Process; provided, however, that in the event SBC TEXAS has not made such OSS enhancement but the applicable cap has been exceeded, SBC TEXAS will accept the order but convert any requested DS1 UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.

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

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

7.10.2 Products provided by SBC TEXAS in conjunction with declassified UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section except in those situations where a cross connect is used to connect a 251(c)(3) unbundled network element to a wholesale service provided by SBC Texas, in which case such cross-connects will be priced at TELRIC prices.

7.10.3 The Parties agree that activity by SBC TEXAS under Sections 7.5 – 7.10 shall not be subject to the Network Disclosure Rules.

8.0 Digital Cross-Connect System (DCS)

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

9.0 911 or E911 Database

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

10 .0 Cross-connects

10 .1 The cross connect is the media between the SBC TEXAS distribution frame and a CLEC designated collocated space, UNE Access Method, Subloop Access Method, or other SBC TEXAS Unbundled Network Elements purchased by CLEC.

10 .2 SBC TEXAS offers a choice of loop cross connects with each unbundled loop type detailed in Appendix Pricing. SBC TEXAS will charge CLEC the appropriate rate as shown on Appendix Pricing UNE labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing".

10 .3 The applicable Loop cross connects shall include, but shall not be limited to, the following:

10 .3.1 2-Wire Analog Loop to Collocation
10 .3.2 2-Wire Analog Loop to UNE Connection Methods point of access
10 .3.3 2-Wire Analog Loop to Collocation (without testing)
10 .3.4 4-Wire Analog Loop to Collocation
10 .3.5 4-Wire Analog Loop to UNE Connection Methods point of access
10 .3.6 4-Wire Analog Loop to Collocation (without testing)
10 .3.7 2-Wire Digital Loop to Collocation
10 .3.8 2-Wire Digital Loop to UNE Connection Methods point of access
10 .3.9 2-Wire Digital Loop to Collocation (without testing)
10 .3.10 DSL Shielded Cross Connect to Collocation
10 .3.11 2-Wire DSL non-shielded cross connect to Collocation
10 .3.12 4-Wire DSL non-shielded cross connect to Collocation

10 .4 The applicable dedicated transport cross connects include:

10 .4.1 DS-1
10 .4.2 DS-3

10.5 Cross connects to the collocation arrangement associated with unbundled local loops are available with or without automated testing and monitoring capability.

10.6 SBC TEXAS offers the choice of cross connects with subloop elements as detailed in Appendix Pricing. SBC TEXAS will charge CLEC the appropriate rate as shown on Appendix Pricing labeled "Subloop Cross Connect".

11.0 Additional Requirements Applicable to Unbundled Network Elements

This Section 11 sets forth additional requirements for Unbundled Network Elements which SBC TEXAS agrees to offer to CLEC under this Agreement.

11.1 SBC TEXAS will offer unbundled local loops with and without automated testing and monitoring services where technically feasible. If a CLEC uses its own testing and monitoring services, SBC TEXAS still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.

12.0 Synchronization

12.1 Definition:

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

12.2 Technical Requirements

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

13.0 Pricing

13.1 Price Schedules

Attached hereto as Appendix Pricing is a schedule which reflects the prices at which SBC TEXAS agrees to furnish unbundled Network Elements.

EXHIBIT A

The types of Commingled Arrangements which SBC TEXAS is required to provide as of the date on which this Agreement is effective will be posted on CLEC Online, and updated from when new commingling arrangements are made available. The following SBC TEXAS Commingled Arrangements have been posted to CLEC-Online as available and fully tested on an end-to-end basis, i.e., from ordering through provisioning and billing:

i. UNE DS-0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
ii. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux
iii. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)
iv. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 Loop#
v. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity Loop (i.e., SONET Service)
vi. Special Access Loop connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
vii. Special Access DS1 loop connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux
viii. UNE loop to special access multiplexer
ix. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility or UNE DS1 Interoffice Transport connected to a Special Access DS1 Loop
x. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility or a UNE DS3 Interoffice Transport Facility connected to a DS3 Special Access Loop
xi. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 Loop
xii. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport

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APPENDIX PRICING – 251(c)(3) UNE

1.0 Application of Prices

1.1 CLEC agrees to compensate SBC-Texas for use of 251(c)(3) Unbundled Network Elements (UNEs) at the rates contained in the Schedule of Prices in this Agreement .

1.2 Unless otherwise stated, SBC TEXAS will render a monthly bill for UNEs provided hereunder. Remittance in full will be due consistent with Section 10 of the General Terms and Conditions.

1.3 The attached Schedule of Prices sets forth the prices that SBC TEXAS will charge CLEC for UNEs and certain other items (e.g. Compensation Rates, Hosting Charges, E911 Charges).

1.4 Except for requests that are expressly made subject to the BFR process described in Section 2.22 of Attachment 6 ("BFR Elements"), CLEC may order, and SBC TEXAS will provide, all Attachment 6 Elements on the basis of the attached Schedule of Prices. The Parties agree that the Appendix Pricing UNE - Schedule of Prices contains a complete list of rate elements and charges associated with UNEs and other items, if any, offered by SBC TEXAS pursuant to this Agreement. This paragraph does not limit or expand the use of the BFR Process.

1.5 Intentionally left blank.

1.6 Zone 1 includes Rate Groups 1, 2, and 3 (rural) as defined in SBC-Texas's Local Exchange Tariff. Zone 2 includes Rate Groups 4, 5,and 6 (suburban) as defined in SBC-Texas's Local Exchange Tariff. Zone 3 includes Rate Groups 7 and 8 (urban) as defined in SBC-Texas's Local Exchange Tariff.

1.6.1 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.

2.0 Recurring Charges

2.1 Recurring Charges, where applicable, are as shown in Appendix-Pricing-UNE.

2.2 Where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.

2.3 Where rates will be based on minutes of use (MOU), usage will be accumulated at the end office and are rounded to the next higher minute per monthly billing cycle. In the long term usage will be measured beginning when the facilities are seized (excluding network failures) and ending when the facilities are released.

2.4 Where rates are based on miles, 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 F.C.C. No 4**.** When the calculation results in a fraction of a mile, SBC TEXAS will round up to the next whole before determining the mileage and applying rates.

3.0 Non-Recurring Charges

3.1 Non-recurring charges for UNEs are included on Appendix Pricing UNE - Schedule of Prices.

3.2 SBC TEXAS offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Network Element".

3.2.1 The charges described in this Section are separate and distinct from the charges described immediately above. When an existing CLEC UNE customer changes the Presubscribed Interexchange Carrier (PIC), a single charge will apply. For additional PIC changes on that same order, SBC TEXAS will charge for each additional PIC.

3.3 Simple and Complex Service Orders

3.3.1 Appendix Pricing UNE – Schedule of Prices lists a "Simple" and "Complex" price for each Service Order type. Those prices will be applied in accordance with the definitions of Simple and Complex Service Orders set forth below.

3.3.2 Simple and complex Service Order: If either party on an electronic flow-through basis can handle an order, the order is simple. All other orders are complex.

4.0 Maintenance of Service, Time and Materials, and Non Productive Dispatch Charges

4.1 If CLEC requests or approves an SBC TEXAS technician to perform special installation, maintenance, or conversion services for Unbundled Network Elements excluding services which SBC TEXAS is required to provide under Attachment 6, Attachment 8, or otherwise under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.

4.2 If CLEC provides its own testing for UNEs and its testing produces incorrect information which results in SBC-Texas dispatching a repair crew unnecessarily, then CLEC will pay SBC TEXAS a non productive dispatch charge.

4.3 Consistent with Attachment 8 Maintenance UNE, if CLEC determines that trouble has occurred in SBC TEXAS' equipment and/or facilities, CLEC will issue a trouble report to SBC TEXAS .

4.4 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and SBC TEXAS dispatches personnel to the end user's premises or a SBC-Texas central office and trouble was not caused by SBC TEXAS' facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

4.5 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a UNE and SBC TEXAS dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than SBC TEXAS or in detariffed CPE provided by SBC TEXAS , unless covered under a separate maintenance agreement.

4.6 If CLEC issues a trouble report allowing SBC-Texas access to the end user's premises and SBC TEXAS personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if SBC TEXAS personnel are allowed access to the premises, the Non Productive Dispatch charges will still apply.

4.7 Time and Materials and/or Maintenance of Service and/or Non Productive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof, except where the Schedule of Prices provides for per dispatch charges. 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 considered to be Monday through Friday 8 a.m. to 5 p.m. (CT) which is SBC TEXAS' normally scheduled work day. SBC TEXAS' normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of SBC TEXAS' normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with SBC TEXAS' normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty SBC TEXAS employee is necessary.

4.8 SBC TEXAS will bill CLEC Time and Materials, Non Productive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.

4.9 SBC TEXAS will manage costs of Time and Materials, Non Productive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with SBC TEXAS' internal management of those costs.

4.10 Charges for services contained in this section are listed in Appendix Pricing UNE - Schedule of Prices labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".

APPENDIX 251(c)(3) SUB-LOOP ELEMENTS

1.0 SBC TEXAS will provide 251(c)(3) sub-loop elements as unbundled network elements as set forth in this Appendix pursuant to the Terms and Conditions specifically set out in Attachment 6 UNE and/or Attachment 25 DSL in this Agreement.

1.1 A subloop is a smaller segment of SBC TEXAS' local loop plant, i.e., a portion of the loop from a point of technically feasible access beyond SBC TEXAS' central office and, up to and including, the network demarcation point, including that portion of the loop, if any, which SBC TEXAS owns or controls inside the customer premises, including multiunit premises.

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

2.0 Definitions pertaining to the Sub-Loop:

2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or in the case of some multiunit premises, the landlord's control) of the wire begins.

2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps subloop transport.

2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network.

2.5 Intentionally Left Blank

2.6 "Inside Wire Subloop" is defined for purposes of this Appendix as all loop plant owned or controlled by SBC TEXAS at a multiunit customer premises between the minimum point of entry as defined in § 68.105 of the FCC TRO rules and the point of demarcation of SBC TEXAS' network as defined in § 68.3. In multi-unit properties, the Inside Wire Subloop may include the NID. Maintenance and control of inside wire is under the control of the premises owner, except in those multi-unit properties, where SBC TEXAS owns and maintains control over inside wire within a building or on a property up to the NID. Maintenance and control of the Inside Wire Subloop on the property owner's side of the demarcation point may be under the control of the property owner or the End User.

2.7 "MTE" for the purpose of Term To NID Subloop. "MTE" is a Multi Unit Premises Environment for buildings with exterior or interior mounted terminals

2.8 "Network Terminating Wire (NTW)" is the service wire that connects SBC TEXAS' distribution cable to the NID at the demarcation point.

2.9 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

2.10 "SAI/FDI-to-NID" is that portion of the 251(c)(3) UNE loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user's premise.

2.11 "SPOI" is defined as a Single Point of Interconnection. SBC TEXAS will construct a SPOI only to those multiunit premises where SBC TEXAS has distribution facilities to the premises and SBC TEXAS either owns, controls, or leases the inside wire, if any, at such premises. If SBC TEXAS has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, customers at such premises, it is not obligated to construct a SPOI. SBC TEXAS's obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for an unbundled subloop network element via a SPOI. If CLEC and SBC TEXAS are unable to negotiate terms and conditions regarding an SPOI, disputed issues, including compensation under forward-looking pricing principles, shall be resolved under the dispute resolution process.

2.12 "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.

2.13 "Term-to-NID" is that portion of the 251(c)(3) UNE loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW) and Inside Wire Subloop.

2.14 "ECS-to-SAI/FDI" is that portion of the loop from the ECS to the SAI/FDI.

2.15 "ECS-to-Term" is that portion of the loop from the ECS to the accessible terminal.

2.16 "ECS-to-NID" is that portion of the loop from the ECS to the NID, which is located at an end user's premise. ECS-to-NID includes use of the Network Terminating Wire (NTW) and Inside Wire Subloop.

3.0 SBC TEXAS will offer the following subloop types:

3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

3.3 251(c)(3) UNE xDSL Subloop is as defined in the xDSL Appendix and will be available to CLEC in SBC TEXAS in those instances where CLEC has an approved and effective Line Splitting and xDSL Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL Appendix, the 251(c)(3) UNE xDSL Subloop is subject to the 251(c)(3) 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 a conflict between the provisions set forth in the xDSL Appendix as to the 251(c)(3) UNE xDSL Subloop and the 251(c)(3) UNE subloop provisions set forth in this Appendix, the 251(c)(3) UNE subloop provisions set forth in this Appendix shall control.

3.4 Intentionally Omitted

3.5 xDSL Subloop is defined in Attachment 25: xDSL and will be available to CLEC in SBC TEXAS where CLEC has an approved and effective Attachment 25: xDSL as part of this Agreement. In addition to the provisions set forth in Attachment 25: xDSL, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Appendix Subloop Elements, the collocation provisions set forth elsewhere in this Agreement, and the rates set forth in the Schedule of Prices. If there is any conflict between the provisions set forth in Attachment 25: xDSL as to the xDSL Subloop and the subloop provisions set forth in this Appendix Subloop Elements the subloop provisions set forth in this Appendix Subloop Elements shall control.

4.0 Access to Twisted-pair Copper Subloops:

4.1 Access to terminals for twisted-pair copper subloops is defined to include, but is not limited to:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
- the Terminal (underground or aerial).
- Engineering Controlled Splice

5.0 CLEC may request access to twisted-pair copper subloop segments:

	FROM:	TO:
1.	Serving Area Interface or Feeder Distribution Interface	Terminal
2.	Serving Area Interface or Feeder Distribution Interface	Network Interface Device
3.	Terminal	Network Interface Device
4.	NID	Stand Alone
5.	*SPOI (Single Point of Interface)	Stand Alone
6.	Engineering Controlled Splice (ECS)	Serving Area Interface or Feeder Distribution Interface
7.	Engineering Controlled Splice (ECS)	Terminal
8.	Engineering Controlled Splice (ECS)	Network Interface Device

*Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

6.0 High Capacity Subloops:

6.1 Access to terminals for high capacity subloops is defined to include, but is not limited to:

6.1.1 any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),

6.1.2 the Remote Terminal (RT),

6.1.3 the Terminal (underground or aerial).

6.2 CLEC may obtain access to DS1, DS3 Subloops at any technically feasible point at the multitenant building/property.

7.0 Unbundled DS1 and DS3 subloops 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 2.20 of Attachment 6.

8.0 Provisioning:

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

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

9.0 Maintenance:

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

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

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

9.3.1 In the event that both SBC TEXAS and CLEC perform an initial dispatch and the trouble is not resolved, a vendor meet will be scheduled between SBC TEXAS technician and CLEC technician. Following the vendor meet, if the trouble is determined to be in CLEC’s portion of the loop, an additional Maintenance of Service charge will be applied. If the trouble is determined to be in SBC TEXAS’ portion of the loop, the trouble will be resolved, and prior Maintenance of Service charges will be credited.

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

10.0 Subloop Access Arrangements:

10.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC TEXAS subloop network. CLEC is not required to have a collocation arrangement in the Central Office in order to establish a Subloop Access Arrangement. If SBC TEXAS provides assistance in the development and deployment of Subloop Access Arrangement to any SBC affiliate or to any CLEC, SBC TEXAS will provide such assistance on a parity basis.

10.2 SBC TEXAS' assigned Account Manager will serve as the Primary Point of Contact to be an SBC interface during the planning, engineering, and provisioning of the Subloop Access Arrangement.

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

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

10.5 Upon receipt of a complete and correct Application, SBC TEXAS will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis.

10.6 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities, and will take into account that CLECs, unlike SBC TEXAS, may not require as many subloop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, CLEC may request and will be assigned a smaller number of cable pairs, but will be charged in 25 pair splicing increments.

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

10.8 Several options exist for Collocation or Sub-loop 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.

10.9 Prior to submitting the request for SCA, CLEC will be responsible for obtaining rights of way from owners of property where SBC TEXAS will place the equipment necessary for the SAA

10.10 Prior to submitting the Sub-loop Access Arrangement Application for SCA, CLEC should have the Structure Access appendices in the Agreement to provide the guidelines for both CLEC and SBC TEXAS to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

10.11 Except as set forth below, construction of the Sub-loop Access Arrangement shall take up to ninety (90) days to complete depending upon project size and scope. The time period begins when CLEC submits to SBC TEXAS written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by CLEC and before construction begins, with the balance payable upon completion. SBC TEXAS will not begin any construction under the SCA until the CLEC has provided proof that it has obtained any necessary access to rights-of-way as defined in Section 10.9. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, SBC TEXAS will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the Sub-loop Access Arrangement. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

10.12 Upon completion of the construction activity, CLEC will be allowed to test the installation with a SBC TEXAS technician. If the CLEC desires test access to the Sub-loop Access Arrangement, CLEC must place its own test point in its cable prior to cable entry into SBC TEXAS' interconnection point.

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

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

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

10.16 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 of the SCA shall be subject to removal by SBC TEXAS if such terminations are needed by SBC TEXAS to fulfill a request for service. SBC TEXAS shall provide CLEC forty-five (45) days' advance written notice of SBC TEXAS' need for such unused terminations and a date on which it intends to remove the unused terminations.

10.17 In the event a CLEC elects to discontinue use of an existing Sub-loop Access Arrangement, or abandons such Arrangement by failing to remove its facilities within thirty (30) days of receipt of notice from SBC TEXAS, CLEC shall pay SBC TEXAS for removal of CLEC's facilities from the SAA.

11.0 Subloop Access Arrangement Access Points:

11.1 SAI/FDI or Accessible Terminal

11.1.1 CLEC cable to be terminated in an SBC TEXAS SAI/FDI, or Accessible 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.

11.1.2 CLEC may elect to place its cable to within three (3) feet of the Sub-loop Access Arrangement site and coil up an amount of cable, defined by the SBC TEXAS' and CLEC's engineer in the design phase, that SBC TEXAS will terminate on available binding posts in the SAI/FDI or Terminal.

11.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, which will be scheduled by mutual agreement, but not more than five (5) days from the date of CLEC's request for a subloop arrangement. SBC TEXAS will stub out a cable from the SAI/FDI or Terminal, which SBC TEXAS splice to the cable at the meet point.

11.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes and such expansion is planned to occur within a 12-month period beginning on the date of CLEC's submission of the inquiry LSR.

11.1.5 Exhausted termination points in a SAI/FDI. SBC TEXAS will notify CLEC within fifteen (15) business days if a Subloop termination CLEC has requested to a SAI/FDI is "exhausted." For purposes of this Section 11.1.5, "exhausted" means that an SAI/FDI's termination points are all terminated to assignable cable pairs. SBC TEXAS may choose to increase capacity of the SAI/FDI by the method of its choice. SBC TEXAS may choose to increase capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities, for which the CLEC will be charged. If SBC TEXAS chooses to increase capacity, it will so notify CLEC within thirty (30) days of the date on which CLEC requested the Subloop termination and will include in the notice SBC TEXAS' written estimate of the construction, labor, materials and related provisioning costs

11.1.6 Exhausted Termination Points in a Terminal. SBC TEXAS will notify CLEC within fifteen (15) business days if a Subloop termination CLEC has requested to a Terminal is "exhausted." For purposes of this Section 11.1.6, "exhausted" means that Terminal's termination points are all terminated to assignable cable pairs. SBC TEXAS may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities. If SBC TEXAS chooses to increase capacity, it will so notify CLEC within thirty (30) days of the date on which CLEC requested the Subloop termination and will include in the notice SBC TEXAS' written estimate of the construction, labor, materials and related provisioning costs

12.0 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

12.1 SBC TEXAS shall notify CLEC of pending relocation as soon as SBC TEXAS receives such notice from the property owner or governmental entity that it must relocate its ILEC facilities.

12.2 CLEC shall notify SBC TEXAS of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA. If SBC TEXAS receives no response to such notice, CLEC shall be deemed to have determined not to remain and its facilities will be removed and CLEC billed as provided in Section 12.7 below.

12.3 SBC TEXAS shall then provide CLEC an estimate to terminate CLEC's facilities as part of the relocation of the site including the applicable Sub-loop Access Arrangement. This process may require a site visit with the CLEC and SBC TEXAS engineer.

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

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

12.6 If CLEC decides not to continue the Sub-loop Access Arrangement, CLEC will notify SBC TEXAS as to the date that SBC TEXAS may remove CLEC's facilities from that SAA. CLEC will pay SBC TEXAS for all actual itemized costs incurred by SBC TEXAS associated with the removal of the CLEC's SAA.

12.7 In the event that CLEC does not timely respond to SBC TEXAS' notice but does notify SBC TEXAS of its intention to continue the Sub-Loop Access Arrangement, SBC TEXAS shall move CLEC's facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. If CLEC fails to pay this bill, SBC TEXAS will remove CLEC's facilities from the site upon 30 days notice to the CLEC.

13.0 INTENTIONALLY LEFT BLANK

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

14.1 As an alternative to the establishment of a Subloop Access Arrangement in those instances where CLEC wishes to access/lease SBC TEXAS Term to NID subloop segments in order to serve its end-user customers at MTEs in SBC TEXAS ("Term to NID MTE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Subloop Segment cross-connect leased from SBC TEXAS within the intermediary box (in order to obtain access to SBC TEXAS Term to NID MTE Subloop Segments). In the event CLEC wishes to access SBC TEXAS Term to NID MTE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

14.1.1 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.

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

14.1.3 CLEC agrees that the SBC TEXAS technician shall run the jumper/cross-connect from SBC TEXAS' serving terminal to CLEC's intermediary box, in order for CLEC to access SBC TEXAS Term to NID MTE Subloop Segments in SBC

TEXAS. 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.

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

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

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

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

14.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Subloop Segments in 12 State only, CLEC may elect to lease from SBC TEXAS Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Subloop Segment" In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from SBC TEXAS in lieu of SBC TEXAS' standard Term to NID subloop segment addressed in this Section 8.18.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment.

15.0 Establishment of Term to NID MTE Subloop Segment When no Intermediary Box is installed

15.1 In those instances where CLEC elects not to install an intermediary box or to have SBC TEXAS install an intermediary box pursuant to the SAA process outlined herein above, CLEC may still lease from SBC TEXAS Term to NID MTE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Subloop Segment from SBC TEXAS in lieu of SBC TEXAS' standard Term to NID subloop segment addressed in Section 5.0 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Subloop Segment. In such cases, SBC TEXAS will provide CLEC with access to the

Term To NID MTE subloop via a cross connect. The SBC technician will tag appropriately and will leave up to one foot of exposed wire at CLEC's terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, SBC will incase the cross connect in conduit, a protective covered common path, between the SBC terminal and the CLEC's terminal.

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

16.0 ENGINEERING CONTROLLED SPLICE (ECS)

16.1 SBC TEXAS will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC TEXAS, for CLECs to gain access to subloops at or near RTs.

16.2 The ECS shall be made available for Sub-loop Access Arrangements utilizing the Special Construction Arrangement (SCA).

16.2.1 If CLEC requests such an SCA, CLEC shall pay all of the actual construction, labor, materials and related provisioning costs incurred by SBC TEXAS to fulfill its SCA on a Time and Materials basis, provided that SBC TEXAS will construct any Sub-loop Access Arrangement requested by CLEC in a cost-effective and efficient manner. If SBC TEXAS elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting CLEC will not be liable for such extra costs.

16.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an ECS (regardless of whether CLEC actually utilizes all such pairs), even if SBC TEXAS places more pairs at the splice.

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16.2.4 SBC TEXAS will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the RT site. SBC TEXAS will utilize existing copper facilities before it constructs new copper facilities. Although SBC TEXAS will construct the ECS, the ECS may be owned by SBC TEXAS or the CLEC (depending on the specific arrangement) at the option of SBC TEXAS.

16.2.5 If more than one requesting CLEC obtains space in expanded RTs or in adjacent structures and obtains an Sub-loop Access Arrangement with the new copper interface point at the ECS, the initial CLEC which incurred the costs of construction of the ECS and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the subsequent requesting CLECs.

16.2.6 SBC TEXAS may require a separate SCA for each RT site.

16.2.7 Except as set forth below in this Section 16.2.7, CLEC must submit written acceptance and at least 50% of payment for the SCA before SBC TEXAS will begin construction of the ECS. Construction of the ECS and access to the copper subloop may take up to ninety (90) days to complete

depending upon project size and scope. CLEC shall be granted access upon completion of the construction of the ECS, provided, however that CLEC must tender payment in full to SBC TEXAS for the SCA before access will be granted. SBC TEXAS will not begin any construction of the ECS until CLEC has provided proof that it has obtained access to any necessary rights-of-way as defined in Section 10.9. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, SBC TEXAS will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and payment of 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.

16.3 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

16.3.1 Dedicated Facility Option (DFO)

16.3.1.1 CLEC may request that SBC TEXAS splice the existing cabling between the ECS and the SAI to the CLEC's Sub-loop Access Arrangement facility. This facility will be "dedicated" to the CLEC for subsequent subloop orders.

16.3.1.2 CLEC must designate the quantity of subloops it desires to access via this spliced, dedicated facility, specified by subtending SAI.

16.3.1.3 CLEC will compensate SBC TEXAS for each of the dedicated subloop facilities, based on recurring ECS to SAI/FDI subloop charges as provided in the Appendix Pricing, Schedule of Prices, for the quantity of subloops dedicated to the CLEC between the ECS and the SAI. CLEC will pay a single nonrecurring cross connect charge as provided in the Appendix Pricing, Schedule of Prices for ECS to SAI/FDI subloops under this Option.

16.3.1.4 Upon submission of a subloop order using the Engineering Controlled Splice Dedicated Facility Option, SBC will provision subloop connectivity between the associated SAI and the NID at the end user premises. Under the Dedicated Facility Option, SBC will complete the subloop and CLEC will pay the SAI/FDI to NID subloop monthly recurring charge in the Appendix Pricing, Schedule of Prices. No cross connect or non-recurring charges will be applied to an SAI/FDI to NID subloop order under the DFO.

16.3.2 Cross-connected Facility Option (CFO)

16.3.2.1 CLEC may request that SBC TEXAS build an ECS cross-connect junction on which to terminate CLEC's Sub-loop Access Arrangement facility.

16.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC TEXAS cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC TEXAS cabling.

16.3.2.3 CLEC must designate the quantity of subloops it desires to access via this cross-connectable, dedicated facility, specified by subtending SAI.

16.3.2.4 Upon submission of a subloop order using the Engineering Controlled Splice Cross-connected Facility Option, SBC will provision subloop connectivity between the associated ECS and the

NID at the end user premises. Under the Cross-connected Facility Option, SBC will complete the subloop and CLEC will pay the ECS to NID subloop monthly recurring charge and one cross connect fee as provided in Appendix Pricing, Schedule of Prices. No other cross connect or non-recurring charges will be applied to a subloop order under the CFO.

16.4 CLECs will compensate SBC TEXAS for the charges incurred by SBC TEXAS derived from the CLEC's request for the SCA.

ATTACHMENT 7: ORDERING AND PROVISIONING
251(c)(3) UNBUNDLED NETWORK ELEMENTS

1.0 General Requirements

1.1 SBC TEXAS will provide pre-order, ordering and provisioning services to CLEC associated with 251(c)(3) UNEs, 251(c)(3) UNE combinations, and commingled arrangements consisting of 251(c)(3) UNEs and wholesale services that are not 251(c)(3) UNEs pursuant to the requirements set forth in this Attachment 7: Ordering and Provisioning – 251(c)(3) Unbundled Network Elements.

1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing 251(c)(3) UNE – Schedule of Prices to Attachment 6.

1.3 CLEC may order, and SBC TEXAS will fill orders, for 251(c)(3) Unbundled Network Elements as defined in Attachment 6. Multiple individual Elements may be requested by CLEC from SBC TEXAS on a single Local Service Request (LSR) for a specific customer, without the need to have CLEC send an LSR for each Element.

1.4 CLEC may order, and SBC TEXAS will fill orders, for combinations of 251(c)(3) Unbundled Network Elements and for Commingling of 251(c)(3) UNEs and wholesale services that are not 251(c)(3) UNEs, as provided for and consistent with the defined requirements, as defined in Attachment 6. Combinations of Section 251(c)(3) Unbundled Network Elements and Commingling of 251(c)(3) UNEs and wholesale services that are not 251(c)(3) UNEs (including, at a minimum, those commingled arrangements referred to in 2.19.4 of UNE Attachment 6 and its associated Exhibit A) may be requested by a CLEC from SBC TEXAS on a single LSR for a specific customer, without the need to have CLEC send an LSR for each Element. When no entrance facility is required, CLEC may request an EEL on an LSR without having to submit separate LSRs and ASRs, so long as the EEL components all have the same characteristics (i.e., the same speed, grade, etc.). In accordance with the Change Management Process, SBC TEXAS agrees to provide additional electronic methods for ordering 251(c)(3) EELs on an LSR without need for a separate ASR as those ordering requirements are developed by the industry standard Ordering and Billing Forum.

1.5 For all 251(c)(3) UNEs, 251(c)(3) UNE combinations, and commingled arrangements consisting of 251(c)(3) UNEs and wholesale services that are not 251(c)(3) UNEs ordered under this Agreement, SBC TEXAS will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SBC TEXAS receives the service order from CLEC) to the services SBC TEXAS provides to its end users for an equivalent service. When 251(c)(3) UNEs are ordered in combination or commingled arrangement, for example, loop and switch port, the service must be supported by all the functionalities provided to SBC TEXAS local exchange service customers. This will include but is not limited to, MLT testing, Dispatch scheduling, and Real time Due Date assignment. The ordering and provisioning to support these services will be provided in an efficient manner which meets the performance metrics SBC TEXAS achieves when providing the equivalent end user services to an end user.

1.6 CLEC and SBC TEXAS will use two types of orders to establish local service capabilities based upon a 251(c)(3) UNE architecture:

1.7 For Mass Market ULS or Mass Market UNE-P see Embedded Base Rider.

1.8 Customer Specific 251(c)(3) unbundled Network Elements are 251(c)(3) unbundled Network Elements provided by SBC TEXAS to CLEC that are used to provide a Telecommunications Service to a single CLEC Customer. Customer Specific 251(c)(3) unbundled Network Elements include the Local Loop, and any

combination thereof (e.g. local loop). The customer specific provisioning orders, for capacities of DS-1 or less will be based upon OBF LSR forms, and will be used in ordering and provisioning Customer Specific 251(c)(3) unbundled Network Elements. SBC TEXAS agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form). Provisioning orders for DS3 capacity will be submitted as mutually agreed to by the Parties, including, but not limited to, the use of ASRs. CLEC and SBC TEXAS will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.

2.0 Ordering and Provisioning Interface

2.1 Pre-order, Ordering and Provisioning requests for 251(c)(3) Unbundled Network Elements or 251(c)(3) Combinations provided by SBC TEXAS to CLEC will be transmitted to the SBC TEXAS Local Service Center (LSC). SBC TEXAS will respond to CLEC calls with the same level of service that SBC TEXAS provides to their local exchange customers.

2.2 SBC TEXAS will provide a Single Point of Contact (SPOC) for all of CLEC's ordering, status inquiries or escalation, contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. (CST) Monday through Friday (except holidays). SBC TEXAS will respond to emergency requests for after hours provisioning via the LOC 24 hrs/day, 7 days a week.

2.2.1 SBC TEXAS will provide ordering and provisioning services to CLEC for 251(c)(3) Unbundled Network Elements Monday through Friday from 8 a.m. to 5:30 p.m. (CST) through the LSC or the LOC as applicable. CLEC may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that SBC TEXAS provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8:00 a.m. to 5:30 p.m. (CST),) ordering, and provisioning services. If CLEC requests that SBC TEXAS perform such services, SBC TEXAS will quote, within one (1) business day of the request, a cost-based rate for the number of hours and materials estimated for such services. If CLEC accepts SBC TEXAS' quote, SBC TEXAS will perform such services to CLEC in the same manner as it does for itself and will bill CLEC for the actual hours worked and materials used.

2.3 SBC TEXAS will also provide to CLEC a toll free nationwide telephone number to the IS Call Center for issues connected to the electronic system interfaces (operational from 8:00 a.m. to 9:00 p.m. CST, Monday through Friday) and 8:00 a.m. to 5:00 p.m. (Central Time) Saturday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interface associated with the provisioning of 251(c)(3) Unbundled Network Elements. Information Service Call Center (ISCC) help desk function for electronic system interfaces for all off shift hours are covered via on-call pager. These hours of operation will continue to be posted to CLEC OnLine website and are subject to change through the Change Management Process.

3.0 SBC TEXAS will recognize CLEC as the customer of record for all 251(c)(3) Unbundled Network Elements ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC.

3.1 SBC TEXAS will provide the following to CLEC upon request:

3.1.1 Designed Layout Record Card for designed 251(c)(3) Unbundled Network Elements;

3.1.2 Where SBC TEXAS is not the Central Office Code Administrator, to the extent the information is not available to CLEC in the same manner it is available to SBC TEXAS, SBC TEXAS will provide copies of notices containing information received by SBC TEXAS to CLEC.

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

3.3 Each Party will work together via the CLEC User Forum to share issues and address concerns regarding processes which impact the Parties. The CLEC User Forum is the primary process for each Party to address non-OSS issues that impact daily business practices of multiple LECs. The Account Manager is the primary contact for each Party to address non-OSS issues that impact the daily business practices for a specified LEC.

3.4 SBC TEXAS and CLEC will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.

3.5 SBC TEXAS and CLEC will establish mutually acceptable methods and procedures for handling all misdirected calls from CLEC customers requesting pre-order, ordering or provisioning services. All misdirected calls to SBC TEXAS from CLEC customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SBC TEXAS' procedures change such that CLEC customers become identifiable, such customers will be directed to call CLEC at a designated 800 number. CLEC on a reciprocal basis will refer all misdirected calls that CLEC receives from SBC customers to a SBC TEXAS designated number. CLEC and SBC TEXAS will agree on the scripts to be used for this purpose.

4.0 Ordering Requirements

4.1 SBC TEXAS will provide CLEC with standard provisioning intervals for all 251(c)(3) unbundled Network Elements and combinations as compared to SBC TEXAS customers for equivalent service. These intervals are found in Attachment 17.

4.2 On a conversion as specified order, SBC TEXAS will not require CLEC to provide data that SBC TEXAS has not made available to CLEC, or that CLEC does not have reasonable access to otherwise.

5.0 Provisioning Requirements

5.1 Except in the event a CLEC local service customer changes their local service provider to another LSP or SBC TEXAS, SBC TEXAS may not initiate any CLEC end user requested disconnection or rearrangement of 251(c)(3) Unbundled Network Elements or 251(c)(3) Combinations unless directed by CLEC. Any CLEC customer who contacts SBC TEXAS regarding a change in CLEC service will be advised to contact CLEC. Any SBC TEXAS customer who contacts CLEC regarding a change in SBC TEXAS service will be advised to contact SBC TEXAS. In those instances when any CLEC local service customer changes their local service provider to another LSP or SBC TEXAS, CLEC will be notified as described in the Line Loss Notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.

5.2 Intentionally Left Blank

5.3 Where available, SBC TEXAS will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by CLEC, all test and turn up results in support of 251(c)(3) Unbundled Network

Elements or Combinations and Commingled Arrangements consisting of 251(c)(3) UNEs and wholesale services that are not -251(c)(3) UNEs ordered by CLEC.

5.4 Any written "leave behind" materials that SBC TEXAS technicians provide to CLEC local customers will be non-branded materials that do not identify the work being performed as being SBC TEXAS'. These materials will include, without limitation, non-branded forms for the customer and non-branded "not at home" cards. "CLEC branded" materials, to be utilized by SBC TEXAS installation, maintenance and/or repair technicians when dealing with CLEC's customers, will be furnished to SBC TEXAS by and at the sole expense of CLEC. SBC TEXAS will not rebrand its vehicles and personnel. CLEC will provide a single point of contact so that SBC TEXAS, including individual SBC TEXAS technicians, can order "CLEC branded" materials via a toll free telephone number provided by CLEC, for delivery to an address specified by SBC TEXAS or the technician.

5.5 SBC TEXAS technicians will refer CLEC local customers to their local service provider, if a CLEC local customer requests a change to service at the time of installation. When a SBC TEXAS employee visits the premises of a CLEC local customer, the SBC TEXAS employee must inform the customer that he or she is there acting on behalf of their CLEC.

5.6 SBC TEXAS will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain CLEC's approval prior to commencing construction under a CLEC order for such service.

5.7 When CLEC orders 251(c)(3) Elements or 251(c)(3) Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of 251(c)(3) Network Elements. There will be no charge for such interconnection, other than the recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge as specified in Appendix Pricing 251(c)(3) UNE – Schedule of Prices.

5.7.1 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when CLEC orders all the SBC TEXAS Network Elements required to convert a SBC TEXAS end-user customer or a CLEC resale customer to CLEC 251(c)(3) unbundled Network Elements service (a) without any change in features or functionality that was being provided by SBC TEXAS (or by CLEC on a resale basis) at the time of the order. There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SBC TEXAS local switch. SBC TEXAS will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve SBC TEXAS end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

6.0 Performance Requirements

6.1 When CLEC places an LSR, CLEC will specify a requested Due Date (DD), and SBC TEXAS will specify a DD based on the applicable intervals. In the event CLEC's desired Due Date is less than the standard interval, the service order will be assigned a DD using the applicable interval. If expedited service is requested, CLEC will populate Expedite and Expedite Reason on the request. SBC TEXAS will contact the CLEC and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply as reflected in Attachment 6, Appendix Pricing 251(c)(3) UNE Schedule of Prices labeled "Service Order Charges - Unbundled Element Expedited". SBC TEXAS

will not complete the order prior to the DD or later than the DD unless authorized by CLEC. CLEC and SBC TEXAS will use the escalation process documented in the CLEC Handbook and contacts reflected in the Escalation website for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisioning of this agreement. SBC TEXAS will notify CLEC of any modifications to these contacts one (1) week in advance of such modifications.

6.2 When CLEC places an LSR to change the desired Due Date (DDD) from a previous version of the LSR that a FOC has already been received on, SBC TEXAS will specify a due date (DD) based on the applicable intervals. If the desired Due Date is less than the standard interval, the expedite performance requirements will apply in addition. If expedited service is not requested, this situation will be considered a Due Date change and applicable service order charges will apply as reflected in Attachment 6, Appendix Pricing 251(c)(3) UNE Schedules of Prices labeled "Service Order Charges – Unbundled Element Due Date Change".

6.3 When CLEC places an LSR to cancel the request from a previous version of the LSR that a FOC has already been received on, SBC TEXAS will process the cancel based on the request. This situation will be considered a cancel and applicable service order charges will apply as reflected in Attachment 6, Appendix Pricing 251(c)(3) UNE Schedules of Prices labeled "Service Order Charges – Unbundled Element Cancel".

6.4 When CLEC or patron/end-user is not ready for service by or on the Due Date (DD), -SBC TEXAS will return a jeopardy notification to the CLEC. This situation will be considered a Customer Not Ready and applicable service order charges will apply as reflected in Appendix Pricing 251(c)(3) UNE - Schedules of Prices labeled "Service Order Charges – Unbundled Element Customer Not Ready".

7.0 Intervals for Order Completion for 251(c)(3) UNE and Other Items

7.1 SBC TEXAS will provide Performance Measurements as outlined in Attachment 17 Performance Measures within this Agreement.

8.0 Pricing

8.1 CLEC may request that a billing item be investigated on the SBC TEXAS provided bill. CLEC is required to follow the existing billing dispute guidelines by submitting the billing dispute form available in the CLEC Handbook and supplying applicable information to the SBC TEXAS Local Service Center (LSC). The SBC TEXAS LSC will perform investigation on each disputed item. The LSC shall complete its investigation and inform CLEC of the results within 90 days of receipt of CLEC's dispute submission, unless the Parties mutually agree to a longer period of time based on the complexity of the nature of the dispute.

PRE-ORDER AND ORDERING
AND PROVISIONING – 251(c)(3) UNE

Function	Loop	LNP	Loop w/ LNP	Dedicated Transport	DSR
PRE-ORDER					
Address Verification	X	X	X	X	X
Service/Feature Availability	X	X	X	X	X
Telephone Number Assignment	X	X	X	X	X
Dispatch Schedule	X	X	X	X	X
Due Date	X	X	X	X	X
Customer Service Record	X	X	X	X	X
ORDERING & PROVISIONING					
Conversion as Specified	X[1,6,7,8]	X[2]	X[1,6,7,8]	X[9]	X
Add/Disc Lines	X	X[3]	X[,3]		X[11]
Directory Listing - White – Straight Line	X	X	X		X
Directory Listing - White – Other than Straight Line	X	X	X		X
Partial Migration (Line/WTN vs. Account Level)	X	X	X		X[11]
Line Conditioning	X		X		
With / Without Diversity	X		X	X	
With / Without Clear Channel Capability	X[10]		X[10]	X	
New Connects	X	X[3]	X[,3]	X	X
Single Line	X		X[,3]		
Multi-Line (Less Than 30 Lines)	X		X[,3]		

Function	Loop	LNP	Loop w/ LNP	Dedicated Transport	DSR
Projects (Large Job - add'l facilities/coordinated work effort required - need SWBT criteria)	X		X[3]		
Disconnects	X	X	X	X	X
Change Orders	X	X	X	X	X
Simple Number Change		X	X		
Add/Disc Lines	X	X[3]	X[3]		X[11]
Directory Listing - White – Straight Line	X	X	X		X
Directory Listing - White – Other than Straight Line	X	X	X		X
Line Conditioning	X		X		
With / Without Diversity	X		X	X	
With / Without Clear Channel Capability	X[10]		X[10]	X	
Records Only Order	X	X	X	X	X
Outside Move	X		X	X	
Inside Move	X		X		
POST SERVICE ORDER EDI TRANSACTIONS					
Supplemental Orders	X	X	X	X	X
Firm Order Confirmation (FOC)	X	X	X	X	X
Jeopardies	X	X	X	X	X
Rejects	X	X	X	X	X
Order Completion	X	X	X	X	X

Footnotes:

1. Existing SBC TEXAS customer, existing CLEC TSR customer, existing CLEC TSR customer, existing CLEC 251(c)(3) UNE (loop) customer.

2. Existing SBC TEXAS number or existing CLEC LNP number.
3. “Numbers” should be substituted for “lines”
4. Existing CLEC Unbundled Loop customer
5. Intentionally Left Blank
6. Intentionally Left Blank
7. Existing CLEC leased facility
10. Only applies to DS-1 loops
11. "Directory Listings" should be substituted for "lines"

ATTACHMENT 8: MAINTENANCE - 251(c)(3) UNBUNDLED NETWORK ELEMENTS

1.0 General Requirements

1.1 SBC TEXAS will provide repair, maintenance, testing, and surveillance for all 251(c)(3) Unbundled Network Elements and any 251(c)(3) Combinations of Network Elements (Combinations) and Commingled Network Elements (Commingled Elements) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment. As used herein and in Attachment 6, the term "Unbundled Network Elements" (whether or not used with initial caps) and "UNEs" include those network elements that are required to be unbundled under Section 251.

2.0 Maintenance Requirements

2.1 SBC TEXAS will provide maintenance for all 251(c)(3) Unbundled Network Elements and 251(c)(3) Combinations and Commingled Elements ordered under this Agreement at levels equal to the maintenance provided by SBC TEXAS in serving its end user customers, consistent with Attachment 6 UNE, Section 2.4.1, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner which meets the performance metrics provided for in Attachment 17 or any Texas Commission-ordered performance measures.

3.0 Repair Service Response

3.1 SBC TEXAS technicians will provide repair service on 251(c)(3) Unbundled Network Elements and 251(c)(3) Combinations, and Commingled Unbundled Network Elements that is at least equal in quality to that provided to SBC TEXAS customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC TEXAS customers. CLEC and SBC TEXAS agree to use the severity and priority restoration guidelines set forth in SBC TEXAS MMP 94-08-001 dated April 1996, and as subsequently modified. Performance Measurements are found in Attachment 17.

4.0 Intercompany Communications

4.1 The SBC TEXAS Network Management Service Center ("NMSC") will notify CLEC of the existence, location, and source of all emergency network outages affecting CLEC customers. The CLEC may call the SBC TEXAS NMSC in order to discuss scheduled activities that may impact CLEC customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

5.0 Emergency Restoration

5.1 SBC TEXAS NMSC will notify the CLEC via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when the CLEC reports trouble to the LOC, the LOC will notify the affected CLEC;

5.1.1 establishment of the SBC TEXAS LOC as the single point of contact to provide CLEC with information relating to the status of restoration efforts and problem resolution during the Resale services and 251(c)(3) UNEs restoration process;

5.1.2 methods and procedures for reprovisioning of all Resale services and 251(c)(3) UNEs after initial restoration. SBC TEXAS agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SBC TEXAS TSP services for restoration. SBC TEXAS will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

6.0 Misdirected Repair Calls

6.1 All misdirected repair calls to SBC TEXAS from CLEC customers prior to permanent number portability will be given a recording (or live statement) directing them to call the number designated by CLEC. Scripts used by SBC TEXAS will refer CLEC customers (in both English and Spanish when available) to the CLEC 800 number in the CLEC CNSC. All calls to 611 in SBC TEXAS' territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. CLEC on a reciprocal basis will refer all misdirected repair calls that CLEC receives for SBC TEXAS customers to a SBC TEXAS designated number. For purposes of permanent number portability the Parties agree to work together to determine whether and to what extent a mutually agreeable method for handling misdirected repair calls may be implemented.

7.0 Repair Procedures

7.1 SBC TEXAS agrees to the following:

7.2 SBC TEXAS will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the LOC) twenty-four (24) hours per day, seven (7) days per week.

7.4 On a reciprocal basis, CLEC will provide a single point of contact (SPOC) for all of CLEC's maintenance requirements under this Attachment (via an 800 number to the CNSC) twenty four (24) hours per day, seven (7) days per week.

7.5 While in manual mode operation, SBC TEXAS will provide CLEC "estimated time to restore." The SBC TEXAS LOC will notify the CLEC CNSC of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide the CNSC the current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by SBC TEXAS for a maximum of four months after CLEC's market entry date in SBC TEXAS states, or until this capability is available through EBI, or until CLEC elects to utilize the Toolbar program to obtain this status. Manual jeopardy status information will be provided during any outage or failure in OSS. The status of all other tickets will be given to the CLEC CNSC through the fax of a daily log (faxed the next morning to the CLEC CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).

7.6 Intentionally Left Blank

7.7 Notice of emergency network outages, as defined in this Attachment, will be provided to the CLEC NMC within one (1) hour.

7.8 For network outages other than emergency outages, the performance measurements established in Attachment 17 Performance Measures will govern.

7.9 For purposes of this Section, service facilities and equipment provided to CLEC through an 251(c)(3) Unbundled Network Element or 251(c)(3) Combination, or Commingled Elements is considered restored or a trouble resolved when the quality of 251(c)(3) Unbundled Network Element or 251(c)(3) Combination, or Commingled Elements service is equal to that provided before the outage or the trouble occurred and any discovered defect is repaired.

8.0 Escalation Procedures

8.1 SBC TEXAS will provide CLEC with written escalation procedures for maintenance resolution to be followed if, in CLEC's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SBC TEXAS management personnel who are responsible for maintenance issues. CLEC acknowledges that the procedures set forth in SBC TEXAS' LOC POTS Escalation/Expedite Maintenance Procedures dated May 6, 1996, and LOC escalation contact list meet the requirements of this Section.

9.0 Premises Visit Procedures

9.1 SBC TEXAS Maintenance of Service Charges, when applicable, will be billed by SBC TEXAS to CLEC, and not to CLEC's end-user customers.

9.2 Dispatching of SBC TEXAS technicians to CLEC Customer premises shall be accomplished by SBC TEXAS pursuant to a request received from CLEC.

9.3 When an SBC TEXAS employee visits the premises of a CLEC local service customer, the SBC TEXAS employee must inform the customer that he or she is there acting on behalf of their local service provider. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SBC TEXAS was on their premises acting on behalf of their local service provider.

9.4 If a trouble cannot be cleared without access to CLEC's local service customer's premises and the customer is not at home, the SBC TEXAS technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call CLEC for rescheduling of repair.

10.0 Testing

10.1 All 251(c)(3) Unbundled Network Elements and/or 251(c)(3) Combination of Element troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to SBC TEXAS. Upon receipt of a trouble report on 251(c)(3) Unbundled Network Element(s), SBC TEXAS will test and sectionalize all elements purchased from (or provided by) SBC TEXAS. If SBC TEXAS determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then SBC TEXAS will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling.

10.2 SBC TEXAS and CLEC agree to develop a mutually acceptable Work Center Operational Understanding document to establish methods and procedures to define the exchange of information between SBC TEXAS and CLEC under which they will work together.

11.0 Pricing

11.1 Charges for the relevant services provided under this Attachment are included in Attachment 6, Appendix Pricing 251(c)(3) UNE - Schedule of Prices.

ATTACHMENT 10: PROVISION OF CUSTOMER USAGE DATA-UNBUNDLED NETWORK ELEMENTS

1.0 Introduction (Unbundled Elements)

The Parties agree that this Attachment 10: Provision of Customer Usage Data-Unbundled Network Elements and SBC TEXAS' obligation to provide Usage Data under this attachment shall remain in effect only until March 11, 2006.

2.0 General Requirements for Usage Data

2.1 SBC TEXAS' provision of Usage Data to CLEC will be in accordance with the Performance Metrics as reported on the CLEC Online website. SBC TEXAS' performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers, but SBC TEXAS' provision of Usage Data will not be required to meet such Performance Metrics until six (6) months after CLEC begins providing local services to customers.

2.2 SBC TEXAS will retain Usage Data in accordance with SBC Daily Usage File User's Guide, available on the CLEC Online, subject to applicable laws and regulations.

3.0 Usage Data Specifications

3.1 SBC TEXAS will provide all usage data for CLEC's customers using the SBC TEXAS provided Network Element(s). Usage Data includes, but is not limited to, the following categories of information:

- completed calls;
- use of CLASS/LASS/Custom Features;
- calls to information providers reached via SBC Texas facilities and contracted by SBC Texas;
- calls to directory assistance where SBC Texas provides such service to an CLEC customer;
- calls completed via SBC Texas-provided operator services where SBC Texas provides such service to CLEC's local service customer;
- records will include complete call detail and complete timing information for unbundled Network Elements.

SBC TEXAS will provide Usage Data for calls that SBC TEXAS records (e.g., unbundled local switching, but not loops).

3.2 Intentionally Left Blank.

3.3 CLEC is responsible for payment of 976 intraLATA information service revenue billed to CLEC by SBC TEXAS . CLEC will attempt to resolve all its end-user 976 intraLATA information service charge inquires prior to requesting an adjustment from SBC TEXAS . CLEC will make a comparable attempt to collect all 976 intraLATA charges as it makes to collect its own 900 information service charges. The Parties agree to establish settlement procedures to permit CLEC to receive adjustments from SBC TEXAS for amounts CLEC customers refuse to pay for 976 services charges forwarded by SBC TEXAS to CLEC for billing.

3.4 SBC TEXAS will not adjust 976 charges without investigation by CLEC. Prior to requesting an adjustment under this subsection, CLEC will attempt to sustain 976 charges and make good faith efforts to collect said amounts from its end user customers in accordance with the procedures outlined for "Company" in SBC

TEXAS' standard Contract For Information Delivery Service Dial 976, Section 11, dated September 20, 1989, or as otherwise mutually agreed to by the Parties.

4.0 Usage Data Format

4.1 SBC TEXAS will provide Usage Data in the Alliance for Telecommunications Industry Solutions (ATIS) Ordering and Billing Forum (OBF) Exchange Message Interface (EMI) format and by category, group and record type, as specified in the SBC Daily Usage File User's Guide, or as otherwise agreed to by the Parties.

4.2 SBC TEXAS will include the Working Telephone Number (WTN) of the call originator on each EMI call record, when available.

4.3 End user customer usage records and station level detail records will be in packs in accordance with EMI guidelines.

4.4 Where technically feasible, SBC TEXAS will provide CLEC with recordings which will permit it to render interLATA and intraLATA access bills and end-user bills associated with the use of unbundled network elements. Where such capability is not available (e.g., originating 800 and terminating access calls), SBC TEXAS will continue to seek cost effective solutions and in the meantime will ensure that CLEC, as the local service provider, incurs no charges for the provision of such dialing capabilities to their customers.

5.0 Usage Data Requirements

5.1 SBC TEXAS will pack and organize the Usage Data according to EMI guidelines.

5.2 SBC TEXASwill provide Usage Data to a CLEC location as agreed to by the Parties.

5.3 SBC TEXASwill transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.

5.4 CLEC and SBC TEXAS will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.

5.5. SBC TEXAS will provide Usage Data to CLEC daily (normally Monday through Friday cycles). Holiday exceptions are listed in the SBC Daily Usage File User's Guide.

5.6 The IS Call Center can be contacted to respond to CLEC call usage, data error, and record transmission inquiries. Other Usage inquiries should be coordinated through Account Management.

6.0 Charges

6.1 SBC TEXAS will bill and CLEC will pay the charges set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

7.0 Local Account Maintenance

7.1 When CLEC purchases certain Network Elements from SBC TEXAS , SBC TEXAS will provide CLEC with Local Account Maintenance. When SBC TEXAS is acting as the switch provider for CLEC, where CLEC is

employing UNEs to provide local service, SBC TEXAS will notify CLEC whenever the local service customer disconnects switch port (e.g., WTN) service from CLEC to another local service provider. SBC TEXAS will provide this notification via a mutually agreeable 4-digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with CLEC. SBC TEXAS will transmit the notification, via the Network Data Mover Network using the CONNECT:Direct protocol, within five (5) days of SBC TEXAS reprovisioning the switch. The TCSI, sent by SBC TEXAS, will be in the 960 byte industry standard CARE record format. CLEC will pay to SBC TEXAS a per transaction charge of three hundred twenty three one hundredths of one cent ($.000323) for SBC TEXAS' transmission of the change notification.

7.2 SBC TEXAS will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SBC TEXAS will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SBC TEXAS' network. SBC TEXAS will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SBC TEXAS will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange Carrier (PIC), where SBC TEXAS is the switch provider either for the retail local services of SBC TEXAS that CLEC resells or UNEs of SBC TEXAS that CLEC employs in providing service.

7.3 These procedures are in addition to Service Order Procedures set forth in Attachment 7: Ordering and Provisioning - UNE. SBC TEXAS will meet the Local Account Maintenance requirements set out in CLEC, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.

REMAND ORDER EMBEDDED BASE TEMPORARY RIDER

This is a Temporary Rider (the "Rider") to the Interconnection Agreement by and between SBC TEXAS, ("SBC" or "SBC ILEC") and AMA Communications, L.L.C. dba AMA Techtel Communications (collectively referred to as "the Parties") ("Agreement") contemporaneously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act").

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

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

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

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

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules, [1] on February 4, 2005 ("*TRO Remand Order*"), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DS0 capacity loops ("mass market unbundled local circuit switching" or "Mass Market ULS") or access to certain high-capacity loop and certain dedicated transport on an unbundled basis to CLECs ("TRRO Affected Elements"); and

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

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

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

1.0 TRO-Declassified Elements.

1.1 Pursuant to the *TRO*, nothing in this Agreement requires SBC TEXAS to provide to CLEC any of the following items on an unbundled basis pursuant to Section 251(c)(3) of the Act

(i) entrance facilities

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

(ii) OCn level dedicated transport;

(iii) "enterprise" market (DS1 and above) local circuit switching (defined as (a) all line-side and trunk-side facilities as defined in the *TRO*, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, and (b) all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions);

(iv) OCn loops;

(v) the feeder portion of the loop;

(vi) line sharing;

(vii) any call-related database, other than the 911 and E911 databases, to the extent not provided in conjunction with unbundled local switching;

(viii) shared transport and SS7 signaling to the extent not provided in conjunction with unbundled local switching;

(ix) packet switching, including routers and DSLAMs;

(x) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over hybrid loops (as defined in 47 CFR § 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; and

(xi) fiber-to-the-home loops and fiber-to-the-curb loops (as defined in 47 C.F.R. § 51.319(a)(3)) ("FTTH Loops" and "FTTC Loops"), except to the extent that SBC TEXAS has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC TEXAS will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

The above-listed items are referred to in this Amendment as "TRO Declassified Elements." Nothing in this section shall limit CLEC's ability to commingle a facility or service previously acquired as a UNE with a UNE or combination of UNEs pursuant to Attachment 6, Section 2.19 of the Parties' ICA.

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

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

1.2.2 SBC TEXAS will provide written notice to CLEC of the fact that the TRO Declassified Element(s) that had been previously provided on an unbundled basis is no longer required to be provided pursuant to 251(c)(3). During a transitional period of thirty (30) days from the date of such notice, SBC TEXAS agrees to continue providing such element(s) in accordance with and only to the extent permitted by the terms and conditions set forth in the

Interconnection Agreement - Texas which was approved on 4/26/2000, (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element for the thirty (30) day transitional period.

1.2.3 Upon receipt of such written notice, CLEC will cease new orders for such TRO Declassified Elements that are identified in the SBC TEXAS notice letter. SBC TEXAS reserves the right to monitor, review, and/or reject CLEC orders transmitted to SBC TEXAS and, to the extent that the CLEC has submitted orders and such orders are provisioned after this thirty (30) day transitional period, such network elements are still subject to this Section 1.0, including the CLEC options set forth in Section 1.2.4 below, and SBC TEXAS' right of conversion in the event the CLEC options are not accomplished by the end of the thirty (30)-day transitional period.

1.2.4 During such thirty (30) day transitional period, the following options are available to CLEC with regard to the network element(s) identified in the SBC TEXAS notice, including the combination or other arrangement in which the network element(s) were previously provided:

(i) CLEC may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the network element(s); or

(ii) SBC TEXAS and CLEC may agree upon another service arrangement (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous resale service or access product or service may be substituted, if available.

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

2.0 TRO Remand-Declassified Loop-Transport Elements.

2.1 Subject to Sections 4.7.3, 10.10.3 and 10.10.4 of Attachment UNE 6 and pursuant to Rule 51.319(a) and Rule 51.319(e), and paragraphs 233 and 234 as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:

(i) Dark Fiber Loops;

(ii) DS1/DS3 Loops in excess of the caps or to any building served by a wire center described in Rule 51.319(a)(4) or 51.319(a)(5), as applicable

(iii) DS1/DS3 Transport in excess of the caps or between any pair of wire centers as described in Rule 51.319(e)(2)(ii) or 51.319(e)(2)(iii), as applicable; or

(iv) Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

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

2.2 Transitional Provision of Embedded Base. As to each Affected Loop-Transport Element, after March 11, 2005, pursuant to Rules 51.319(a) and (e), as set forth in the TRO Remand Order, SBC TEXAS shall continue to provide access to CLEC's embedded base of Affected Loop-Transport Element(s) (i.e. only Affected

Loop-Transport Elements ordered by CLEC *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Interconnection Agreement - Texas which was approved on 4/26/2000, (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element, for a transitional period of time, ending upon the earlier of:

(a) CLEC's disconnection or other discontinuance of use of one or more of the Affected Loop-Transport Element(s);

(b) CLEC's transition of an Affected Loop-Transport Element(s) to an alternative arrangement; or

(c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport). To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC TEXAS, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs, unless otherwise instructed in writing by the CLEC.

SBC TEXAS' transitional provision of embedded base Affected Loop-Transport Element(s) under this Section 2.2 shall be on an "as is" basis. Upon the earlier of the above three events occurring, as applicable, SBC TEXAS may, without further notice or liability, cease providing the Affected Loop-Transport Element(s).

2.3 Transitional Pricing for Embedded Base. Notwithstanding anything in the Interconnection Agreement - Texas which was approved on 4/26/2000, (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element, during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 *plus 15%* or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), *plus 15%* ("Transitional Pricing").

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

2.3.2 CLEC shall be fully liable to SBC TEXAS to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

2.3.3 The Parties agree to work together to develop a mutually agreeable conversion process that includes agreement on the conversion request formats and associated systems, as well as an agreement on what additional information is needed from SBC TEXAS to enable CLEC to identify the loop and transport Network Elements that need to be converted.

2.3.4 SBC TEXAS will not require physical rearrangements and will not physically disconnect, separate or alter or change the facilities being replaced, except at the request of CLEC.

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

2.3.5 Conversion Charges - SBC TEXAS shall not impose any termination, re-connect or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any Transitional Declassified Network Elements.

2.4 End of Transitional Period. CLEC will complete the transition of embedded base Affected Loop-Transport Elements to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (as set forth in Sections 2.4.1 and 2.4.2, below). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such Dark Fiber Affected Elements and return the facilities to SBC TEXAS by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

2.4.1 For Dark Fiber Loops and Affected Dark Fiber Transport, the transition period shall end on September 11, 2006.

2.4.2 For Affected DS1 and DS3 Loops and Transport, the transition period shall end on March 11, 2006.

2.4.3 To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC TEXAS, without further notice or liability, will convert them to a Special Access month-to-month service under the applicable access tariffs, unless otherwise instructed in writing by the CLEC.

3. TRO Remand-Declassified Switching and UNE-P.

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

3.2 Transitional Provision of Embedded Base. As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC TEXAS shall continue to i) provide access to CLEC’s embedded base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC on or *before* September 30, 2005), and ii) provision CLEC requests to add, change or delete features, record orders, and disconnect orders on UNE-P/ULS, as well as orders to reconfigure existing CLEC UNE-Ps to a UNE line-splitting arrangement to serve the same end-user or reconfigure to eliminate an existing line-splitting arrangement in accordance with and only to the extent permitted by the terms and conditions set forth in the Interconnection Agreement - Texas which was approved on 4/26/2000, (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element, for a transitional period of time, ending upon the earlier of:

(a) CLEC’s disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;

(b) CLEC’s transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or

(c) March 11, 2006.

SBC TEXAS' transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 3.2 shall be on an "as is" basis, except that CLEC may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, SBC TEXAS may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.

3.2.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Rider, and subject to this Section 3, and subject to the conditions set forth in Section 3.2.1.1 below, SBC TEXAS shall also continue to provide access to call-related databases, SS7 call setup, ULS shared

transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Interconnection Agreement - Texas which was approved on 4/26/2000, (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element, and only to the extent such items were already being provided, or ordered, on or before September 30, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

3.2.1.1 The Interconnection Agreement - Texas which was approved on 4/26/2000, (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element must contain the appropriate related terms and conditions, including pricing; and the features must be “loaded” and “activated” in the switch.

3.3 Transitional Pricing for Embedded Base. Notwithstanding anything in the Interconnection Agreement - Texas which was approved on 4/26/2000, (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element, during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar.

3.3.1 Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC will be liable to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005.

3.3.2 CLEC shall be fully liable to SBC TEXAS to pay such Transitional Pricing under the Agreement, effective as of March 11, 2005, including applicable terms and conditions setting forth interest and/or late payment charges for failure to comply with payment terms.

3.4 End of Transitional Period. CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transitional period of time defined in the TRO Remand Order (March 11, 2006).

3.4.1 To the extent that there are CLEC embedded base Mass Market ULS or UNE-P and related items, such as those referenced in Section 3.2.1, above in place on March 11, 2006, SBC TEXAS, without further notice or liability, will re-price such arrangements to resale.

3.5 Call flows

3.5.1 IntraLATA and InterLATA Toll Calls

3.5.2 General Principles

3.5.2.1 Until the implementation of intraLATA Dialing Parity, CLEC will pay applicable ULS-O, ULS-T, signaling, common transport, and tandem switching (or blended transport) charges for all intraLATA toll calls initiated by a CLEC ULS Port.

3.5.2.2 After the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the end user intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the end user interLATA PIC choice.

3.5.2.2.1 CLEC may provide exchange access transport services to IXCs for intraLATA traffic originated by or terminating to CLEC local service customers, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls (post dialing parity) that are originated by local customers using SWBT unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SWBT access tandem, with CLEC using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay SWBT ULS-O usage, signaling, common transport, and tandem switching (or blended transport for intraLATA toll carried by SBC where the CLEC is the toll carrier of record) for such calls. SWBT will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local customers using SWBT unbundled local switching.

3.5.2.2.2 If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls (post dialing parity) that are originated by CLEC local customers using SWBT unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT will not bill the PIC any originating switching access charges in connection with such calls.

3.5.2.3 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and, as applicable, common transport and tandem switching. SWBT will not charge terminating access to CLEC or the IXC except that SWBT may bill the IXC for terminating transport in cases where the IXC has chosen SWBT as its transport provider.

3.6 Toll Free Calls

When CLEC uses ULS Ports to initiate an 800-type call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply. This will be subject to SWBT's ability to provide access recording data to CLEC as referenced in Attachment 6, Section 5.1.1 and Attachment 10, Section 4.4. Thereafter, when SWBT is able to measure originating 800 traffic, and when CLEC uses ULS Ports to initiate an 800-type call, CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

3.7 MLT Testing

3.7.1 SBC TEXAS agrees to provide access to MLT testing to allow CLEC to test its end user lines for which SBC TEXAS has combined UNEs, and for end user lines that CLEC has combined UNEs obtained from SBC TEXAS, as follows:

3.7.1.1 MLT testing functionality is available through SBC TEXAS's Toolbar Trouble Administration to allow CLEC to test its end user lines for which SBC TEXAS combines POTS-like UNEs (analog line side port and 2-wire 8db analog loop) purchased by CLEC from SBC TEXAS.

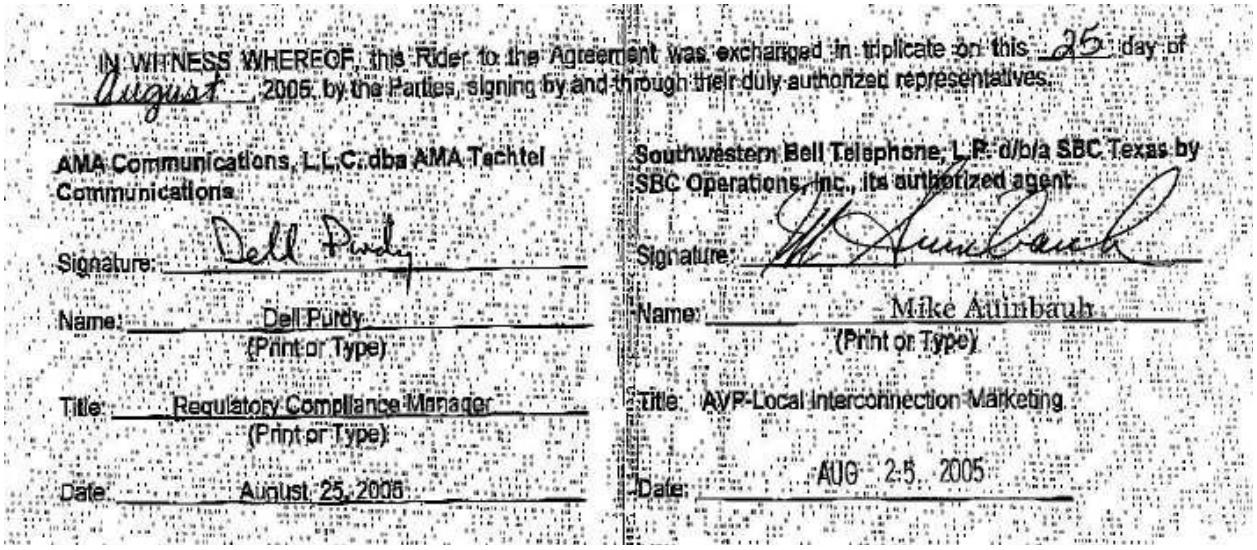
3.7.1.2 MLT testing functionality is available through its Toolbar Trouble Administration to allow CLEC to test its end user lines for POTS-like UNEs (analog line side port and 2-wire 8db analog loop) combined by CLEC and purchased from SBC TEXAS.

4. Sections 1, 2 and 3, above, apply and are operative regardless of whether CLEC is requesting the TRO Declassified Elements, Affected Loop-Transport Element(s), Mass Market ULS or Mass Market UNE-P under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.

5. In entering into this Rider, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Rider) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA I*") and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"); the FCC's 2003 Triennial Review Order and 2005 Triennial Review Remand Order; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

6. Except to the extent of the very limited purposes and time periods set forth in this Rider, this Rider does not, in any way, extend the rates, terms or conditions of Interconnection Agreement - Texas which was approved on 4/26/2000, (hereinafter "Superseded Interconnection Agreement") and Attachment 6: Unbundled Network Element beyond its term.

7. In all states other than Ohio, the Parties acknowledge and agree that this Rider shall be filed with, and is subject to approval by the applicable state commission and shall become effective ten (10) days following the date upon which such state commission approves this Rider under Section 252(e) of the Act or, absent such state commission approval, the date this Rider is deemed approved by operation of law. In the state of Ohio only, the Parties acknowledge and agree that this Rider shall be filed with, and is subject to approval by the Public Utilities Commission of Ohio ("PUCO"). Based upon PUCO practice, this Rider shall be effective upon filing and will be deemed approved by operation of law on the 31st day after filing.



IN WITNESS WHEREOF, this Rider to the Agreement was exchanged in triplicate on this 25 day of August, 2005, by the Parties, signing by and through their duly authorized representatives.

AMA Communications, L.L.C. dba AMA Techtel Communications

Signature: Dell Purdy

Name: Dell Purdy
(Print or Type)

Title: Regulatory Compliance Manager
(Print or Type)

Date: August 25, 2005

Southwestern Bell Telephone, L.P. d/b/a SBC Texas by SBC Operations, Inc., its authorized agent

Signature:

Name: Mike Aulinbaugh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: AUG 25 2005

ATTACHMENT 11: NETWORK INTERCONNECTION ARCHITECTURE

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

1.0 Definitions

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

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1.3 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.

1.4 "Facility-Based Provider" is defined as a telecommunications carrier that has deployed its own switch and transport facilities.

1.5 "IntraLATA Toll Traffic" is defined as the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the SBC Texas's local calling area as defined in the Local Exchange Tariff on file with the Public Utilities Commission of Texas.

1.6 "ISP-Bound Traffic" is as defined in Attachment 12: Compensation.

1.7 "Local Tandem" refers to any Local Only, Local/IntraLATA, or Local/Access Tandem Switch serving a particular LCA (defined below).

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

1.9 A "Local Calling Area" or "LCA" is an SBC Texas local calling area, as defined in SBC Texas's General Exchange Tariff. LCA is synonymous with "Local Exchange Area" (LEA).

1.10 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic.

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

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

1.13 "Offers Service" – At such time as CLEC opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.

1.14 "Remote End Office Switch" is an SBC Texas switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an SBC Texas End Office Switch. Such features, functions, and capabilities are provided between an SBC Texas Remote End Office Switch via an umbilical and an SBC Texas Host End Office.

1.15 Section 251(b)(5) Traffic is as defined in Attachment 12: Compensation.

1.16 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) Optional EAS traffic (iv) FX traffic, (iv) Transit traffic, (v) 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 (vi) IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC-Texas where SBC-Texas is both the Section 251(b)(5) Traffic and intraLATA toll provider.

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

2.0 Requirements for Establishing Points of Interconnection.

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

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

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

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

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

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

Section 2.1 through Section 2.5 are the Parties' requirements for establishing a Point of Interconnection (POI) for the Exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

2.1 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI):

2.1.1 A "Single POI" is a single point of interconnection within a LATA on SBC TEXAS' network that is established to interconnect SBC TEXAS' network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

2.1.2 The Parties agree that CLEC has the right to choose a Single POI, or multiple POIs.

2.2 Each Party will be responsible for providing the necessary equipment and facilities on their side of the POI(s).

2.2.1 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within SBC Texas' network in the LATA where CLEC offers service.

2.2.2 CLEC agrees to establish additional POI(s) as follows:

(i) in any SBC Texas TSA separate from any existing POI arrangement when traffic to/from that SBC Texas TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or (ii) at an SBC Texas End Office not served by an SBC Texas tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic to/from that end office exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

2.2.3 The additional POI(s) will be established within 90 days of notification that the threshold has been met.

2.3 POIs shall be established at any technically feasible point inside the geographical areas in which SBC Texas is the Incumbent LEC and within SBC Texas' network.

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

3.0 Trunking Requirements Per LCA

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

3.1.1 Each SBC Texas Local Tandem in the LCA where CLEC Offers Service when there are SBC Texas Local Tandem(s) in the LCA where CLEC Offers Service.

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

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

3.3 When the LCA in which CLEC Offers Service for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic is served only by an SBC Texas Remote End Office Switch, CLEC shall DEOT to the appropriate SBC Texas Host End Office Switch.

3.4 DEOT group(s) shall be provisioned as two-way trunks and used as two-way trunks.

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8.0 Provision of Information

8.1 In order to establish or designate any POI and associated trunks and transport facilities under this Agreement, CLEC shall provide all applicable network information on forms acceptable to SBC Texas (as set forth in SBC Texas's CLEC Handbook, published on the CLEC website.)

9.0 ASR Control for two-way trunk groups

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

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

9.3 SBC Texas reserves the right to issue an ASR on CLEC's behalf in the event CLEC is non-responsive to a TGSR for underutilized trunk groups as outlined in Appendix ITR. At no other time shall SBC Texas be allowed to issue ASRs on CLEC's behalf.

10.0 Ancillary Services

10.1 Where CLEC requires ancillary services (e.g., Directory Assistance, Operator Services, 911/E911), additional POIs may be required for interconnection to such ancillary services.

10.2 CLEC is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups. The trunking requirements for these are specified in Appendix ITR.

11.0 Signaling

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

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

12.0 Interconnection Methods

12.1 Where CLEC seeks to interconnect with SBC Texas for the purpose of mutually exchanging Section 251(b)(5)/IntraLATA Toll Traffic between networks, CLEC may use any of the following methods of obtaining interconnection detailed in Appendix Network Interconnection Methods (NIM) attached hereto and incorporated herein. Such methods include but are not limited to:

12.1.1 Physical Collocation

12.1.2 Virtual Collocation

12.1.3 SONET Based

12.1.4 Mid Span Fiber Meet Point

12.1.5 Leasing of SBC Texas facilities

12.1.6 Leasing of facilities from a third party

12.1.7 CLEC self-buildout

12.1.8 Any other mutually agreeable methods of obtaining interconnection.

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

APPENDIX INTERCONNECTION TRUNKING REQUIREMENTS (ITR)

1.0 Introduction

1.1 The Interconnection of CLEC and SBC Texas networks shall be designed to promote network efficiency.

1.2 This Appendix Interconnection Trunking Requirements (ITR) to Attachment 11: Network Interconnection Architecture provides descriptions of the trunking requirements for CLEC to interconnect any CLEC provided switching facility with SBC Texas facilities. All references to incoming and outgoing trunk groups are from the perspective of CLEC.

1.3 If either Party changes the methods by which it trunks and routes traffic within its network, it will afford the other Party the opportunity to trunk and route its traffic in the same manner for purposes of interconnection. The Parties agree to offer and provide to each other B8ZS Extended Superframe and/or 64 Kbps clear channel capability where it is currently deployed at the time of the request.

1.4 SBC TEXAS will allow CLEC to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry Local Interconnection Trunk Groups, where technically feasible. CLEC shall have administrative and order control (*e.g.*, determination of trunk group size) of this combined two way trunk group to the extent that it does not require SBC TEXAS to redesign its network configuration.

SBC shall provide the cross connections at the central office to combine a CLEC's dedicated transport between SBC wires centers with that CLEC's special access facilities, or connect the CLEC's dedicated transport with facilities provided by the CLEC, or facilities obtained from other carriers. SBC is required to perform these functions at TELRIC based rates.

2.0 Trunk Group Configurations

2.1 Section 251(b)(5) Traffic, ISP-Bound Traffic, and IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider or IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC-Texas where SBC-Texas is both the Section 251(b)(5) Traffic and intraLATA toll provider and Meet Point Traffic. SBC Texas will not impose any restrictions on a CLEC that are not imposed on its own traffic with respect to trunking and routing options afforded the CLEC. For purposes of this Attachment 11, Internet Service Providers shall be considered end users.

2.2 CLEC Originating (CLEC to SBC Texas)

For traffic that is originated from CLEC to SBC Texas subject to Section *1.0* above, IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider may be combined with Section 251(b)(5) and ISP-Bound Traffic on the same trunk group when CLEC routes traffic to a SBC Texas Local/IntraLATA Tandem Switch, Local Tandem switch or directly to a SBC Texas End Office. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 6.0 of this Appendix, direct trunk group(s) to SBC Texas End Offices will be provisioned as two-way and used as two-way. When SBC Texas Access Tandem Switches are separate from

Local Tandem Switches in a Local Exchange Area, a separate trunk group used to carry Section 251(b)(5) Traffic and ISP-Bound Traffic will be provided to each local tandem and a separate trunk group used to carry IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider will be provided to each Access Tandem Switch. When there are multiple SBC Texas Local/IntraLATA Tandem Switches and/or Local/Access Tandem Switches in a Local Exchange Area, separate trunk groups will be established to each Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch. Such trunk groups may carry both Section 251(b)(5), ISP-Bound Traffic and IntraLATA Toll Traffic originating from an end user obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and intraLATA toll provider. Trunk groups to any SBC-Texas, Tandem(s) shall be provisioned as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC Texas network. Multifrequency (MF) signaling will be utilized in cases where SBC Texas switching platforms do not support SS7.

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

2.3 CLEC Terminating (SBC Texas to CLEC)

For CLEC Terminating traffic(SBC TEXAS to CLEC), where SBC TEXAS has a Local/IntraLATA, or Local/Access Tandem Switch, SBC TEXAS will combine the Section 251(b)(5) Traffic, ISP Bound Traffic, and IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC Texas where SBC Texas is both the Section 251(b)(5) Traffic and intraLATA toll provider over a single two-way trunk group. When SBC TEXAS has Access Tandem Switches separate from Local Tandems Switches in a Local Exchange Area SBC Texas shall deliver Section 251(b)(5) Traffic and ISP-Bound Traffic from the Local Tandem Switch to CLEC over the two-way trunk group to the Local Tandem Switch. SBC Texas shall deliver IntraLATA Toll Traffic from the Access Tandem Switch to CLEC over the two-way trunk group to the Access Tandem Switch.. As noted in Section 2.2 above, direct trunk group(s) between CLEC and SBC TEXAS End Offices will be provisioned as two-way and used as two-way. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SBC Texas network. Multifrequency (MF) signaling will be utilized in cases where SBC Texas switching platforms do not support SS7.

2.4 Meet Point Traffic

Meet Point Traffic will be transported between the SBC Texas Access Tandem Switch and CLEC over a “meet point” trunk group separate from any local or Local and IntraLATA Toll trunk group. This trunk group will be established for the transmission and routing of Exchange Access traffic between CLEC’s end users and interexchange carriers via a SBC Texas Access Tandem Switch. When SBC Texas has more than one Access Tandem Switch within a Local Exchange Area, CLEC may utilize a single “meet point” trunk group to one SBC Texas Access Tandem Switch within the Local Exchange Area. This trunk group will be provisioned as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group.

2.5 Direct End Office Trunking

2.5.1 The Parties shall establish a two-way Direct End Office trunk (DEOT) group when End Office traffic exceeds 24 DS0s at peak over three consecutive month's or when no Local Tandem Switch is present in the Local Exchange Area. Trunking to an SBC Texas End Office shall afford CLEC access to only the NXXs served by that individual End Office.

2.6 E911 Emergency Traffic

A segregated trunk group will be required to each appropriate E911 tandem within an exchange in which CLEC offers Exchange Service. This trunk group will be set up as a one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized

Where technically feasible and the PSAP customer agrees, E911 traffic will be routed on a dedicated trunk group directly to the SBC Texas end office that serves the appropriate PSAP. This trunk group will be set up as one-way outgoing only and will utilize SS7 protocol signaling unless SS7 protocol signaling is not yet available, then CAMA/ANI MF signaling will be utilized.

2.7 Mass Calling (Public Response Choke Network)

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

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

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

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

2.8 Operator Services

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

2.8.1 Option 1 - Interexchange Carrier (IXC)

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

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

2.8.2 Option 2 - CLEC Operator Switch

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

3.0 Trunk Design Blocking Criteria

Trunk forecasting and servicing for the Section 251(b)(5), ISP-Bound Traffic and intraLATA toll trunk groups will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from tandem to End Office based on Neal Wilkinson B.0lM [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives:

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

4.0 Forecasting/Servicing Responsibilities

4.1 CLEC agrees to provide an initial trunk forecast for establishing the initial trunk groups. SBC Texas shall review this forecast and if SBC Texas has any additional information that will change the forecast, SBC-Texas shall provide this information to CLEC. Subsequent forecasts will be provided on a quarterly or semi-annual basis, at CLEC's election. Two of the quarterly forecasts, or one of the semi-annual forecasts, will be provided concurrent with the publication of the SBC Texas General Trunk Forecast. The forecast will include yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years and the use of Common Language Location Identifier (CLLI-MSG) which is described in Telcordia Technologies documents

BR795-100-100 and BR795-400-100. Trunk servicing will be performed on a monthly basis at a minimum.

4.2 The Parties agree to review CLEC's trunk capacity in accordance with CLEC's forecasts, including quarterly forecasts, if so elected and submitted by CLEC.

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

4.3.1 Yearly forecasted trunk quantities (which include measurements that reflect actual tandem Local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and tandem subtending Local Interconnection end office equivalent trunk requirements) for a minimum of three (current and plus-1 and plus-2) years; and

4.3.2 A description of major network projects anticipated for the following six months. Major network projects include the introduction of a new switch, trunking or network rearrangements, orders greater than 4 DS1s or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

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

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

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

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

5.0 Trunk Servicing

5.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative and order control for the purpose of issuing ASR's on two-way trunk groups.

5.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. CLEC may send an ASR to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment and to meet end user demand. SBC Texas shall send a Trunk Group Service Request (TGSR) to CLEC to trigger changes to the Local Interconnection Trunk Groups which exceed 65% capacity based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. The Party receiving a complete and accurate ASR will issue a Firm Order Confirmation (FOC) within five (5) business

days and, if requested on the ASR, a Design Layout Record (DLR) to the ordering Party within five (5) business days issuance of the FOC.

5.3 In a Blocking Situation:

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

5.4 Underutilization

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

5.4.1.1 If a trunk group is under sixty-five percent (65%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than thirty-five percent (35%) excess capacity. In all cases grade of service objectives shall be maintained.

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

5.4.1.3 Upon review of the TGSR, if CLEC does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

5.4.1.4 If SBC Texas does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within twenty (20) business day period, SBC Texas will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, SBC Texas will issue an ASR to resize the Interconnection trunks and facilities.

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

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

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

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

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

5.6.1 Orders that comprise a project, shall be jointly planned and coordinated.

5.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). SBC Texas will be responsible for engineering its network on its side of the POI.

5.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be 20 business days from receipt of a complete and accurate ASR . If one of the Parties is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Party will provide a requested revised service due date. If CLEC requests a service due date change which exceeds the 31 calendar days after the original due date, the ASR must be cancelled by the CLEC. Should the CLEC fail to cancel such an ASR, SBC Texas shall treat the ASR as if it were cancelled.

5.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of CLEC.

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

6.0 Servicing Objective/Data Exchange

6.1 Each Party agrees to service trunk groups in a timely manner to the Trunk Design Blocking Criteria as necessary to meet customer demand.

6.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to exchange this data and to work cooperatively to implement an exchange of traffic data utilizing FTP computer to computer file transfer process.

7.0 Installation, Maintenance, Testing And Repair

7.1 Where available and at the request of either Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties’ respective networks where it is currently deployed at the time of the request. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN

calls shall carry a different code that is appropriate for the Trunk Type Modifier in the CLCI-Message code.

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

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

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

8.0 Network Management

8.1 Restrictive Controls

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

8.2 Expansive Controls

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

8.3 Mass Calling

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

9.0 Applicability Of Other Rates, Terms And Conditions

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

APPENDIX NETWORK INTERCONNECTION METHODS (NIM)

This Appendix NIM to Attachment 11: Network Interconnection Architecture designates Network Interconnection Methods (NIM) to be used by the Parties to obtain Interconnection. These include, but are not limited to: Mid-Span Fiber Meet Point (MSFMP); Virtual Collocation; SONET Based; Physical Collocation; and leasing of SBC TEXAS facilities; leasing of facilities from a third party; CLEC self-buildout; or other mutually agreeable methods of obtaining interconnection.

1.0 Mid-Span Fiber Meet Point (MSFMP)

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

If MSFMP is the selected method for interconnection, MSFMP shall be used to provide interconnection trunking as defined in Appendix ITR to Attachment 11: Network Interconnection Architecture for trunk groups used to carry Section 251(b)(5) Traffic, ISP-Bound Traffic, 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 or IntraLATA Toll Traffic originating from an end user obtaining local dialtone from SBC Texas where SBC Texas is both the Section 251(b)(5) Traffic and IntraLATA Toll provider (hereinafter “Local Interconnection Trunk Groups”).

1.1 There are two basic mid-span fiber meet point (MSFMP) designs:

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

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

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

1.1.1.3 If a suitable location with an existing fiber termination panel cannot be agreed upon, CLEC and SBC TEXAS shall mutually determine provision of a fiber termination panel housed in an outside, above ground cabinet placed at the

physical meet point. Ownership and the cost of provisioning the panel will be negotiated between the two parties.

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

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

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

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

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

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

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

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

1.2 The Parties will mutually agree upon the precise terms of each mid-span meet point facility. These terms will cover the technical details of the meet point as well as other network interconnection, provisioning and maintenance issues.

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

1.4 The SBC TEXAS tandem or end office switch includes all SBC TEXAS FOT, multiplexing and fiber required to take the optical signal hand-off provided from CLEC for interconnection trunking as outlined in Appendix ITR. This location is SBC TEXAS' responsibility to provision and maintain.

1.5 In both designs, CLEC and SBC TEXAS will mutually agree on the capacity of the FOT(s) to be utilized. The capacity will be based on equivalent DS1s that contain Local Interconnection Trunk Groups. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over-provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by CLEC and SBC TEXAS.

2.0 Avoidance of Over-Provisioning

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

3.0 Joint Facility Growth Planning

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

3.2 Criteria:

3.2.1 Investment is to be minimized;

3.2.2 Facilities are to be deployed in a “just in time” fashion.

3.3 Processes:

3.3.1 Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 65% capacity. If necessary, this capacity level should be adjusted in future trunking forums, subject to approval by the Public Utility Commission of Texas.

3.3.2 Both Parties will perform a joint validation to ensure current trunks have not been over-provisioned. If any trunk groups are over-provisioned, trunks will be turned down as appropriate. If any trunk resizing lowers the fill level of the system below 65%, the growth planning process will be suspended and will not be reinitiated until a 65% fill level is achieved. Trunk design blocking criteria described in Appendix ITR will be used in determining trunk group sizing requirements and forecasts. If necessary, this capacity level should be adjusted in future trunking forums subject to approval, by the Public Utility Commission of Texas.

3.3.3 If based on the forecasted equivalent DS1 growth, the existing fiber optic system is not projected to exhaust within one year, the Parties will suspend further relief planning on

this interconnection until a date one year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process;

3.3.4 If the placement of a minimum size FOT will not provide adequate augmentation capacity for the joint forecast over a two year period, and the forecast appears reasonable based upon history, the appropriately sized system shall be deployed at the outset. If the forecast indicates volume sufficient to justify a system larger than OC-3, SBC TEXAS shall provide such a system. If the forecast does not justify installing a system larger than OC-3, another minimally sized system (such as on OC-3) should be placed. This criteria assumes both Parties have adequate fibers for either scenario. If adequate fibers do not exist, both Parties shall negotiate placement of additional fibers.

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

3.3.6 The joint planning process/negotiations should be completed within two months of identification of 75% fill.

4.0 Virtual Collocation

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

5.0 SONET-Based

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

6.0 Physical Collocation

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

7.0 Leasing of SBC-Texas' and CLEC's Facilities

7.1 CLEC's leasing of SBC Texas' facilities for purposes of Attachment 11: Network Interconnection Architecture will be subject to the terms of this Agreement or the mutual agreement of the Parties. SBC Texas offers leased entrance facilities at applicable Access Tariff rates and other leased interconnection facilities at TELRIC based prices. If a leased facility is included in Appendix Pricing, Schedule of Prices, that price is the TELRIC price.

8.0 Leasing of Facilities from a Third Party or CLEC self-buildout

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

ATTACHMENT 12: COMPENSATION

1.0 INTRODUCTION

Both parties reserve all rights to contest any order or decision requiring the payment of reciprocal compensation for Internet Service Provider traffic, including the right to seek refunds or to implement a new system of reciprocal compensation, pursuant to regulatory or judicial approval in accordance with the intervening law provisions in the General Terms and Conditions. Nothing in this Attachment shall constitute an admission by SBC TEXAS that ISP Bound traffic (as defined in Section 1.2) is in fact Section 251(b)(5) Traffic (as defined below) subject to reciprocal compensation under the 1996 Federal Telecommunications Act. For purposes of this Agreement, Section 251(b)(5) Traffic shall mean all Local Traffic (as defined in Section 1.2). SBC TEXAS will make available to a CLEC that is similarly situated to another ILEC or CLEC (i.e., similar traffic types and the same geographic areas as defined by rate centers) each compensation arrangement for serving customers in optional or mandatory, one way or two way EAS, including ELCS, area serviced by such ILEC or CLEC similar to the corresponding arrangement that SBC TEXAS has with that ILEC or CLEC for serving those customers, provided the CLEC adopts the agreement containing the compensation arrangement in its entirety, taking all rates, terms, and conditions from the adopted agreement.

1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between CLEC and SBC TEXAS will be classified as either Section 251(b)(5) Traffic (including Local Traffic), ISP-bound Traffic, Transit Traffic, Optional EAS Traffic (or Optional Calling Area Traffic), IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic Meet Point Billing, FX Traffic(Virtual, Dedicated and FX-type), FGA Traffic, or Cellular Traffic. The compensation arrangement for terminating calls from a Cellular provider to CLEC or SBC TEXAS end users is set forth in Section 14.0 of this Attachment and Appendix Cellular, attached hereto and incorporated by reference. The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Appendix FGA, attached hereto and incorporated by reference. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale service.

1.2 Calls originated by CLEC's end users and terminated to SBC TEXAS' end users (or vice versa) will be classified as Section 251(b)(5) Traffic under this Agreement and subject to reciprocal compensation if the call: (i) originates and terminates to such end-users in the same SBC TEXAS exchange area; or (ii) originates and terminates to such end-users within different SBC TEXAS Exchanges, that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes. Calls originated by SBC TEXAS' end users and terminated to an ISP served by a CLEC (or vice versa) will be classified as compensable "ISP-Bound Traffic" in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) (FCC ISP Compensation Order").

1.3 CLEC may establish its own local calling areas or prices for purpose of retail telephone service offerings.

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

Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. There are two types of FX service:

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

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

1.3.2 "FX Telephone Numbers" (also known as "NPA-NXX" codes) shall be those telephone numbers with different rating and routing points relative to a given mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation), or if jointly provisioned FGA service, subject to the terms and conditions of Appendix FGA.

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

1.4 With respect to CLEC's rights and obligations concerning CLEC and SBC TEXAS termination of wireline traffic, CLEC shall select one of the three options set forth below upon execution of this Agreement by making a designation on the signature page of the General Terms and Conditions of the Agreement. If CLEC fails to select one of the billing options identified below upon execution of this Agreement on the signature page in the General Terms and Conditions, Option 2 shall automatically apply as the default billing option, for the duration of the Agreement. CLEC may modify the default billing option made at the time of execution of this Agreement by providing advance written notice to SBC TEXAS within thirty (30) days of execution of this Agreement. CLEC will operate pursuant to the provisions of the billing option elected at the time of execution of this Agreement until the 31st day of receipt of such written notice, at which time the rate terms and condition of the new option election will become effective. The parties will work cooperatively to amend the Agreement to reflect the new billing option elected within sixty (60) days of written notification. CLEC may choose a different option if this Agreement is subsequently amended by SBC TEXAS pursuant to the Change In Law provisions of this Agreement. CLEC may amend Agreement to make a one-time election to modify its initial option selection made upon execution of this Agreement. CLEC will operate pursuant to the provisions of the option elected at the time of execution of this Agreement until such amendment is approved by the Commission.

1.4.1 Option 1: A reciprocal compensation arrangement for the transport and termination of wireline Section 251(b)(5) Traffic and ISP-Bound Traffic based upon a long-term Bill and Keep arrangement. “Bill and Keep” refers to an arrangement in which neither of the two interconnecting parties charges each other for terminating traffic that originates on the other network; instead, each Party recovers from its end-users the cost of both originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party. With this option, Parties agree to use SS7 interconnection and the terms and conditions as more particularly described in Section 1.5 below.

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

1.4.3 Option 3: Rates, terms and conditions for compensation (except those pertaining to Option 1 and 2) as awarded in Docket No. 21982 for Section 251(b)(5) Traffic contained below in Section 3.0 and the FCC’s interim ISP terminating compensation rate plan for ISP Bound Traffic as contained below in Section 1.7.

1.5 Long-Term Local Bill and Keep Option (Option 1)

As an alternative to Option 2 or 3, a CLEC can elect long-term local Bill and Keep as the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic originated and terminated between SBC TEXAS and CLEC in Texas so long as qualifying traffic between the parties remains in balance in accordance with this Section 1.5 Long-term local Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.2 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include Optional Calling Area Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FX Traffic, FGA Traffic or Cellular Traffic, which shall be subject to compensation as provided in Appendix Cellular or described later in this Attachment.

1.5.1 The Parties agree that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties will be subject to Bill and Keep as the method of intercarrier

compensation provided that Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties is in balance within +/-5% of equilibrium (50%).

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

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

1.5.3 Once Option 2 applies to CLEC's Section 251(b)(5)Traffic and ISP-Bound Traffic, it will apply for the remaining term of this Agreement, until and unless CLEC makes a one-time election to modify this compulsory option selection by entering into an Amendment or if this Agreement is subsequently amended by SBC TEXAS pursuant to the Change In Law provisions of this Agreement. CLEC will operate pursuant to the provisions of Option 2 as set forth in Section 1.6 until such amendment is approved by the Commission.

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

1.5.3.2 Should the Parties be unable to agree on the amount and balance of Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between their End Users, either Party may invoke the dispute resolution procedures under this Agreement. In the event that dispute resolution procedures results in the calculations being delayed, the reciprocal compensation rates will apply retroactively to the date such reciprocal compensation were applicable under Section 1.5.1.

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

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

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

1.5.7 The audit provisions set out in Sections 1.5.4 through 1.5.5 above do not alter or affect audit provisions set out elsewhere in this Agreement.

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

The CLEC may elect to take the rates, terms, and conditions contained in this Attachment in Section 1.6.1 through 1.6.3 for all ISP-Bound Traffic and Section 251(b)(5) Traffic.

In the event CLEC and SBC TEXAS have not previously exchanged traffic for a full nine (9) month period Bill and Keep will be the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic for the first nine (9) months after the date upon which the first commercial call is terminated between SBC TEXAS and CLEC in Texas. The Parties will notify each other of the date when the first commercial call is terminated in Texas between SBC TEXAS and CLEC pursuant to this Section. Where CLEC and SBC TEXAS have exchanged traffic for less than nine (9) months prior to entering this Agreement, Bill and Keep will be the compensation arrangement for nine (9) months less the time traffic has already been exchanged under another Agreement. At the completion of the nine month period, if the difference between the traffic volumes flowing between the two networks in Texas exceeds ten percent of the larger volume of traffic, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be subject to the FCC's Interim ISP Terminating Compensation Plan Rate (Option 2). The ten percent threshold should be calculated on a per-minute basis. When traffic exceeds the ten percent threshold, SBC TEXAS and CLEC will compensate each other for all calls unless the Parties agree to apply the compensation rates only to the volume of traffic that exceeds ten percent. The reciprocal compensation rates as adopted herein apply to calls that originate and terminate within the mandatory single or multi-exchange local calling area of SBC TEXAS including the mandatory EAS/ELCS areas comprised of SBC exchanges and the mandatory EAS/ELCS areas comprised of SBC exchanges and exchanges of independent ILECs. Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.2 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include Optional Calling Area Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FX Traffic, FGA Traffic or Cellular Traffic.

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

1.6.1.1 The rates, terms, conditions in Sections 1.6.1 through 1.6.3 apply to the termination of all ISP-Bound Traffic and all Section 251(b)(5) Traffic.

1.6.1.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and Section 251(b)(5) Traffic on a minute of use basis, at $.0007 per minute of use.

1.6.1.3 Under Option 2, payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

1.6.2 Each party will invoice the other party on a monthly basis for Section 251(b)(5) Traffic and ISP-Bound Traffic at the rates set forth in Section 1.6.1.2 if Option two is elected.

1.7 Contract Rates for Section 251(b)(5) Traffic and FCC's Interim ISP Terminating Compensation Plan rate for ISP-Bound Traffic (Option 3)

The CLEC may elect to take the rates, terms, and conditions for Section 251(b)(5) Traffic contained in Section 3.0 of this Attachment, which are based on the compensation awarded in Docket No. 21982 and the rates, terms and conditions for ISP-Bound Traffic in Sections 1.7.1 through 1.7.5 which are based on the FCC ISP Compensation Order. In the event CLEC and SBC TEXAS have not previously exchanged traffic for a full nine- (9) month period, CLEC and SBC TEXAS will use the Bill and Keep compensation arrangement described in Section 1.7.1 below.

1.7.1 In the event CLEC and SBC TEXAS have not previously exchanged traffic for a full nine (9) month period Bill and Keep will be the reciprocal compensation arrangement for Section 251(b)(5) Traffic and ISP-Bound Traffic for the first nine (9) months after the date upon which the first commercial call is terminated between SBC TEXAS and CLEC in Texas. The Parties will notify each other of the date when the first commercial call is terminated in Texas between SBC TEXAS and CLEC pursuant to this Section. Where CLEC and SBC TEXAS have exchanged traffic for less than nine (9) months prior to entering this Agreement, Bill and Keep will be the compensation arrangement for nine (9) months less the time traffic has already been exchanged under another Agreement. At the completion of the nine month period, if the difference between the traffic volumes flowing between the two networks in Texas exceeds ten percent of the larger volume of traffic, Section 251(b)(5) Traffic and ISP-Bound Traffic shall be subject to the FCC's Interim ISP Terminating Compensation Plan Rate (Option 1). The ten percent threshold should be calculated on a per-minute basis. When traffic exceeds the ten percent threshold, SBC TEXAS and CLEC will compensate each other for all calls unless the Parties agree to apply the compensation rates only to the volume of traffic that exceeds ten percent. The reciprocal compensation rates as adopted herein apply to calls that originate and terminate within the mandatory single or multi-exchange local calling area of SBC TEXAS including the mandatory EAS/ELCS areas comprised of SBC exchanges and the mandatory EAS/ELCS areas comprised of SBC exchanges and exchanges of independent ILECs. Bill and Keep applies only to Section 251(b)(5) Traffic as defined in Section 1.2 and ISP-Bound Traffic as defined in Section 1.2 of this Attachment and does not include Optional Calling Area Traffic, IntraLATA Interexchange Traffic, Meet Point Billing Traffic, FX Traffic, FGA Traffic or Cellular Traffic. .

1.7.2 Intercarrier Compensation Rate for ISP-Bound Traffic:

1.7.2.1 The rates, terms, conditions in this Section 1.7.2 apply only to the termination of ISP-Bound Traffic and ISP-Bound Traffic. Notwithstanding anything contrary in this Attachment, the rebuttable presumption will apply to CLEC and SBC TEXAS.

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

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

1.7.3 Intentionally Omitted

1.7.4 Intentionally Omitted

1.7.5 ISP-Bound Traffic Rebuttable Presumption

In accordance with Paragraph 79 of the FCC's ISP Compensation Order, CLEC and SBC TEXAS agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound traffic exchanged between CLEC and SBC TEXAS exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation and terms in this Section 1.7. Either Party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, CLEC and SBC TEXAS will remain obligated to pay the presumptive rates (reciprocal compensation rates for traffic below a 3:1 ratio, the rates set forth in Section 1.7.2.2 for traffic above the ratio) subject to a true-up upon the conclusion of such proceedings.

1.7.6 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties which does not exceed a 3:1 terminating to originating ratio as set forth in Section 1.7.5 above, such traffic shall be defined as "In-Balance" traffic. Each party will invoice the other party on a monthly basis for such "In-Balance" traffic at the reciprocal compensation rates set forth in Section 3.0 for Section 251(b)(5) Traffic.

1.7.7 For combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio as set forth in Section 1.7.5 above, such traffic shall be defined as "Out-of-Balance" traffic. The Carrier whose traffic is "Out-of-Balance" will, on a monthly basis, calculate the amount of traffic that will be invoiced as follows: (1) for Section 251(b)(5) traffic, the rates shall be the reciprocal compensation rates set forth in Section 3.0; (2) for ISP-Bound Traffic, the rates shall be the FCC's interim ISP terminating compensation rates set forth in Section 1.7.2.2.

2.0 RESPONSIBILITIES OF THE PARTIES

2.1 Under any option, each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other's network (where technically available to the transmitting party), the originating Calling Party Number (CPN). For all traffic including, without limitation, Interexchange Circuit-Switched Traffic, IP Traffic and wireless traffic, each Party shall provide Calling Party Number as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 2.4 and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information that accurately reflects the physical location of the end user that originated and/or dialed the call, when including such information is technically feasible. 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.

2.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

2.4 For traffic which is delivered by SBC Texas or CLEC to be terminated on the other Party's network, if the percentage of calls passed with CPN is greater than ninety percent (90%), calls exchanged without CPN information will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the MOUs of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed as Intrastate IntraLATA Toll Traffic.

3.0 RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(B)(5) TRAFFIC

3.1 If Option 3 is elected by the CLEC, in accordance with Section 1.7 of this Attachment, the compensation set forth below will apply to all Section 251(b)(5) Traffic as defined in Section 1.2 of this Attachment.

3.2 Applicability of Rates:

3.2.1 The rates, terms, conditions in this Section 3.0 apply only to the termination of Section 251(b)(5) Traffic, except as explicitly noted.

3.2.2 The Parties agree to compensate each other for the termination of Section 251(b)(5) Traffic on a minute of use (MOU) basis and a Per Message basis.

3.3 Rate Elements:

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

3.3.2	Tandem Switching	$.000794 per MOU

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

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

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

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

4.0 RECIPROCAL COMPENSATION FOR SECTION 251(B)(5) TRAFFIC TERMINATED BY A PARTY UTILIZING A HIERARCHICAL OR TWO-TIER SWITCH NETWORK

4.1 Transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to an end office switch. The transport and termination rates assessed on the originating carrier shall reflect the functions performed by the terminating carrier in transporting and terminating the calls. Where the terminating party utilizes a hierarchical or two-tier switch network (i.e., separate switches performing tandem and end office functions), the compensation rate for Section 251(b)(5) Traffic terminated to the party's tandem switch shall consist of the summation of the rates for tandem switching, tandem transport and end office switching as listed in Section 3.3 above.

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

5.0 RECIPROCAL COMPENSATION FOR SECTION 251(B)(5) TRAFFIC TERMINATED BY A PARTY THAT DOES NOT UTILIZE A HIERARCHICAL OR TWO-TIER SWITCH NETWORK

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

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

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

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

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

5.6 The number and capacity of central office switches;

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

5.8 the number of collocation cages;

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

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

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

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

6.0 OTHER TELECOMMUNICATIONS TRAFFIC

6.1 The Parties recognize and agree that traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Options 1, 2, and/or 3 above not apply to calls that fit the definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- 800, 888, 877, ("8YY") Traffic
- FX Traffic

6.2 The Parties agree that, for the purposes of this Attachment, either Parties' end users remain free to place on a "Non-Local" basis under any of the above classifications. The applicable rates, terms and conditions for: Optional EAS Traffic are set forth in Section 8.0, "8YY" Traffic are set forth in Section 10.0, FX Traffic are set forth in Section 1.3, IntraLATA Interexchange Traffic are set forth in Section 10.0.

7.0 TRANSIT TRAFFIC COMPENSATION

7.1 **SBC TEXAS** will provide CLEC with **SBC TEXAS'** Transit Service to deliver Local, Optional EAS and intraLATA toll traffic to all Third Party Carriers with whom **SBC TEXAS** is interconnected. **SBC**

TEXAS' Transit Service is a service provided to carriers, that are interconnected with **SBC TEXAS**, for the transmission of Section 251(b)(5) Traffic, ISP-Bound Traffic, (collectively "Local Transit Traffic"), Optional EAS traffic and/or IntraLATA Interexchange Traffic ("IntraLATA Toll Transit Traffic") as defined in Sections 7.2, 7.2.1, 7.2.2 and 7.2.3 below. At no time shall either Party provide transit service to an Interexchange Carrier (IXC) or any other Third Party Carrier for the purposes of avoiding paying appropriate access charges.

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

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

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

Transit Compensation

Transit Rate $ 0.000960

Tandem Switching $ 0.000794

Common Transport Termination Facility/mile $ 0.000002
(multiply this by 14 to develop average transit rate)
(* 14 =.000028)

Common Transport Termination MOU Statewide $0.000135

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

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

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

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

7.3 When CLEC utilizes **SBC TEXAS'** Transit Service, CLEC shall indemnify **SBC TEXAS** against any and all charges levied by a Third Party Carrier upon **SBC TEXAS**, including any termination charges related to such traffic as well as any attorneys fees and expenses. **SBC TEXAS** shall not

be required to function as a billing intermediary, (e.g. clearinghouse) when **SBC TEXAS'** Transit Service is provided.

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

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

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

7.7 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network that have been converted to industry standard Electronic Message Interface (EMI). Except as may otherwise be provided in this Agreement, these recordings will be the basis for each Party to generate bills to the other Party and, in connection with Transit Traffic, if necessary, to third-party LECs. Each Party agrees to forward to the other Party call information that may be used to identify the originating and terminating telephone numbers for each call and each carrier involved in transmission of the call (including for purposes of carrier identification, OCN, any equivalent local service identifier and Carrier Identification Code, as appropriate). CLEC shall not bill **SBC TEXAS** for terminating any traffic that is originated by a Third Party Carrier whether that traffic or carrier is identified or unidentified, (i.e. whether CPN is sent or is not sent by the Third Party Carrier or the OCN information is or is not available) even though **SBC TEXAS** is acting as the transit service provider.

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

7.9 Each Party agrees that any third party (including without limitation an Affiliate of one Party) may make use of that Party's network to terminate traffic to the other Party. However, nothing in this section precludes the other party from exercising its right to establish direct interconnections with the third party. The other party shall accept the transit traffic if direct interconnection with the third party is unavailable. If the Affiliate has a separate traffic termination agreement with the other Party, the Parties agree that they will work cooperatively to develop an acceptable method for accounting appropriately for that traffic. Unless CLEC requests otherwise, the rating for transit calls when CLEC provides the transit service shall be the same between the Parties as the rating for calls transited by **SBC TEXAS** to or from any similarly situated third party carrier

7.10 Transit Traffic does not include traffic originated from a third party subscriber line that a third party provides using UNE-P. In such cases, when this traffic is terminated to CLEC (and CLEC is not providing service to the terminating user via UNE-P) and CLEC is using terminating recordings to bill reciprocal compensation, **SBC TEXAS** will provide detailed call records to identify UNE originating traffic including OCN of the originating carrier to the originating UNE carrier and CLEC, and CLEC will bill the originating UNE carrier for MOUs terminated on CLEC's network. CLEC may obtain billing records identifying the originating carrier from SBC upon execution of a Non-

Disclosure Agreement.

8.0 COMPENSATION FOR TERMINATION OF OPTIONAL EXTENDED AREA SERVICE TRAFFIC

8.1 Optional Extended Area Service (Optional EAS) - For extended area traffic including Optional Area Traffic, except mandatory extended traffic addressed in Section 1.2 of this Attachment compensation for termination of intercompany traffic will be the rates listed below. A list of such areas will be provided by SBC to CLEC upon request. CLEC is not precluded from establishing its own local calling areas or prices for purposes of retail telephone service offerings.

8.2 The following rates will apply as permanent rates for the transport and termination of optional calling area traffic. This Optional EAS compensation rate applies to all terminating traffic for calls to and from end users physically located in specific areas designated as Commission approved Optional EAS route(s) in accordance with SBC TEXAS' tariffs. A list of such areas will be provided by SBC to CLEC upon request. The transport and termination rate applies when SBC TEXAS transports traffic and terminates it at its own switch.

8.2.1 Optional EAS Transport & Termination Rate $.002487 per MOU

8.3 When CLEC uses unbundled local switching to provide services associated with a telephone number with a NXX which has an expanded 2-way area calling scope (EAS) in a SBC TEXAS end office, CLEC will pay the charge contained on Attachment Pricing UNE - Schedule of Prices labeled “EAS Additive per MOU”. The additives to be paid by CLEC to SBC TEXAS are $0.024 per MOU for toll-free calls made by a SBC TEXAS customer from a metro exchange to an exchange contiguous to a metro exchange and $0.0355 per MOU for toll free calls made by a SBC TEXAS customer to CLEC’s optional 2-way EAS customer for contiguous exchanges other than those contiguous to a metro exchange within the scope of the 2-way calling area. These additives will apply in addition to cost-based transport and termination rates for Optional EAS service set forth in the rates spreadsheet. . SBC TEXAS agrees to extend to CLEC where CLEC is similarly situated to another ILEC or CLEC (i.e., similar traffic types and the same geographic area as defined by rate centers) the same terms and conditions that SBC TEXAS has with such ILEC or CLEC for similar two-way arrangements in each area where SBC TEXAS offers optional two-way EAS to allow CLEC to serve its customers in each such area in a manner comparable to SBC TEXAS, provided CLEC adopts the agreement containing the Optional EAS compensation arrangement in its entirety, taking all rates, terms, and conditions from the adopted agreement. These additives are reciprocal in nature, and CLEC is entitled to receive compensation from SBC TEXAS if CLEC agrees to waive charges for its customers who call SBC TEXAS optional two-way EAS customers. These additives also apply if CLEC chooses to adopt the transport and termination rates in effect between SBC TEXAS and other ILECs for optional EAS traffic.

9.0 SEGREGATING AND TRACKING FX TRAFFIC

9.1 In order to ensure that Virtual FX, Dedicated FX, and FX-type Traffic is being properly segregated from other types of intercarrier traffic, the terminating carrier will be responsible for keeping a written record of all FX Telephone Numbers (whether Dedicated, Virtual, and FX-type) for which bill and keep applies and providing an NXX level summary of the minutes of use to FX Telephone

Numbers on its network to the originating carrier each month (or in each applicable billing period, if not billed monthly).

9.2 Each Party shall maintain reports, records and data relevant to the billing of such FX services addressed herein for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

9.3 Alternatively, CLEC may elect to assign a Percentage of FX Usage (PFX) which shall represent the estimated percentage of minutes of use that is attributable to all Dedicated FX, Virtual FX, and FX-type Traffic in a given usage month. Once the CLEC elects this method to estimate the percentage of minutes of use that is attributable to FX traffic, Section 9.1 no longer applies, until and unless the Parties mutually agree to segregate and track such traffic at an NXX level summary. If the parties can not reach agreement on the appropriate FX Factor, the Parties shall engage in the dispute resolution process set forth in this agreement. During the dispute resolution process, disputed amounts for FX Traffic will remain unpaid by the Party billed and are not subject to interest during the pendency of such Intercarrier Compensation dispute.

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

10.0 COMPENSATION FOR TERMINATION OF INTRALATA INTEREXCHANGE TOLL TRAFFIC

10.1 IntraLATA Interexchange traffic, not considered EAS traffic and carried on the jointly-provided ILEC network, is considered as IntraLATA Toll traffic and, is subject to tariff access charges. Billing arrangements are outlined in Section 12.

10.2 Compensation for the termination of this traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's intrastate access service tariff.

10.3 For interstate IntraLATA service, compensation for terminating of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in each Party's interstate access service tariff.

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

11.1 For interLATA traffic and intraLATA traffic, compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable interstate or intrastate access tariffs.

11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to Interexchange Carriers via a Party’s access tandem switch, in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents.

11.3 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.

11.4 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format or via 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 meet point billing will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals. 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.

11.5 Initially, billing to interexchange carriers for the Switched Access Services jointly provided by the parties via the MPB arrangement will be according to the multiple bill single tariff method. As described in the MECAB document each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.

11.6 MPB will also apply to all jointly provided Switched Access MOUs bearing the 900, or toll free NPAs (e.g., 800, 877, 866, and 888 NPAs or any other non-geographical NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

12.0 BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(B)(5), OPTIONAL EAS ISP-BOUND TRAFFIC AND INTRALATA TOLL TRAFFIC

12.1 In SBC-TEXAS, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These terminating recordings are the basis for each Party to generate bills to the other Party.

12.2 ISP-Bound Traffic will be calculated using the 3:1 Presumption as outlined in Sections 1.6.2 and 1.7.5 above.

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

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

13.0 INTENTIONALLY OMITTED

14.0 COMPENSATION FOR TERMINATING CELLULAR TRAFFIC

14.1 Appendix Cellular sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for mobile to landline traffic terminating through the Parties' respective wireline switching networks within a LATA. If one Party enters into an interconnection agreement with a Commercial Mobile Radio Service (CMRS) provider, Appendix Cellular shall no longer be applicable between the Parties with respect to such CMRS provider, and the other Party shall be obligated within a reasonable length of time to enter into an agreement with such CMRS provider for the termination of wireless to landline traffic.

14.2 CLEC will pay the Local Transit Traffic rates (found in Section 7.0 of this Attachment) to SWBT for calls that originate on CLEC's network and are sent to SWBT for termination to a CMRS provider as long as such Traffic can be identified as wireless traffic. SWBT will pay the same Local Transit Traffic rate to CLEC for such calls that originate on SWBT's network and are sent through CLEC for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS provider's network. The Parties agree to cooperate with each other regarding third party compensation issues. In the event that the originating party does send traffic through the transiting party's network to a third party provider with whom the originating party does not have a traffic interchange agreement, then the originating party agrees to indemnify the transiting party for such traffic pursuant to Section 7.3 above.

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

15.0 COMPENSATION FOR THIRD PARTY UNE TRAFFIC

15.1 Third Party UNE Terminated Traffic is defined as third party messages terminating to a UNE customer to whom a CLEC provides local service utilizing Unbundled Ports purchased from SBC TEXAS.

15.2 When a call is terminated to a CLEC using unbundled ports purchased from SBC Texas, SBC TEXAS shall provide terminating billing records including OCN of the originating carrier to the terminating CLEC for all calls terminated on the unbundled port to allow the terminating CLEC to directly bill reciprocal compensation to the originating carrier.

15.3 Third Party UNE Originated Traffic is defined as third party messages originated by a UNE customer to whom a CLEC provides local service utilizing Unbundled Ports purchased from SBC TEXAS.

15.4 Where CLEC is using terminating recordings to bill reciprocal compensation, SBC TEXAS will provide detailed calls records to identify UNE originating traffic including OCN of the originating carrier to the originating and terminating carriers, and the terminating CLEC will bill the originating UNE carrier for MOUs terminated on CLEC's network. The terminating carrier may obtain billing records identifying the originating carrier from SBC upon execution of a Non-Disclosure Agreement.

16.0 Parties have been unable to agree as to whether and under what circumstances IP-Enabled Traffic should be compensated as Exchange Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of various forms of IP-Enabled Traffic, the IP Enabled Service that is the subject of the FCC's Order in WC Docket 02-361, Petition for Declaratory Ruling that AT&T's Phone to Phone IP Telephony Services are Exempt from Access Charges, 119 FCC Rcd. 7457 (Rel. April 21, 2004) shall be subject to compensation as Exchange Access.

ATTACHMENT 13: ANCILLARY FUNCTIONS

1.0 Introduction

1.1 This Attachment 13: Ancillary Functions, and its Appendices set forth the Ancillary Functions that SBC TEXAS agrees to offer to CLEC under this Agreement, and the requirements associated therewith. SBC TEXAS will offer these Ancillary Functions to CLEC on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

2.0 Collocation

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

3.0 Rights of Way (ROW), Conduits and Pole Attachments

3.1 The provisions concerning CLEC's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by SBC TEXAS are set forth in Appendix Poles, Conduits, and Rights-Of-Way, attached hereto.

APPENDIX COLLOCATION

1.0 SBC TEXAS will provide caged, shared caged, common caged, cageless, and other physical collocation arrangements within its Eligible Structures, and where space is Legitimately Exhausted inside an Eligible Structure, SBC TEXAS will provide adjacent space for on-site collocation, and interconnection facilities to access unbundled network elements through adjacent off-site collocation, for physical collocation as set forth in Section 5 of the Local Access Service Tariff entitled "Physical Collocation."

2.0 In addition, in SBC TEXAS' Central Offices, and, at SBC TEXAS' other eligible structures (CEV's, huts, and cabinets) where physical collocation space is available, SBC-TEXAS will provide Virtual collocation wherein SBC TEXAS maintains and repairs the collocation equipment consistent with the terms of the amended Sections 25 and 26 of the Access Service Tariff, or Virtual collocation wherein the CLEC maintains and repairs the virtually collocated equipment consistent with the terms of the amended Section 26 of the Access Service Tariff.

3.0 CLEC shall be permitted, at its option, to place its own BDFB in its physical collocation space; however, SBC TEXAS may reject such installation if the structural integrity of the collocated space is jeopardized.

4.0 Tracking and Billing CLEC's Power Usage

Note for Section 4: In accordance with Texas Public Utility Commission's Arbitration Award in Docket No. 28821, on an interim basis, SBC TEXAS has elected to provide DC power consumption billing based on the maximum current carrying capacity of either the A or B feed. The TPUC has ordered the parties to work collaboratively to establish a metering arrangement and present a final solution to the Commission within 60 days of the final order in this proceeding.

5.0 Access to Information

5.1 SBC TEXAS shall make available to CLEC at no charge an enhancement to the APOT verification tool in TOOLBAR to permit CLEC to enter a range of APOTS. Until such time as the enhancement is available, SBC TEXAS shall allow CLEC to view the online TIRKS Reports at any time without charge.

6.0 Collocation Price Quotes

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

APPENDIX POLES, CONDUITS, AND RIGHTS-OF-WAY

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

This Appendix is made by and between Southwestern Bell Telephone, L.P. d/b/a SBC Texas ("SBC TEXAS") and _____ (CLEC LEGALNAME) ("CLEC"). As provided in this Appendix, SBC TEXAS will provide CLEC nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SBC TEXAS and located in this state.

ARTICLE 1: PARTIES

1.01 Southwestern Bell Telephone, L.P. d/b/a SBC Texas. Southwestern Bell Telephone, L.P. d/b/a SBC Texas ("SBC TEXAS") is a Texas Limited Partnership. SBC TEXAS' principal office is located at 175 E. Houston, San Antonio, Texas 78205.

1.02 CLEC Legal Name. CLEC Legal Name ("CLEC") is a corporation chartered in the State of _____. CLEC maintains an office at (spell out street names and state) example: 123 South Main Street Boulevard (address), Dallas (city), Texas (state), 75202 (zip). CLEC is more fully described in EXHIBIT II ("Identification of CLEC").

ARTICLE 2: PURPOSE OF APPENDIX

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, states that each local exchange carrier has the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996. The primary purpose of this Appendix is to set forth the basic rates, terms, conditions, and procedures under which CLEC shall have access to SBC TEXAS' poles, ducts, conduits, and rights-of-way. SBC TEXAS shall provide CLEC with nondiscriminatory access to poles, ducts, conduits, or rights-of-way owned solely or in part by it, or controlled by it, as the term "nondiscriminatory access" is defined in the Telecommunications Act of 1996. This Appendix is intended by the parties to implement, rather than abridge, their respective rights and remedies under federal and state law.

2.01 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Appendix shall be construed as precluding CLEC from having such additional access to SBC TEXAS' poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between CLEC and SBC TEXAS relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Appendix does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

3.01 Definitions In General. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.47 except as the context otherwise requires.

3.02 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy stand which connects the anchor to the pole.

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

3.04 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by another telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. Except as otherwise specifically provided in this Appendix, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Article 8 of this Appendix.

3.05 Authorized contractor. "Authorized contractors" are contractors selected by CLEC who may, subject to CLEC's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SBC TEXAS or persons acting on SBC TEXAS' behalf. As used in this Appendix, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on CLEC's behalf or other contractors who may be selected by CLEC to perform work on CLEC's behalf without SBC TEXAS' approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by CLEC and SBC TEXAS to perform one or more of the following tasks within a specified SBC TEXAS construction district: (a) installation of those sections of CLEC's ducts or facilities which connect to SBC TEXAS' conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those SBC TEXAS construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one SBC TEXAS construction district constitute approval of such authorized contractor for the area served by a different SBC TEXAS construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SBC TEXAS construction districts in which the work is to be performed.

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

3.07 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to or placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Appendix shall be construed as a grant of access to cables attached to SBC TEXAS' poles or placed in SBC TEXAS' ducts, conduits, or rights-of-way.

3.08 Conduit. The term "conduit" refers to all SBC TEXAS conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by SBC TEXAS, including the re-enterable manholes and handholes used to connect ducts and provide access to the cables, wires, and facilities within the ducts. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes, and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SBC TEXAS structures (such as huts and cabinets) which branch off from SBC TEXAS' conduit.

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

3.10 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" refers only to conduit systems owned, or controlled by SBC TEXAS and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SBC TEXAS structures (such as huts and cabinets) which branch off from SBC TEXAS' conduit.

3.11 Construction District. The term "construction district" refers to the SBC TEXAS organization responsible for outside plant construction in a specified geographic area. The term "construction district" connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.

3.12 Cost/Cost-based. The terms "cost" and "costs" refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.

3.13 Duct. The term "duct" refers to all SBC TEXAS ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a duct is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term "duct" refers only to ducts owned or controlled by SBC TEXAS and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.

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

EXHIBIT I:	Pole and Conduit Attachment Rates
EXHIBIT II:	Identification of CLEC
EXHIBIT III:	Administrative Forms and Notices
EXHIBIT IV:	Insurance Requirements
EXHIBIT V:	Nondisclosure Agreement
EXHIBIT VI:	Notices to CLEC
EXHIBIT VII:	Notices to SBC TEXAS
EXHIBIT VIII:	Identification of Utility Liaison Supervisor (ULS)
SW-9433:	Pole Attachments
SW-9434:	Access Application and Make-Ready Authorization Work
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by CLEC
SW-9436C:	Notification of Unauthorized Attachments by CLEC

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

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

3.17 First Interconnection Order. The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98,

In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

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

3.19 Interconnection agreement. The term "interconnection agreement" refers to the interconnection agreement, if any, to which this Appendix has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.

3.20 Jacket. The term "jacket" refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Appendix, the term "jacket" refers to the outermost sheath or jacket of a cable.

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

3.22 License. The term "license" refers to a written instrument confirming that SBC TEXAS has afforded CLEC or another joint user access to specific space on or within a pole, duct, conduit, or right-of-way owned or controlled by SBC TEXAS in accordance with applicable federal and state laws and regulations. The term "license" includes licenses issued by SBC TEXAS pursuant to this Appendix and may, if the context requires, refer to licenses issued by SBC TEXAS prior to the date of this Appendix.

3.23 Local service provider ("LSP"). The terms "local service provider" and "LSP" refer to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Appendix, these terms include SBC TEXAS.

3.24 Maintenance duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used by SBC TEXAS and joint users (including CLEC) on a short-term basis for maintenance, repair, or emergency restoration activities**.** Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including SBC TEXAS, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Appendix and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Appendix. No more than one full-sized duct within any given conduit system cross-section shall be designated by SBC TEXAS as the maintenance duct. In those locations where, on the effective date of this Appendix, there is not a full-sized duct available to be used as a maintenance duct, SBC TEXAS will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from a SBC TEXAS manhole to customer premises. Maintenance ducts shall not be considered "available" (as defined in Section 3.06) for assignment to SBC TEXAS, CLEC, or joint users for purposes other than short-term use as contemplated in this section; provided, however, that SBC TEXAS may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in SBC TEXAS' outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

3.25 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SBC TEXAS' poles, ducts, conduits, and rights-of-way and related facilities for the requested occupancy or attachment of CLEC's facilities. Make-ready work does not include the actual installation of CLEC's facilities. "Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required to accommodate CLEC's facilities (as contrasted from work performed on SBC TEXAS' behalf in furtherance of SBC TEXAS' own business needs, or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of SBC TEXAS' facilities (including, but not limited to, conduits, ducts, handholes and manholes), or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole or right-of-way usable for the initial placement of CLEC's facilities. All splicing and associated wire work related to any make ready request will be completed by the owner of the facilities involved. The cost for performing this work will be paid for by the party requiring the make ready.

3.26 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a structure similar in function to a manhole, but which is usually too small for personnel to enter. As used in this Appendix, the term "manhole" refers only to manhole structures owned or controlled by SBC TEXAS and does not include cables and other telecommunications equipment located within manhole structures.

3.27 Occupancy. The term "occupancy" refers to the physical presence of facilities on a pole, in a conduit or duct, or within a right-of-way.

3.28 Overlashing. The term "overlashing" refers to the practice of placing an additional cable or inner duct by lashing spinning wire over both existing cables and existing strands supporting those cables or inner ducts.

3.29 Person acting on CLEC's behalf. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms specifically include, but are not limited to, CLEC, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by CLEC and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by CLEC to perform make-ready work shall be deemed to be a person acting on CLEC's behalf while performing such work at CLEC's request.

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

3.31 Pole. The term "pole" refers to all SBC TEXAS poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term "pole" refers only to utility poles and anchors which are either owned or controlled by SBC TEXAS and does not include cables and other telecommunications equipment attached to pole structures.

3.32 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term "pole attachment" refers to "any attachment by a cable television system or provider of telecommunications service to a pole,

duct, conduit, or right-of-way owned or controlled by a utility." In this Appendix, except as the context otherwise requires, the term "pole attachment" refers to any attachment by a cable television system or provider of telecommunications service to a pole (and associated anchors) owned or controlled by SBC TEXAS. The term "pole attachment" includes all such facilities attached to or supported by a SBC TEXAS pole, including but not limited to cables, risers and U-guards, equipment boxes, drop wires, anchors, bolts, clamps, drive rings, guys, hooks, strands, and other hardware affixed to the pole. Groupings of associated pole attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, CLEC's pole attachments occupying the same usable space (or otherwise associated with facilities occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.

3.33 Pole Attachment Act. The term "Pole Attachment Act" refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.

3.34 Pre-license survey. The term "pre-license survey" refers to work and activities performed or to be performed by SBC TEXAS or by persons acting on SBC TEXAS' behalf for the primary purpose of:

(a) confirming or determining the existing availability and capacity of a pole duct, conduit, or right-of-way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to CLEC's application;

(b) confirming or determining the extent, if any, to which modifications to SBC TEXAS' poles, ducts, conduits, or rights-of-way are required to accommodate CLEC's facilities;

(c) confirming or determining what make-ready work, if any, will be required to prepare SBC TEXAS' poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and

(d) estimating the costs, if any, that CLEC will be required to pay for any such make-ready work or facilities modifications.

3.35 Pre-occupancy survey. The term "pre-occupancy survey" refers to work and activities performed or to be performed by CLEC or persons acting on behalf of CLEC for the primary purpose of enabling CLEC to determine:

(a) whether SBC TEXAS' poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for CLEC's intended use;

(b) the extent, if any, to which modifications of SBC TEXAS' poles, ducts, conduits, or rights-of-way will be proposed by CLEC to expand the capacity of SBC TEXAS' poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and

(c) what make-ready work, if any, is required to prepare the poles, conduits, or conduit system to accommodate CLEC's facilities.

3.36 Primary point of contact. The term "primary point of contact" refers to the persons designated by CLEC and SBC TEXAS, respectively, to coordinate arrangements for CLEC's access to SBC TEXAS' poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. SBC TEXAS' designated primary point of contact shall be the Utility Liaison Supervisor unless the parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between CLEC and the Utility Liaison Supervisor.

3.37 Rights-of-way. As used in this Appendix, the term "rights-of-way" refers generally to legal rights to pass over or use the land of another for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include, but are not limited to public rights-of-way authorizing SBC TEXAS to locate facilities on, under, or over public lands and roadways servitudes created by private easements or obtained through the exercise of eminent domain authority enabling SBC TEXAS to pass over, place facilities on, and have rights of ingress and egress to the and of another. Rights-of-way also include

easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by SBC TEXAS' facilities.

3.38 Sheath. The term "sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.

3.39 Spinning. The term "spinning" refers to a method of attaching a cable or inner-duct to a supporting strand. "Spinning" is sometimes referred to as "lashing."

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

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

3.42 Strand. The term "strand" refers to support wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term "strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "anchor/guy strands," "down guys," "guy strands," "pole-to-pole guys," and "messengers."

3.43 Telecommunications Act of 1996. The term "Telecommunications Act of 1996" refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.

3.44 Third party. The terms "third party" and "third parties" refer to persons and entities other than the parties to this Appendix (that is, persons and entities other than CLEC and SBC TEXAS).

3.45 Utility Liaison Supervisor ("ULS"). The terms "Utility Liaison Supervisor" and "ULS" refer to the person or persons designated by SBC TEXAS to be responsible for handling and processing requests for access to SBC TEXAS' poles, ducts, conduits, and rights-of-way in this State. The term "ULS" connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Appendix or in the parties' interconnection agreement, if any, the ULS shall serve as CLEC's single point of contact for arranging access to SBC TEXAS' poles, ducts, conduits, and rights-of-way and access to SBC TEXAS' records relating to SBC TEXAS' poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for this State is identified in EXHIBIT VIII.

3.46 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, SBC TEXAS' conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Appendix.

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

ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

4.01 Scope of Agreement. This Appendix establishes procedures for grants of non-discriminatory access to SBC TEXAS poles, ducts, conduits, and rights-of-way located within this State, without regard to whether the site is located on public or private property.

4.02 No Transfer of Property Rights. Nothing contained in this Appendix or any license issued hereunder shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Appendix and licenses issued hereunder shall not create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. No use,

however extended, of SBC TEXAS' poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in CLEC any right, title, or interest in or to any real or personal property owned by SBC TEXAS, and the placement of CLEC's facilities on or in SBC TEXAS' poles, ducts, conduits and rights-of-way shall not create or vest in SBC TEXAS any right, title, or interest in such facilities.

4.03 No Effect on SBC TEXAS' Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way. Except as provided in subsections (a)-(b) of this section, nothing contained in this Appendix or any license subject to this Appendix shall in any way affect SBC TEXAS' right to abandon, convey, or transfer to any other person or entity SBC TEXAS' interest in any of SBC TEXAS' poles, ducts, conduits, or rights-of-way.

(a) SBC TEXAS shall give CLEC no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way (1) to or in which CLEC has attached or placed facilities pursuant to this Appendix or (2) with respect to which CLEC has been assigned pole attachment or conduit occupancy space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

(b) Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with SBC TEXAS or to any entity which acquires or succeeds to ownership of substantially all of SBC TEXAS' assets shall be subject to CLEC's rights under this Appendix and licenses subject to this Appendix.

4.04 No Effect on SBC TEXAS' Rights to Manage its Facilities. Except to the extent expressly provided by the provisions of this Appendix and subject to the provisions of the Telecommunications Act of 1996 and other applicable laws, rules, and regulations, nothing contained in this Appendix shall be construed as limiting or interfering with SBC TEXAS' rights to:

(a) locate, relocate, move, replace, modify, maintain, and operate its own facilities (including but not limited to SBC TEXAS' poles, ducts, conduits and rights-of-way, and any of SBC TEXAS' facilities attached thereto or located therein) at any time and in any manner which SBC TEXAS deems appropriate to serve its own customers, avail itself of new business opportunities, or otherwise meet its own business needs; or

(b) enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities on or in SBC TEXAS' poles, ducts, conduits, or rights-of-way,

provided, however, that such relocations, moves, replacements, modifications, maintenance, and operations or new agreements or arrangements shall not interfere with CLEC's pole attachment, right-of-way, or conduit occupancy use rights provided pursuant to this Appendix.

4.05 No Effect on CLEC's Rights to Manage its Own Facilities. This Appendix shall not be construed as limiting or interfering with CLEC's right to conduct its normal business operations in serving its customers or to avail itself of new business opportunities except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

4.06 No Right to Interfere with Facilities of Others. Except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules, or regulations, the provisions of this Appendix shall not be construed as authorizing either party to this Appendix, or persons acting on their behalf, to rearrange or interfere in any way with the facilities of the other party or joint users or with the use of or access to such facilities by the other party or joint users.

ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

5.01 Public Rights-of-Way. SBC TEXAS and CLEC agree that neither party has the right to restrict or interfere with the other party's access to public rights-of-way. SBC TEXAS and CLEC shall each be responsible for obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body, subject to the procedures set forth in Section 5.03 below.

5.02 Private Rights-of-Way Not Owned or Controlled by SBC TEXAS. SBC TEXAS and CLEC agree that neither party has the right to restrict or interfere with the other party's access to private rights-of-way not owned or

controlled by SBC TEXAS. Each party shall make its own, independent legal assessment of its right to enter upon or use the land or property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations, subject to the procedures set forth in Section 5.03 below.

5.03 Access to Associated Rights-of-Way. Each pole attachment and conduit occupancy license made under this Appendix shall include access to and use of all associated rights-of-way, including, but not limited to, rights-of-way required by CLEC for ingress, egress, or other access to any sites where SBC TEXAS' solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of SBC TEXAS' solely or partly owned or controlled conduit system are located, but only to the extent, if any, that SBC TEXAS has the legal authority to grant such access and use. SBC TEXAS also agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter. SBC TEXAS agrees that it shall place no restrictions on CLEC's ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those SBC TEXAS places on itself.

(a) Although SBC TEXAS shall afford access to rights-of-way owned or controlled by it and permit CLEC to utilize SBC TEXAS' rights-of-way to the extent that SBC TEXAS has legal authority to do so, CLEC acknowledges that SBC TEXAS may not own or control certain rights-of-way to the extent necessary to permit CLEC full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party real estate:

(1) CLEC shall first attempt to obtain right-of-way directly from the property owner.

(2) If SBC TEXAS has legal authority to permit access by CLEC to a right-of-way on third-party property, SBC TEXAS will not restrict CLEC's use of the right-of-way.

(3) If CLEC has the right of eminent domain under state law, CLEC shall independently attempt to obtain the right-of-way it seeks through the exercise of that right.

(b) SBC TEXAS and CLEC agree that dark fiber and unused four-wire copper cable are not considered "poles, conduits, and rights-of-way".

5.04 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures. SBC TEXAS will provide CLEC nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.03 above, to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. SBC TEXAS will place no restrictions on access to such rights-of-way that are more restrictive than those SBC TEXAS places on itself; provided, however, that neither party shall conduct activities on such rights-of-way which interfere with the facilities of the other party, with the privacy of communications carried over the other party's network, or with the other party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to ducts, conduits, and risers which serve no purpose other than to provide a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting CLEC access to such structures.

ARTICLE 6: SPECIFICATIONS

6.01 Compliance with Requirements, Specifications, and Standards. CLEC agrees that CLEC's facilities attached to SBC TEXAS' poles or occupying space in its ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix.

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

6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines SBC TEXAS applied to itself as of January 1, 1996, consistent with considerations of safety, reliability, and or engineering practices, SBC TEXAS agrees to permit CLEC at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole attachments on both the "field" side and "road" side of a pole; (b) placement of extension arms or stand-off brackets on poles; and (c) building conduit branches into SBC TEXAS' conduit systems. CLEC acknowledges that use of the above techniques will be rare, and will be permitted only on a case-by-case basis.

6.04 Published Standards. SBC TEXAS and CLEC agree that the following standards equally apply to either party with respect to facilities attached to or placed in SBC TEXAS' poles, ducts, conduits, and rights-of-way and further agree that facilities shall be placed, constructed, maintained, repaired, and removed in accordance with, current (as of the date when such work is performed) editions of the following publications:

(a) the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

(b) the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and

(c) the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").

6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01 through 6.04 above, facilities placed in SBC TEXAS' conduit system after the effective date of this Appendix shall meet all of the electrical design specifications set forth in this Section.

(a) No facilities shall be placed in SBC TEXAS' conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in SBC TEXAS' conduit system which causes or may cause electrical interference with the facilities of the other party or joint users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either party or a joint user. If either party is notified by the other party or a joint user that its facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the party notified shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining party or joint user to resolve the issue.

(b) Facilities placed in SBC TEXAS' conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.

(c) Facilities placed in SBC TEXAS' conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

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

(e) Coaxial cable placed in SBC TEXAS' conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

(f) CLEC shall not circumvent the corrosion mitigation measures of SBC TEXAS or joint users.

6.06 Additional Physical Design Specifications: Conduit. Facilities placed in SBC TEXAS' conduit system following the effective date of this Appendix shall meet all of the following physical design specifications:

(a) Except as otherwise specifically agreed in this Appendix or licenses issued hereunder CLEC's facilities shall enter SBC TEXAS' conduit system at locations consistent with the physical design specifications that SBC TEXAS applies to itself (typically through a manhole) or at such other designated locations

agreed upon in writing (e.g., through the licensing process) by the parties in accordance with Section 6.03 (infrequent construction techniques and connectivity solutions).

(b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in SBC TEXAS' conduit or ducts.

(c) The integrity of SBC TEXAS' conduit system and overall safety of personnel require that "dielectric cable" be used within SBC TEXAS' conduit system when a cable facility utilizes a duct or route shared in the same trench by any electric transmissions facility such as the facilities of a power utility.

(d) New construction splices in cables (including but not limited to fiber optic and twisted pair cables) shall be located in manholes, pull boxes or handholes.

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

6.08 Specifications Applicable to Connections: Conduit. Except as otherwise specifically agreed in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing, the following specifications apply to connections of CLEC's conduit to SBC TEXAS' conduit system:

(a) CLEC shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is part of SBC TEXAS' conduit system except as provided in this Appendix or licenses issued hereunder**,** or as mutually agreed upon by the parties in writing.

(b) Nothing contained in subsection (a) shall be construed as precluding CLEC or qualified personnel acting on CLEC's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placing and splicing of cable.

(c) Where CLEC's duct or facility physically connects with SBC TEXAS' manhole the section of CLEC's facility which connects to SBC TEXAS' manhole shall be installed by SBC TEXAS or its contractor at CLEC's expense (which shall be SBC TEXAS' actual costs or the price charged SBC TEXAS by the contractor). SBC TEXAS will perform this work in an interval consistent with the intervals SBC TEXAS performs work for itself. If SBC TEXAS' interval for beginning or completing this work does not meet CLEC's needs, CLEC as an authorized contractor may perform the work itself or use subcontractor(s) selected by CLEC from a list of mutually agreeable qualified "bidders" developed by SBC TEXAS and CLEC.

(d) SBC TEXAS will have the option to monitor the entrance and exit of CLEC's facilities into SBC TEXAS' conduit system and the physical placement of CLEC's facilities in SBC TEXAS' conduit system. Notice requirements for, and expenses associated with, this monitoring are addressed in Section 6.11 of this Appendix.

(e) If CLEC constructs or utilizes a duct connected to SBC TEXAS' conduit system, the duct and all connections between that duct and SBC TEXAS' conduit system shall be sealed to prevent the entry of gases or liquids into SBC TEXAS' conduit system. If CLEC's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into SBC TEXAS' conduit system.

6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety. The parties contemplate that CLEC, its contractors, and other persons acting on its behalf will perform work for CLEC on, within, and in the vicinity of SBC TEXAS' poles, ducts, conduits, and rights-of-way. The provisions of this Section are intended to protect the integrity of the networks, facilities and operations of SBC TEXAS, CLEC and joint users, to protect the health and safety of persons working on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, and rights-of-way, and to protect the public at large.

(a) Neither party nor any person acting on such party's behalf shall permit any person to climb on or work on SBC TEXAS' poles or in the vicinity of SBC TEXAS' poles, or enter SBC TEXAS' manholes or work within or in the vicinity of SBC TEXAS' conduit system, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the pole or conduit system and to perform the work safely.

(b) Neither party nor any person acting on such party's behalf shall permit any person acting on its behalf to perform any work on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way without first verifying, to the extent practicable, on each date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the pole or any part of SBC TEXAS' conduit system) are sufficiently safe for the work to be performed. If CLEC or any person acting on CLEC's behalf determines that the condition of the pole, duct, conduit, conduit system, or rights-of-way is not safe enough for the work to be performed, CLEC shall notify SBC TEXAS of the condition of the pole or conduit system in question and shall not proceed with the work until CLEC is satisfied that the work can be safely performed.

(c) Neither party nor any person acting on such party's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way.

(d) When CLEC or personnel performing work on its behalf are working on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled rights-of-way, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC and its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC or its designated contractor will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. CLEC and its contractors shall have sole responsibility for the safety of all personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes.

(e) Neither party nor any persons acting on such party's behalf shall engage in any conduct which damages public or private property in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of or failure to remove its facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on its behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

(f) CLEC shall promptly suspend activities on, within, or in the vicinity of SBC TEXAS' poles, ducts, or conduits**,** if notified by SBC TEXAS that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). CLEC shall not resume such activities on or in the vicinity of CLEC's poles until CLEC is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of SBC TEXAS' conduit system until both CLEC and SBC TEXAS are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that SBC TEXAS requires CLEC to suspend work activities and it is later determined that the there was no reasonable basis for the work suspension, SBC TEXAS agrees to compensate CLEC for the cost resulting from the delay.

(g) All personnel acting on CLEC's behalf shall, while working on or in SBC TEXAS' poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any SBC TEXAS employee or representative, produce such identification.

(h) CLEC (and any person acting on CLEC's behalf) may report unsafe conditions on, within, or in the vicinity of SBC TEXAS' poles or conduit system to SBC TEXAS.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of SBC TEXAS' Conduit Systems. When SBC TEXAS or CLEC, their contractors, and other persons acting on their behalf perform work on, within, or in the vicinity of SBC TEXAS' ducts, conduits, and rights-of-way where such ducts or conduits are located, they will be guided by the following:

(a) Except as may be mutually agreed upon by the parties in writing, CLEC shall not "rod" or clear any duct or inner duct in SBC TEXAS' conduit system other than a duct or inner duct assigned to CLEC. Following the assignment of a specific duct or inner duct to CLEC, CLEC may request that SBC TEXAS rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, SBC TEXAS shall assign to CLEC the next available duct or inner duct. CLEC's request for assignment of the next available duct shall be in writing, may be transmitted to SBC TEXAS via fax or other transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by SBC TEXAS' own personnel.

(b) Personnel performing work within SBC TEXAS' conduit system on either party's behalf shall not climb on, step on, or otherwise disturb the cables, air pipes, equipment, or other facilities located in any manhole or other part of SBC TEXAS' conduit system.

(c) Personnel performing work within or in the vicinity of SBC TEXAS' conduit system (including any manhole) on either party's behalf shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

(d) All of CLEC's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards and any applicable construction standards adopted by SBC TEXAS and applicable to SBC TEXAS' own facilities.

(e) CLEC's facilities shall be plainly identified with CLEC's name in each manhole with a firmly affixed permanent tag that meets the identification standards set by SBC TEXAS for its own facilities.

(f) Manhole pumping and purging required in order to allow work operations to proceed shall be performed in accordance with the requirements of Sections 6.14 and 6.15.

(g) Planks or other types of platforms shall be supported only by cable racks.

(h) Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's behalf within or in the vicinity of SBC TEXAS' conduit system shall be of a type approved by SBC TEXAS and included on SBC TEXAS' then-current list of approved types of leak-detection liquids and devices; provided, however, that CLEC may use any type of leak detection liquid or device which meets Bellcore's published standards if SBC TEXAS has not provided CLEC SBC TEXAS' list of approved types of leak detection liquids or devices at least 60 days in advance of CLEC's work.

(i) CLEC and its contractors shall be responsible for providing proper ventilation while work is being performed in SBC TEXAS' conduit system on CLEC's behalf. Except for protective screens, no temporary cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.

(j) Smoking or the use of any open flame is prohibited in manholes, in any other portion of the conduit system, or within 10 feet of any open manhole entrance.

(k) Artificial lighting, when required by CLEC, will be provided by CLEC. Only explosion-proof lighting fixtures shall be used.

(l) Neither SBC TEXAS nor CLEC nor personnel performing work on its behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in SBC TEXAS' conduit system (including any manhole) during work operations performed within or in the vicinity of SBC TEXAS' conduit system.

(m) All parties shall abide by any laws, regulations, and ordinances regarding the use of spark producing tools, equipment, or devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes or in any other portions of the conduit system.

(n) Cable lubricants used in conduit systems shall be of a type or types approved by SBC TEXAS and included on SBC TEXAS' then-current list of approved types of cable lubricants; provided, however, that CLEC may use any type of cable lubricant which meets Bellcore's published standards if SBC TEXAS has not provided CLEC SBC TEXAS' list of approved types of cable lubricants at least 60 days in advance of CLEC's work.

6.11 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of SBC TEXAS' manholes and access to SBC TEXAS' conduit system.

(a) CLEC will notify SBC TEXAS not less than 5 business days in advance before entering SBC TEXAS' conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

(b) The parties contemplate that CLEC may need to perform operations in SBC TEXAS' conduit system other than during normal business hours and may occasionally require access to manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, CLEC shall notify SBC TEXAS as soon as is reasonably possible of its intent to enter and perform work in the conduit system and SBC TEXAS shall not, without due cause and justification, insist on literal compliance with the scheduling requirements of subsection (a) in such circumstances. SBC TEXAS will establish procedures enabling SBC TEXAS to receive notices from CLEC under this subsection 24 hours a day, seven days a week.

(c) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.

(d) Where CLEC personnel, certified based on industry standards, perform installation, maintenance and similar routine work at SBC TEXAS sites, SBC TEXAS may, at its option, send one or more employees to review such work. CLEC and SBC TEXAS shall share the cost of a single SBC TEXAS employee reviewing the work during emergency and non-emergency situations. SBC TEXAS will not be compensated by CLEC for any additional employees reviewing the work. The SBC TEXAS employees assigned for review and inspection of CLEC personnel work must be available during all normal business hours for such assignments to minimize inconvenience to CLEC. If the work at SBC TEXAS sites is performed by a contractor agreed upon by CLEC and SBC TEXAS, SBC TEXAS shall be responsible for the costs of its employees sent to inspect the contractor's work. However, if the CLEC personnel perform work at the site of an interconnection point where the participation of SBC TEXAS personnel is integral for the successful completion of the work, CLEC is responsible for paying the costs of SBC TEXAS personnel reasonably needed for such work.

6.12 OSHA Compliance. Each party agrees:

(a) its facilities attached to SBC TEXAS' poles or placed in SBC TEXAS' ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder and

(b) all persons shall, when working on, within, or in the vicinity of SBC TEXAS' poles or conduit system, comply with OSHA and all rules and regulations thereunder.

6.13 Environmental Contaminants in SBC TEXAS' Conduit System. CLEC acknowledges that, from time to time, environmental contaminants may enter SBC TEXAS' conduit system and accumulate in manholes or other conduit facilities.

(a) CLEC may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to CLEC as CLEC may deem necessary to determine the presence at such sites of environmental contaminants. SBC TEXAS will assist CLEC, at CLEC's request and expense, in the performance of such inspections and tests.

(b) SBC TEXAS makes no representations to CLEC or personnel performing work on CLEC's behalf that SBC TEXAS' poles, ducts, conduits, or rights-of-way will be free from environmental contaminants at

any particular time. Before entering a manhole or performing any work within or in the vicinity of SBC TEXAS' conduit system or any other site subject to access under this Appendix, CLEC or personnel acting on CLEC's behalf shall independently determine, to their satisfaction, whether such contaminants are present and conduct their work operations accordingly.

(c) Each party shall promptly notify the other of environmental contaminants known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to CLEC if, in the sole judgment of such party, such environmental contaminants create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.

(d) Nothing contained in this Appendix (including but not limited to the acknowledgments and representations set forth in this Section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws.

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

(a) All persons acting on CLEC's or SBC TEXAS' behalf, including but not limited to CLEC's or SBC TEXAS' employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). CLEC and SBC TEXAS agree that their facilities attached to SBC TEXAS' poles or placed in SBC TEXAS' ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, licenses or the like). CLEC and SBC TEXAS shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.

6.16 Responsibility for Condition of Facilities. Each party will be responsible at all times for the condition of its facilities (including but not limited to those extending from SBC TEXAS' poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

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

7.01 Designation of Primary Points of Contact. Each party will, at the request of the other party, designate a primary point of contact to facilitate communications between the parties and the timely processing of CLEC's applications for access to SBC TEXAS' poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, SBC TEXAS' primary point of contact shall be the Utility Liaison Supervisor identified in EXHIBIT VIII. Designation of primary points of contact pursuant to this Section shall not affect notice requirements or other legal requirements set forth in other provisions of this Appendix or the parties' interconnection agreement.

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

7.03 Access to Records Relating to SBC TEXAS' Poles, Ducts, Conduits, and Rights-of-Way. This Section establishes procedures through which certain records and information relating to SBC TEXAS' poles, ducts, conduits, and rights-of-way will be made available to CLEC. Access to such records and information shall

be conditioned on CLEC's execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement (SBC TEXAS Pole, Duct, Conduit, and Rights-of-Way) attached to this Appendix as Exhibit V or such other nondisclosure agreement as shall be mutually acceptable to the parties, and no person acting on CLEC's behalf shall be granted access to such records and information without first signing such a nondisclosure agreement. CLEC shall reimburse SBC TEXAS for all reasonable costs incurred by SBC TEXAS in granting CLEC's requests for access to records and information under this Section.

(a) CLEC shall, after the effective date of this Appendix, have reasonable access to SBC TEXAS' pole and conduit maps and records. CLEC shall be permitted to examine these records during regular business hours at a location where copies of such records are maintained or at such other location as may be mutually agreed upon by the parties. Access to such maps and records shall be by appointment only, and SBC TEXAS shall make such maps and records available for inspection by CLEC on two business days notice; provided, however, that CLEC shall, as a courtesy, whenever feasible, provide SBC TEXAS with additional advance notice (e.g., 10 business days) of its intent to examine such records.

(b) The access described in subsection (a) shall include the right to make copies, at CLEC's expense. In all instances, such access shall include the ability to take notes and make drawings with references to those maps and records. No references to cable counts or circuit information may be included in any such copies, notes, or drawings. With respect to customer-specific information, CLEC copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes. CLEC's copies, notes, and drawings may include estimates regarding the physical characteristics (such as size and weight) of cables when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SBC TEXAS' poles, ducts, conduits, and rights-of-way for CLEC's intended uses.

SBC TEXAS shall provide CLEC the best information available from SBC TEXAS' current pole and conduit maps and records. SBC TEXAS represents that such records reflect approximate geographical locations of the facilities depicted and may not accurately reflect information such as:

(1) the exact location of the facilities depicted;

(2) the physical size, characteristics, or condition of the facilities depicted;

(3) the ducts or inner ducts presently occupied, assigned, or available within any particular conduit segment or manhole;

(4) the arrangement of facilities attached to a pole, the position of facilities suspended between poles or their relationship to each other and to the ground, or the positioning of cables and other facilities housed within ducts, conduits, manholes or other portions of SBC TEXAS' conduit system; and

(5) other information which must be assessed before it can be determined that space is available on or in a pole, duct, or conduit for the attachment or occupancy of CLEC's facilities or that the pole, duct, or conduit depicted is suitable for CLEC's intended use.

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

(a) After the effective date of this Agreement, SBC TEXAS shall permit CLEC to view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this Section shall preclude CLEC from visually inspecting SBC TEXAS' poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to CLEC without SBC TEXAS' permission.

(b) CLEC shall not enter any SBC TEXAS manhole for the purpose of performing a pre-occupancy inspection without complying will all applicable requirements set forth in Article 6 of this Appendix, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

8.01 Selection of Space. SBC TEXAS will select or approve CLEC's selection of the space CLEC will occupy on poles or in conduit systems based upon the same criteria SBC TEXAS applies to itself as referenced in Article 6. In conduit systems owned or controlled by SBC TEXAS, maintenance ducts (as defined in Section 3.24) shall not be considered available for CLEC's use except as specifically provided elsewhere in this Appendix. All other ducts, inner ducts, sub-ducts, and partitioned conduits which are not assigned or occupied shall be deemed available for use by SBC TEXAS, CLEC, and third parties entitled to access under the Pole Attachment Act.

8.02 Pole, Duct, and Conduit Space Assignments. Pole, duct, and conduit space will be assigned to CLEC as provided in this Section. Information received by SBC TEXAS in connection with this Section shall be subject to the provisions of Article 23 of this Appendix (Confidentiality of Information).

(a) On receipt of CLEC's application for a pole attachment or conduit occupancy license, the associated pole, duct, and conduit space shall be assigned to CLEC for a pre-occupancy period not to exceed 12 months, beginning with the date of such assignment. The assignment (and date and time) of assignment shall be logged and recorded in the appropriate SBC TEXAS records.

(b) CLEC's obligation to pay semi-annual pole attachment or conduit occupancy fees shall commence from the date the assignment or provisional assignment is logged and recorded in the appropriate SBC TEXAS records.

(c) During the 12-month assignment period following the date space is assigned to CLEC and entered into the appropriate SBC TEXAS record, SBC TEXAS shall not occupy or use such space without CLEC's permission, shall not assign such space to any party other than CLEC, and shall not knowingly permit any party other than CLEC to occupy or use such space without CLEC's permission except as otherwise specifically provided in this Appendix. The assignment to CLEC shall automatically lapse 12 months after the date the assignment has been entered into the appropriate SBC TEXAS record if CLEC has not occupied such assigned space within such 12-month period; provided, however, that if CLEC's failure to occupy the space within such 12-month period results from SBC TEXAS' failure to perform make-ready work on schedule, the parties shall negotiate a single extension of the assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of SBC TEXAS' make-ready work; and, provided further, that if CLEC can demonstrate that its failure to occupy the space within such 12-month period results from the actions of SBC TEXAS or third parties other than persons acting on CLEC's behalf, or from acts of God, the assignment may be extended for a period no longer than three months from the date CLEC is first able to commence construction activities at the site involved. Assignments to third parties shall be subject to the same rules applicable to CLEC under this subsection. Extensions permitted under this subsection must be requested in writing before expiration of the original 12-month period and shall be recorded on the appropriate SBC TEXAS records available for inspection under Section 7.03.

(d) SBC TEXAS may assign space to itself by making appropriate entries in the same records used to log assignments to CLEC and third parties. If SBC TEXAS assigns pole, duct, or conduit space to itself, such assignment shall automatically lapse 12 months after the date the assignment has been entered into the appropriate SBC TEXAS record if SBC TEXAS has not occupied such assigned space within such 12-month period; provided, however, that if SBC TEXAS' failure to occupy the space within such 12-month period results from the actions of CLEC or third parties other than persons acting on SBC TEXAS' behalf, or from acts of God, SBC TEXAS' assignment may be extended for a period no longer than three months from the date SBC TEXAS is able to commence construction at the site involved. Extensions permitted under this subsection must be recorded before expiration of the original 12-month period on the appropriate SBC TEXAS records available for inspection under Section 7.03.

(e) If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to CLEC or SBC TEXAS under this Section, the party to whom such space has been assigned shall reimburse the person or entity incurring the costs for such facilities modifications,

capacity expansions, or make-ready work, if the party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period or any extension thereof.

(f) Except as provided in subsections (c)-(d) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables CLEC, SBC TEXAS, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.

8.03 Immediate Occupancy. This Section implements the parties' stipulation (Stipulation CLEC 62, made a part of the Arbitration Award in Texas PUC Docket No. 16226) that SBC TEXAS "make available to CLEC for immediate occupancy any duct, conduit, or pole space that is not currently assigned to a local service provider, or other entity" in a manner consistent with the parties' stipulations (Stipulations CLEC 59, 60, and 66 made a part of the Arbitration Award in Texas PUC Docket No. 16226) dealing with the performance of make-ready work, inner duct installation, and removal of retired or inactive cables. SBC TEXAS shall, within 60 days after the effective date of this Appendix, adopt interim procedures which will provide CLEC the ability to attach or place facilities on or in SBC TEXAS' poles, ducts, conduits, and rights-of-way on an immediate basis when such space is available for CLEC's use and no make-ready work or infrequent construction techniques or connectivity solutions are required. SBC TEXAS may, on 60 days advance notice to CLEC, revise or terminate such interim procedures if they prove to be unworkable, in which event CLEC may seek renegotiation of this Appendix or challenge SBC TEXAS' decision in accordance with procedures available to CLEC under applicable federal and state laws, regulations, and commission orders. The special procedures established under this Section shall supplement, rather than replace, the regular assignment and licensing procedures set forth in Articles 8-10 of this Appendix, are intended to be used only under special circumstances (e.g., when the regular procedures allow insufficient time to meet customer service commitments or resolve non-routine construction or network contingencies), shall not be used on a routine basis, and shall be consistent with subsections (a)-(f) below.

(a) Upon giving SBC TEXAS the notice required by this subsection, CLEC may immediately occupy space assigned or provisionally assigned to CLEC pursuant to Section 8.02 of this Appendix. The notice shall be contained in either a notice of intent to occupy as provided in Section 8.02(b) or a license application under Section 9.02. CLEC shall not give such notice or occupy such space without first reviewing SBC TEXAS' records and determining that the records reflect that the space sought is available.

(b) CLEC shall not occupy space which has not been assigned or provisionally assigned to CLEC. The assignment must be recorded on the appropriate SBC TEXAS records, as provided in Section 8.02, prior to CLEC's occupancy. If CLEC subsequently determines that the records are inaccurate and that the space assigned to CLEC is not available, or that the space assigned is not suitable for CLEC's intended use, CLEC shall, within one business day, notify SBC TEXAS in writing that it no longer intends to occupy the space earlier assigned and is releasing the assignment. Except as otherwise provided in this subsection, CLEC shall not occupy other space on the pole or in the duct or conduit without first obtaining an assignment or provisional assignment of the space which CLEC will occupy. To avoid high or unusual expenditures resulting from unanticipated conditions at the site, CLEC may occupy space not assigned to CLEC subject to the following terms and conditions.

(1) CLEC may occupy the next available space shown on SBC TEXAS' records as available at the time of CLEC's last review of the records. CLEC shall not knowingly occupy space occupied by or assigned to SBC TEXAS or any third party without consent of the party to whom the space has been assigned.

(2) Within one business day after occupying such space, CLEC shall submit to SBC TEXAS a written notice of intent to occupy or an application for the space occupied showing the reason for CLEC's use of the space occupied.

(3) CLEC shall bear the risk that space occupied by CLEC pursuant to this Section was assigned to SBC TEXAS or a third party during the period between CLEC's last review of the records and CLEC's occupancy of such space. After occupying space not previously assigned to CLEC, CLEC shall review the records and promptly notify the affected party if CLEC determines that it has

occupied space assigned to such party. At the request of the party to whom such space has been assigned, CLEC shall, within 24 hours, or within such other period of time mutually agreed to by the parties affected, remove its facilities from the space in question if the parties affected cannot reach an acceptable alternative solution. SBC TEXAS and CLEC anticipate that all parties affected will act in good faith to work out acceptable solutions and that the parties affected will not insist on strict adherence to the 24-hour removal requirement unless there is a legitimate business need for compelling removal within such time period.

(4) SBC TEXAS shall be entitled to recover from CLEC actual costs, if any, directly incurred by SBC TEXAS as a result of CLEC's decision under this subsection to occupy space subject to a valid prior assignment to SBC TEXAS. CLEC shall indemnify, on request defend, and save SBC TEXAS harmless from any injury, loss, damage, liability, or claim asserted against SBC TEXAS by any third party resulting from CLEC's decision under this subsection to occupy space assigned to such third party.

(c) Nothing in this Section authorizes CLEC to place its facilities on or in any pole, duct, or conduit space already occupied by the facilities of SBC TEXAS or a third party, even if the presence of such facilities is not reflected on SBC TEXAS' records.

(d) Nothing in this Section authorizes CLEC, without first obtaining SBC TEXAS' written authorization, to (1) place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by CLEC) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.

(e) If CLEC has not done so already, within 24 hours after occupying space pursuant to this Section, CLEC will submit to SBC TEXAS an application for the space occupied as provided in Section 9.02 of this Appendix. The application may be submitted by fax.

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

ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS

9.01 Licenses Required. CLEC shall apply in writing for and receive a license before attaching facilities to specified SBC TEXAS poles or placing facilities within specified SBC TEXAS ducts or conduits manholes, or handholes. License applications and information received by SBC TEXAS in connection with such applications shall be subject to the provisions of Article 23 of this Appendix (Confidentiality of Information).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by CLEC and other parties seeking access to SBC TEXAS' poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between SBC TEXAS' personnel and personnel acting on behalf of CLEC and other firms seeking access. The parties therefore agree to the following transitional procedures which shall remain in effect during the term of this Appendix unless earlier modified by mutual agreement of the parties.

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

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

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

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

9.04 CLEC's Priorities. When CLEC has multiple applications on file within a single SBC TEXAS construction district, CLEC shall, at SBC TEXAS' request, designate its desired priority of completion of pre-license surveys, capacity expansions, make-ready work, and facilities modifications with respect to all such applications.

9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by SBC TEXAS after CLEC has submitted its written license application as specified in Section 9.02 of this Appendix. SBC TEXAS will not, without due cause and justification, repeat pre-occupancy survey work performed by CLEC.

(a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by SBC TEXAS or its authorized representative. Primary purposes of the field inspection will be to enable SBC TEXAS to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate CLEC's facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SBC TEXAS' poles, ducts, conduits, rights-of-way, and associated facilities for CLEC's proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

(b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by SBC TEXAS.

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

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

10.01 Response Within 45 Days. Within 45 days of CLEC's submission of a license application pursuant to Section 9.02 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, SBC TEXAS shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if SBC TEXAS personnel involved in the

processing of CLEC's request for access become aware of hazardous substances at the site requested by CLEC, SBC TEXAS shall promptly advise CLEC and shall, at CLEC's request, discuss alternatives to denial and issues associated with the presence of such hazardous substances.

(a) If access is granted, SBC TEXAS shall, no later than 45 days after CLEC's submission of the license application, further advise CLEC in writing (1) what facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare SBC TEXAS' pole or conduit facilities (2) provide CLEC an estimate of charges for such facilities modifications, capacity expansions, or make-ready work, (3) disclose to CLEC any hazardous substances known by SBC TEXAS to be present at the site.

(b) If access is denied, SBC TEXAS will confirm the denial in writing by the 45th day after the receipt by SBC TEXAS of CLEC's completed application. The denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If CLEC in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.

(c) CLEC agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, CLEC shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on SBC TEXAS of processing and responding to the application.

(d) Notwithstanding the 45-day deadline, SBC TEXAS will, pursuant to Section 8.03 of this Appendix, make available to CLEC for immediate occupancy any duct, conduit, or pole space not currently assigned, not designated as the maintenance duct, and not subject to applicable make-ready requirements. Availability shall be based on the appropriate SBC TEXAS records to be maintained by SBC TEXAS but which will be made available for viewing by CLEC on two business days notice as provided in Section 7.03 of this Appendix. CLEC will bear all risks resulting from the possibility that space which appears from the records to be available is not in suitable condition to be used by CLEC.

(e) If SBC TEXAS fails to respond in writing within 30 days of SBC TEXAS' documented receipt of a license application pursuant to Section 9.02 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, CLEC may by written notice inquire whether SBC TEXAS intends to deny CLEC's request for access. After such notice has been given and receipt by SBC TEXAS of a properly submitted license application has been confirmed, SBC TEXAS' failure to respond in writing within 15 days after receipt of the notice shall be deemed to constitute approval of the request for access. In such event, CLEC shall be entitled to occupy the space requested without the formality of a license; provided, however, that nothing contained in this subsection shall authorize CLEC to occupy space already occupied or subject to a prior valid space assignment to SBC TEXAS or any third-party; and provided further that nothing in this subsection authorizes CLEC, without first obtaining SBC TEXAS' written authorization, to (1) place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by CLEC) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.

10.02 Obligation to Construct or Modify Facilities; Capacity Expansions. The parties agree that SBC TEXAS may grant access subject to CLEC's approval of such make-ready work or facilities modifications as may be required to expand capacity to accommodate CLEC's request, in which event CLEC shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If SBC TEXAS does not offer to expand capacity and denies CLEC's request for access, SBC TEXAS shall promptly notify CLEC of such determination. SBC TEXAS shall not deny CLEC's request for access on lack of capacity grounds when capacity can be expanded as provided in this Section and in Section 6.03 of this Appendix dealing with infrequent construction techniques and connectivity solutions:

(a) SBC TEXAS agrees to modify its outside plant facilities to the extent that CLEC agrees to pay for the modification at cost, such as but not limited to cable consolidations, as long as such modifications are

consistent with capacity, safety, reliability, and engineering considerations which SBC TEXAS would apply to SBC TEXAS if the work were performed for its own benefit. SBC TEXAS may recover from CLEC the costs of modifying its outside plant facilities for CLEC's space. SBC TEXAS will require payment of the full amount in advance, subject to true-up of the estimated costs with the actual costs. To facilitate the sharing of costs by all parties benefiting from the modification, SBC TEXAS notify CLEC if any entity attaches facilities to additional capacity on SBC TEXAS' poles or conduits created at CLEC's expense.

(b) SBC TEXAS agrees to install inner duct in a timely manner to accommodate CLEC's space needs in accordance with the same time interval SBC TEXAS provides to itself If SBC TEXAS' interval for beginning or completing make-ready work does not meet CLEC's needs, CLEC, as a qualified contractor, may perform the inner-duct installation itself or utilize authorized subcontractor(s) selected by CLEC from a list of qualified "bidders" developed by SBC TEXAS and CLEC. When inner duct is installed by CLEC or an authorized contractor in SBC TEXAS' conduit system, CLEC shall bear all installation expenses. Inner duct installed by CLEC or an authorized contractor shall be installed in accordance with the same standards and practices which would be followed if the inner duct were being installed by SBC TEXAS or SBC TEXAS' contractors. CLEC will indemnify SBC TEXAS for damages, resulting from CLEC's self-provisioning of the inner-duct.

(c) SBC TEXAS agrees to, remove cables at its expense that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, CLEC, at its option, may excavate the obstruction or request that SBC TEXAS excavate the obstruction. The excavation would be at CLEC's expense; removal of the cable would be at SBC TEXAS' expense.

10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If, on the basis of CLEC's representations or SBC TEXAS' field inspection, if any, SBC TEXAS determines that no make-ready work is necessary to accommodate CLEC's facilities, SBC TEXAS will issue a license without performing make-ready work and pole attachment or conduit occupancy space will be made available to CLEC for immediate occupancy. Immediate occupancy prior to the issuance of a license shall be governed by Section 8.03.

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

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

(b) If SBC TEXAS' interval for beginning or completing make-ready work does not meet CLEC's needs, CLEC may, as an authorized contractor, perform the make-ready work itself or arrange for the work to be performed by an authorized contractor selected by CLEC from the applicable list of authorized contractors. Subject to the availability of personnel, CLEC may also request that SBC TEXAS perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless CLEC first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.

(c) From time to time, additional contractors or other vendors may be approved by CLEC and SBC TEXAS to perform make-ready work in the event that the workload exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.

(d) Nothing contained in this Section authorizes CLEC, any authorized contractor selected by CLEC, or any other person acting on CLEC's behalf to consolidate SBC TEXAS' cables, remove slack or perform any splicing (wire work).

10.05 Make-ready Work. If SBC TEXAS determines that make-ready work will be necessary to accommodate CLEC's facilities, SBC TEXAS shall promptly notify CLEC of the make-ready work proposed to enable the accommodation of CLEC's facilities.

(a) The notice shall be given in writing no later than 45 days after the receipt by SBC TEXAS of CLEC's completed application pursuant to Section 9.02 of this Appendix or within such other period of time as may be mutually agreed upon in writing by the parties.

(b) The notice will include SBC TEXAS' estimate of make-ready charges, which estimate shall be stated on SBC TEXAS Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of EXHIBIT III.

(c) CLEC shall have 20 days (the "acceptance period") after receiving SBC TEXAS' estimate of make-ready charges to authorize completion of the make-ready work proposed by SBC TEXAS or to advise SBC TEXAS of its willingness to perform the proposed make-ready work itself. If CLEC advises SBC TEXAS that it is willing to perform the make-ready work proposed by SBC TEXAS in accordance with a design approved by SBC TEXAS, and SBC TEXAS' specifications, SBC TEXAS will not, without due cause and justification, refuse to accept CLEC's offer to perform the work. Authorization shall be accomplished by CLEC's signing the estimate and returning it to SBC TEXAS within the 20-day acceptance period.

(d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by CLEC's signing the revised estimate and returning it to SBC TEXAS within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.

(e) If CLEC does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, CLEC shall notify SBC TEXAS in writing by the 20th day whether CLEC is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c) or electing to treat SBC TEXAS' make-ready requirements as a denial of access.

(1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, SBC TEXAS shall contact CLEC to determine whether CLEC intends to withdraw its application. CLEC shall be deemed to have withdrawn its application if, in response to SBC TEXAS' inquiry, CLEC does not immediately sign and return the estimate to SBC TEXAS.

(2) If CLEC timely notifies SBC TEXAS that it is electing to treat SBC TEXAS' make-ready requirements as a denial of access, SBC TEXAS shall, within 20 days after receiving the notice, provide CLEC with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting SBC TEXAS' decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to SBC TEXAS' decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for SBC TEXAS' make-ready proposals and specifically address SBC TEXAS' rationale for rejecting CLEC's alternative written proposals, if any.

10.06 Multiple Applications. Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.

10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. CLEC shall make arrangements with the owners of other facilities attached to SBC TEXAS' poles or occupying space in SBC TEXAS' conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of CLEC's facilities to or in SBC TEXAS' poles, ducts, and conduits.

10.08 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate CLEC facilities, CLEC shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to SBC TEXAS for the use of such additional capacity. If SBC TEXAS utilizes additional space or capacity created at CLEC's expense, SBC TEXAS will reimburse CLEC on a pro rata basis for SBC TEXAS' share, if any, of CLEC's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. SBC TEXAS will notify CLEC if any entity, including SBC TEXAS, attaches facilities to additional capacity on SBC TEXAS' structure created at CLEC's expense. SBC TEXAS shall not be required to collect or remit any such amounts to CLEC, to resolve or adjudicate disputes over reimbursement between CLEC and Other Users.

10.09 License and Attachment. After all required make-ready work is completed, SBC TEXAS will issue a license confirming that CLEC may attach specified facilities to SBC TEXAS' poles or place specified facilities in SBC TEXAS' conduit system. CLEC shall have access to attach or place only those facilities specifically described in licenses subject to this Appendix, and no others, except as otherwise specifically provided in (a) Sections 8.03 and 12.03 or other provisions of this Appendix, (b) any other written agreement between the parties providing for such access, or (c) the provisions of any applicable tariffs or commission orders.

ARTICLE 11: CONSTRUCTION OF CLEC'S FACILITIES

11.01 Responsibility for Attaching and Placing-Facilities. Each party shall be responsible for the actual attachment of its facilities to SBC TEXAS' poles and the actual placement of its facilities in SBC TEXAS' ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. In this regard, each party shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, and rights-of-way.

11.02 Construction Schedule. After the issuance of a license, CLEC shall provide SBC TEXAS with an updated construction schedule and shall thereafter keep SBC TEXAS informed of anticipated changes in the construction schedule. Construction schedules received by SBC TEXAS shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information). Construction schedules required by this Section shall include, at a minimum, the following information:

(a) the name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

(b) the names of each contractor and subcontractor that will be involved in the construction activities;

(c) the estimated dates when construction will begin and end; and

(d) the approximate dates when CLEC or personnel working on CLEC's behalf will be performing construction work in connection with the attachment of CLEC's facilities to SBC TEXAS' poles or the placement of CLEC's facilities in any part of SBC TEXAS' conduit system.

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

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

12.02 Routine Maintenance of CLEC's Facilities. Each license granted under this Appendix authorizes CLEC to engage in routine maintenance of facilities located on or within SBC TEXAS' poles, ducts, and conduits pursuant to such license. Routine maintenance does not include the replacement or modification of CLEC's facilities in any manner which results in CLEC's attachments differing substantially in size, weight, or physical characteristics from the attachments described in CLEC's license.

12.03 Installation of Drive Rings and J-Hooks. CLEC may install drive rings and J-hooks on SBC TEXAS' poles for the attachment of drop wires as specified in this Section.

(a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to CLEC.

(b) If attachment space has already been licensed to CLEC on a given SBC TEXAS pole, CLEC may install drive rings and J-hooks within the space assigned to CLEC (e.g., typically six inches above and six inches below CLEC's point of attachment on the pole if the point of attachment is in the center of the space assigned to CLEC) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in CLEC's licensed attachment space.

(c) CLEC's first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to CLEC as provided in subsections (a) and (b) above; provided, however, that if attachment space already licensed to CLEC on a given SBC TEXAS pole is not adequate for CLEC's drive rings or J-hooks, CLEC may, when necessary, and without applying for or obtaining a new or amended license, install such drive rings and J-hooks above or below CLEC's licensed attachment space as described in subsection (b) above. No additional attachment charges shall apply with respect to drive rings and J-hooks installed outside CLEC's licensed attachment space as provided in this subsection.

(d) If CLEC has not already been licensed attachment space on a given pole, CLEC may, when necessary, install drive rings and J-hooks on unassigned space on such pole without first obtaining a license for such attachment and shall, promptly following such installation, notify SBC TEXAS of the attachment. Such notification shall be made on a form to be developed by SBC TEXAS for this purpose and shall constitute an application for a license. Such application may be conditionally granted without a prelicense survey or other inquiry by SBC TEXAS, and SBC TEXAS shall not be required to process the application, log the attachment as an assignment in its outside plant records, or issue a permanent license unless its specifically requested by CLEC to do so; provided, however, that a conditionally granted application under this subsection shall be subject to revocation if it is subsequently determined that such attachment has been made in violation of subsection (e) of this Section or other provisions of this Appendix. Drive-rings and J-hooks installed pursuant to this subsection are pole attachments and charges for such attachments shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders.

(e) Notwithstanding the provisions of subsections (c)-(d) above, CLEC may not install drive rings and J-hooks in space assigned to SBC TEXAS or another joint user without the approval of SBC TEXAS or such other joint user and may not install drive rings and J-hooks in unassigned space in any manner which will block or preclude the subsequent occupancy or use of such space by SBC TEXAS or other joint users. If the presence of such CLEC facilities in space not assigned to CLEC will block or preclude the use of assigned or otherwise assignable space by SBC TEXAS or other joint users, CLEC shall, on SBC TEXAS' request, promptly relocate the facilities in order to accommodate the facilities of other users and shall bear all expenses associated with such relocation.

(f) SBC TEXAS may not install drive rings and J-hooks in space assigned to CLEC without CLEC's approval and shall, at CLEC's request, promptly relocate the facilities in order to accommodate CLEC's facilities and bear all expenses associated with such relocation. If SBC TEXAS drive rings or J-hooks have been installed in space subsequently assigned to CLEC, or if the presence of SBC TEXAS drive rings or J-hooks blocks or precludes the use of otherwise assignable space on SBC TEXAS' poles, SBC TEXAS shall, at CLEC's request, relocate such facilities, if it is feasible to do so, as make-ready work.

(g) CLEC shall, at the request of SBC TEXAS or another joint user, at CLEC's expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on SBC TEXAS' poles other than as permitted in this Section.

12.04 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance

or repair activities by any person or entity (including but not limited to SBC TEXAS, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by SBC TEXAS. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SBC TEXAS of such use and must either vacate the maintenance duct within 30 days or, with SBC TEXAS' consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

12.05 Responsibility for Maintenance of Facilities. Each party shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such party's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, and rights-of-way.

12.06 Information Concerning the Maintenance of CLEC's Facilities. Promptly after the issuance of a license, CLEC shall provide SBC TEXAS with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's facilities and shall thereafter notify SBC TEXAS of changes to such information. The manager responsible for routine maintenance of CLEC's facilities shall, on SBC TEXAS' request, identify any authorized contractor or other person performing maintenance activities on CLEC's behalf at a specified site.

ARTICLE 13: MODIFICATION OF CLEC'S FACILITIES

13.01 Notification of Planned Modifications. CLEC shall notify SBC TEXAS in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole, or located in any SBC TEXAS duct or conduit. The notice shall contain sufficient information to enable SBC TEXAS to determine whether the proposed addition, relocation, replacement, or modification is permitted under CLEC's present license or requires a new or amended license. No notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of SBC TEXAS' poles, ducts, or conduits, and having no effect on the ability of SBC TEXAS or joint users to use or have access to SBC TEXAS' poles, ducts, conduits, or rights-of-way.

13.02 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

(a) requires that CLEC occupy additional space on SBC TEXAS' poles **(**except on a temporary basis in the event of an emergency**)**;

(b) requires that CLEC occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Appendix) in any SBC TEXAS duct or conduit except on a temporary basis in the event of an emergency;

(c) results in the facilities attached being different from those described as authorized attachments in CLEC's present application, current license, notice of intent to occupy, or license application and supplemental documentation (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class);

(d) requires additional holding or loading capacity on a permanent basis.

13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Appendix.

13.04 Replacement of Facilities and Spinning/Overlashing Additional Cables. CLEC may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article. CLEC will be required to ensure pole loadings are not exceeded.

13.05 Streamlined Procedures for the Issuance of Amended Licenses. SBC TEXAS may streamline procedures for the issuance of amended licenses with respect to proposed additions, relocations, replacements, or modifications of CLEC's facilities when it appears to SBC TEXAS that the proposed additions, relocations, replacements, or modifications will not require make-ready work by SBC TEXAS, will not interfere with SBC TEXAS' use of its poles, conduit systems, or facilities attached or connected thereto or contained therein, and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

ARTICLE 14: REARRANGEMENT OF CLEC'S FACILITIES

14.01 Notice of Planned Modifications. The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in its First Report and Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.

14.02 Rearrangement of CLEC's Facilities at SBC TEXAS' Request. CLEC acknowledges that, from time to time, it may be necessary or desirable for SBC TEXAS to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by SBC TEXAS' own business needs or by factors outside of SBC TEXAS' control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to SBC TEXAS' poles, ducts, conduits, or rights-of-way.

(a) CLEC agrees that CLEC will cooperate with SBC TEXAS and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by CLEC in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then-applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act and rules, regulations and commission orders thereunder.

(b) CLEC shall make all rearrangements of its facilities within 60 days after receiving written notification by SBC TEXAS of the required rearrangements. SBC TEXAS may request that such modification be made within a shorter period of time, in which event CLEC shall not refuse to comply such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:

(1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);

(2) the timeliness of SBC TEXAS' request to CLEC;

(3) the nature and number of rearrangements sought;

(4) the impact on the ability of the parties and joint users to meet customer service needs; and

(5) risks of service interruption to customers of the parties and joint users.

(c) Nothing contained in this article shall preclude CLEC from advising SBC TEXAS, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to SBC TEXAS' poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly and that it is highly desirable that all service providers utilizing SBC TEXAS' poles, ducts, and conduits enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements it is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 15.05 of this Appendix. The parties further agree that the provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.02 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party plans and practices which will enable it to make such emergency repairs.

(a) Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.

(b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to SBC TEXAS, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a party using the maintenance duct for emergency repair activities shall immediately notify SBC TEXAS of such use and must either vacate the maintenance duct within 30 days or, with SBC TEXAS' consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.

(c) If necessary, other unoccupied ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct has been assigned.

15.03 Designation of Emergency Repair Coordinators and Other Information. For each SBC TEXAS construction district, CLEC shall provide SBC TEXAS with the emergency contact number of CLEC's designated point of contact for coordinating the handling of emergency repairs of CLEC's facilities and shall thereafter notify SBC TEXAS of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. CLEC shall notify SBC TEXAS at the earliest practicable opportunity after discovering any condition on or in any of SBC TEXAS' poles, ducts, conduits, or rights-of-way requiring emergency repairs to SBC TEXAS' facilities and SBC TEXAS shall notify CLEC at the earliest practicable opportunity after discovering any condition on or in any of SBC TEXAS' poles, ducts, conduits, or rights-of-way requiring emergency repairs to CLEC's facilities.

15.05 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, SBC TEXAS, CLEC, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties in accordance with the following principles:

(a) Emergency service restoration work requirements shall take precedence over other work operations.

(b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

(c) SBC TEXAS shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties are unable to reach prompt agreement; provided, however, that these decisions shall be made by SBC TEXAS on a nondiscriminatory basis in accordance with the principles set forth in this Section.

15.06 Unilateral Corrective Action. When SBC TEXAS or CLEC reasonably believes that, due to the condition of either party's facilities placed on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of SBC TEXAS' or CLEC's facilities, or SBC TEXAS' or CLEC's ability to meet its service obligations, SBC TEXAS or CLEC may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, SBC TEXAS or CLEC may reattach them as provided in this Section but shall not be obligated to do so.

(a) Before performing any corrective work involving facilities, SBC TEXAS or CLEC shall attempt to notify the other party. After such notice has been given, the parties shall coordinate corrective work.

(b) When an emergency situation exists such that advance notice and coordination are not practicable, SBC TEXAS or CLEC may perform corrective work without first giving notice to the other, and shall promptly notify the other of the corrective work performed and the reason why notice was not given.

15.07 Emergency Pole Replacements. CLEC agrees to cooperate fully with SBC TEXAS when emergency pole replacements are required.

(a) When emergency pole replacements are required, SBC TEXAS shall promptly make a good faith effort to contact CLEC to notify CLEC of the emergency and to determine whether CLEC will respond to the emergency in a timely manner.

(b) If notified by SBC TEXAS that an emergency exists which will require the replacement of a pole, CLEC shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a SBC TEXAS replacement pole, the transfer shall be in accordance with SBC TEXAS' placement instructions.

(c) If CLEC is unable to respond to the emergency situation immediately, CLEC shall so advise SBC TEXAS and thereby authorize SBC TEXAS (or any joint user sharing the pole with SBC TEXAS) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on CLEC's behalf.

15.08 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with any emergency repairs of its facilities and transfers or rearrangements of its facilities associated with emergency pole replacements made in accordance with the provisions of this article.

(a) Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

(b) CLEC agrees to reimburse SBC TEXAS for the costs incurred by SBC TEXAS for work performed by SBC TEXAS on CLEC's behalf in accordance with the provisions of this article; provided, however, that

when the costs incurred by SBC TEXAS are for work performed in part for CLEC and in part for SBC TEXAS and third parties, CLEC shall only reimburse SBC TEXAS for CLEC's share of the costs.

ARTICLE 16: INSPECTION BY SBC TEXAS OF CLEC'S FACILITIES

16.01 SBC TEXAS' Right to Make Periodic or Spot Inspections. SBC TEXAS shall have the right, but not the duty, to make periodic or spot inspections at any time of CLEC's facilities attached to SBC TEXAS' poles or placed within SBC TEXAS' ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to SBC TEXAS' poles or placed in SBC TEXAS' conduit system are in compliance with the terms of this Appendix and licenses hereunder**,** SBC TEXAS may charge CLEC for inspection expenses only if the inspection reflects that CLEC is in substantial noncompliance with the terms of this Appendix. If the inspection reflects that CLEC's facilities are not in compliance with the terms of this Appendix, CLEC shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify SBC TEXAS in writing when the facilities have been brought into compliance.

16.02 Report of Inspection Results. SBC TEXAS will provide CLEC the results of any inspection of CLEC's facilities performed under Section 16.01 of this Appendix.

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

17.01 Facilities to Be Marked. CLEC shall tag or otherwise mark all of CLEC's facilities placed on or in SBC TEXAS' poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as CLEC's facilities.

17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(c) of this Section, SBC TEXAS may, without notice to any person or entity, remove from SBC TEXAS' poles or any part of SBC TEXAS' conduit system any untagged or unmarked facilities, including any such facilities owned or used by CLEC, if SBC TEXAS determines that such facilities are not the subject of any current license authorizing their continued attachment to SBC TEXAS' poles or occupancy of SBC TEXAS' conduit system and are not otherwise lawfully present on SBC TEXAS' poles or in SBC TEXAS' conduit system.

(a) Before removing any such untagged or unmarked facilities, SBC TEXAS shall first attempt to determine whether the facilities are being used by CLEC or any other firm, are authorized by any license subject to this Appendix, or are otherwise lawfully present on SBC TEXAS' poles or in SBC TEXAS' conduit system.

(b) SBC TEXAS shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.

(c) If the facilities appear to be facilities which are subject to a current license granted to CLEC, SBC TEXAS shall give written notice to CLEC requesting CLEC to tag or mark the facilities within 60 days and CLEC shall either tag the facilities within 60-day period, advise SBC TEXAS in writing of its schedule for tagging the facilities, or notify SBC TEXAS in writing that it disclaims ownership of or responsibility for the facilities. If CLEC disclaims ownership of or responsibility for the facilities, CLEC shall disclose to SBC TEXAS the identity of the owner or other party thought by CLEC to be responsible for the facilities.

(d) If any of CLEC's facilities for which no license is presently in effect are found attached to SBC TEXAS' poles or within any part of SBC TEXAS' conduit system or rights-of-way, SBC TEXAS shall send a written notice to CLEC advising CLEC that no license is presently in effect with respect to the facilities. Within 30 days of receiving such notice, CLEC shall acknowledge receipt of the notice and submit to SBC TEXAS, in writing, an application for a new or amended license with respect to such facilities. CLEC shall be liable to SBC TEXAS for all fees and charges associated with the unauthorized

attachments. Such fees and charges shall continue to accrue until the unauthorized attachments are removed from SBC TEXAS' poles, conduits or rights-of-way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if CLEC and its predecessors had continuously complied with all applicable SBC TEXAS licensing requirements. In addition, CLEC shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date CLEC is notified by SBC TEXAS of the unauthorized attachment or occupancy. CLEC shall also rearrange or remove its unauthorized facilities at SBC TEXAS' request to comply with applicable placement standards and shall remove its facilities from any space occupied by or assigned to SBC TEXAS or another entity within 30 days of receiving notice to do so. CLEC shall pay SBC TEXAS for all costs incurred by SBC TEXAS in connection with any rearrangements, modifications or replacements necessitated as a result of the presence of CLEC's unauthorized facilities. All fees and charges associated with the unauthorized attachments shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. If CLEC does not obtain a new or amended license with respect to unauthorized facilities within the specified period of time, SBC TEXAS shall by written notice advise CLEC to remove its unauthorized facilities with 60 days from the date of notice and CLEC shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, SBC TEXAS may, at SBC TEXAS' option, remove CLEC's facilities at CLEC's expense.

17.03 Updating of Plant Location Records. CLEC shall furnish SBC TEXAS, upon request, with such information as may from time to time be necessary for SBC TEXAS to correct and update SBC TEXAS' pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space.

ARTICLE 18: REMOVAL OF CLEC'S FACILITIES

18.01 Responsibility for Removing Facilities. CLEC shall be responsible for and shall bear all expenses arising out of in connection with the removal of its facilities from SBC TEXAS' poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.

(a) CLEC shall give SBC TEXAS, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of SBC TEXAS' conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name, telephone number of the manager responsible for the removal of the facilities, and the estimated dates when the removal of the facilities will begin and end.

(b) CLEC shall, if requested by SBC TEXAS to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by CLEC.

(c) Except as otherwise agreed upon in writing by the parties, CLEC must, after removing its facilities, plug all previously occupied ducts at the entrances to SBC TEXAS' manholes (if SBC TEXAS would itself plug the ducts under the same circumstances) in accordance with the standards set by SBC TEXAS for its operations, provided that such standards have been communicated in writing to CLEC at least 10 days in advance of the removal of CLEC's facilities.

(d) CLEC shall be solely responsible for the removal of its own facilities and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of CLEC's facilities from SBC TEXAS' poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way.

(e) When CLEC no longer intends to occupy space on a pole or in a conduit CLEC will provide written notification to SBC TEXAS that it wishes to terminate the license with respect to such space and will remove its facilities from the space described in the notice. Upon removal of CLEC's facilities, the license shall terminate and the space shall be available for reassignment.

18.02 Removal of Facilities Not in Active Use. At SBC TEXAS' request, CLEC shall remove from SBC TEXAS' poles, ducts, conduits, and rights-of-way any of CLEC's facilities which are no longer in active use; provided,

however, that CLEC shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. CLEC shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facilities. CLEC shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of such excavation in a manner analogous to the provisions of Section 10.02(c) of this Appendix. CLEC shall not abandon any of its facilities by leaving them on SBC TEXAS' poles, in SBC TEXAS' ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to SBC TEXAS' poles or any part of SBC TEXAS' conduit system, or on any public or private property (other than property owned or controlled by CLEC) in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way.

18.03 Removal Following Termination of License. CLEC shall remove its facilities from SBC TEXAS' poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the license authorizing the attachment of such facilities to SBC TEXAS' poles or the placement of such facilities in SBC TEXAS' ducts, conduits, or rights-of-way.

18.04 Removal Following Replacement of Facilities. Except as provided in Section 18.02, CLEC shall remove facilities no longer in service from SBC TEXAS' poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date CLEC replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance duct shall be governed by Sections 12.04, 13.03, and 15.02 of this Appendix and not by this subsection.

18.05 Notice of Completion of Removal Activities. CLEC shall give written notice to SBC TEXAS stating the date on which the removal of its facilities from SBC TEXAS' poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until CLEC's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Appendix, CLEC has plugged all previously occupied ducts at the entrances to SBC TEXAS' manholes as required by Section 18.01(c) of this Appendix, and the notice required by this Section has been given.

18.06 Notice of SBC TEXAS' Intent to Remove Facilities. If CLEC fails to remove its facilities from SBC TEXAS' poles or conduit system, in accordance with the provisions of Sections 18.01 and 18.05 of this Appendix, SBC TEXAS may remove such facilities 60 days after giving CLEC written notice of its intent to do so. The notice shall state:

(a) the date when SBC TEXAS plans to commence removal of CLEC's facilities, and that CLEC may remove the facilities at CLEC's sole cost and expense at any time before the date specified;

(b) SBC TEXAS' plans with respect to disposition of the facilities removed; and

(c) that CLEC's failure to remove the facilities or make alternative arrangements with SBC TEXAS for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

18.07 Removal of Facilities by SBC TEXAS. If SBC TEXAS removes any of CLEC's facilities pursuant to this article, CLEC shall reimburse SBC TEXAS for SBC TEXAS' costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.08 Reattachment or Subsequent Attachment Following Removal. After CLEC's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to SBC TEXAS' poles or placed in SBC TEXAS' conduit system until CLEC has first submitted new applications for the facilities and complied with the provisions of this Appendix.

18.09 Termination of Licenses After Removal of Facilities. CLEC agrees to provide written notice to SBC TEXAS when it ceases to use facilities attached to SBC TEXAS' poles or placed in any part of SBC TEXAS' conduit system. Upon the giving of such notice and the removal of such facilities, CLEC's license with respect to such facilities and the space occupied by those facilities shall terminate.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

19.01 Application Fee. SBC TEXAS will charge CLEC an Application Fee for each application requesting access to poles, conduits and rights-of-way as set forth in the Pricing Schedule.

19.02 Semiannual Attachment and Occupancy Fees. SBC TEXAS' semiannual fees for attachments to SBC TEXAS' poles and occupancy of SBC TEXAS' ducts and conduits are specified in Exhibit I. For all attachments to SBC TEXAS' poles and occupancy of SBC TEXAS' ducts and conduits, CLEC agrees to pay SBC TEXAS' semiannual charges as specified in Exhibit I.

19.03 Billing for Attachment and Occupancy Fees. Semiannual attachment and occupancy fees under this Appendix and licenses issued hereunder shall be payable in advance. Fees for pole attachments shall be based on the number of poles attachments for which licenses have been issued as of the date of billing by SBC TEXAS, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually in advance. Fees for conduit occupancy shall be based on the number of duct feet subject to occupancy by CLEC under licenses issued as of the date of billing by SBC TEXAS, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually in advance. Pole attachment and conduit occupancy space assigned to CLEC prior to the issuance of a license shall be billed in the same manner as if a license had been issued.

(a) Bills shall be submitted to CLEC for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.

(b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semiannual bill.

(c) Charges shall be adjusted and retroactively prorated on a daily basis following the removal of CLEC's facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.

19.04 Pre-license Survey Fees. With respect to pre-license surveys conducted by SBC TEXAS pursuant to Section 9.05 of this Appendix, SBC TEXAS may charge CLEC cost-based pre-license survey fees pursuant to such methodologies as shall be approved by the Public Utility Commission of Texas following the filing of SBC TEXAS of any required study providing cost justification for the imposition of pre-license survey fees.

19.05 Make-Ready Charges. CLEC agrees to pay make-ready charges, if any, as specified in this Section. SBC TEXAS may recover from CLEC the costs of make-ready work performed by SBC TEXAS or persons acting on SBC TEXAS' behalf. SBC TEXAS will require payment of the full amount in advance, subject to true-up of the estimated costs with the actual costs.

19.05A Charges for Work Performed by SBC TEXAS Employees. Except as otherwise specifically required by applicable commission orders, SBC TEXAS' charges to CLEC for worked performed by SBC TEXAS employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over SBC TEXAS' charges for work performed by SBC TEXAS employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Appendix, CLEC shall have the right to challenge the methodology utilized by SBC TEXAS to determine hourly rates for SBC TEXAS employees at any time in any forum having jurisdiction over the subject matter.

19.06 Due Date for Payment. For all fees and charges other than make ready charges, each bill or invoice submitted by SBC TEXAS to CLEC for any fees or charges under this Appendix shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. CLEC agrees to pay each such bill or invoice on or before the stated due date.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.01 Bond May Be Required. SBC TEXAS may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Appendix only as provided in subsections (a)-(b) of this Section. Bonds shall not be required for entities meeting all self-insurance requirements of Section 21.02 of this Appendix.

(a) If CLEC elects to perform facilities modification, capacity expansion, or make-ready work under Section 6.08(c) or Sections 10.02 through 10.05 of this Appendix, SBC TEXAS may require CLEC, authorized contractors, and other persons acting on CLEC's behalf to execute bonds equivalent to those which would be required by SBC TEXAS if the work had been performed by contractors, subcontractors, or other persons selected directly by SBC TEXAS. No bonds shall be required of CLEC, authorized contractors, or other persons acting on CLEC's behalf except in those situations where a bond would be required if the work were being performed on SBC TEXAS' behalf.

(b) No other bond shall be required of CLEC to secure obligations arising under this Appendix absence of due cause and justification.

(c) If a bond or similar form of assurance is required of CLEC, an authorized contractor, or other person acting on CLEC's behalf, CLEC shall promptly submit to SBC TEXAS, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing SBC TEXAS 60 days written notice.

(d) SBC TEXAS may communicate directly with the issuer of any bond issued pursuant to this Section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

ARTICLE 21: INSURANCE

21.01 Insurance Required. CLEC shall comply with the insurance requirements specified in this Section.

(a) Unless CLEC has provided proof of self-insurance as permitted in Section 21.02 below, CLEC shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name SBC TEXAS as an additional insured and shall include provisions requiring the insurer to give SBC TEXAS notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting SBC TEXAS' rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.

(b) Exclusions from coverage or deductibles, other than those expressly permitted in EXHIBIT IV, must be approved in writing by SBC TEXAS.

(c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way on CLEC's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on SBC TEXAS' behalf. CLEC shall be responsible for securing compliance by its contractors with this requirement and shall be liable to SBC TEXAS for any damages resulting from its failure to do so.

(d) Self-insurance shall be permitted for persons and entities (including but not limited to CLEC and authorized contractors) meeting the self-insurance requirements set forth in Section 21.02 of this Appendix.

21.02 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this Section.

(a) CLEC shall submit to SBC TEXAS adequate proof (as determined by SBC TEXAS) that the companies insuring CLEC are providing all coverages required by this Appendix. CLEC's insurers shall provide SBC TEXAS with certifications that the required coverages will not be canceled, changed, or materially

altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to SBC TEXAS.

(b) SBC TEXAS will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SBC TEXAS will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is a least 10 times the minimum liability limits set forth in Exhibit IV and SBC TEXAS is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

21.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 21.02, must be in effect before SBC TEXAS will issue pole attachment or conduit occupancy licenses under this Appendix and shall remain in force until all of CLEC's facilities have been removed from SBC TEXAS' poles, ducts, conduits, and rights-of-way.

21.04 Failure to Obtain or Maintain Coverage. CLEC's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of this Appendix and licenses subject to policies of insurance required under this Appendix will be canceled or changed in any manner which will result in CLEC's failure to meet the requirements of this Appendix, SBC TEXAS may terminate this Appendix and all licenses subject to this Appendix not less than 60 days after giving CLEC written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless CLEC has obtained (or made arrangements satisfactory to SBC TEXAS to obtain) the required coverage from another source. In the alternative, SBC TEXAS may, in its sole discretion, elect to take such action as may be necessary to keep the policy in effect with the required coverages.

ARTICLE 22: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

22.01 Termination of Appendix Due to Non-Use of Facilities. CLEC shall, by written notice to SBC TEXAS, terminate this Appendix if CLEC ceases to do business in this State, or ceases to make active use of SBC TEXAS' poles, ducts, conduits, and rights-of-way in this State.

22.02 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches. CLEC's access to SBC TEXAS' poles, ducts, conduits, and rights-of-way will not materially interfere with or impair service over any facilities of SBC TEXAS or any joint user, cause material damage to SBC TEXAS' plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SBC TEXAS or any joint user, or create serious hazards to health or safety of any persons working on, within, or in the vicinity of SBC TEXAS' poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SBC TEXAS may limit, terminate or refuse access if CLEC violates this provision; provided, however, that such limitation, termination or refusal will be limited to CLEC's access to poles, ducts, conduits, and rights-of-way located in the SBC TEXAS construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable CLEC to adopt suitable controls to prevent further violations, and shall be subject to review, at CLEC's request, pursuant to the dispute resolution procedures set forth in this Appendix (or, if applicable, the parties' Interconnection Agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event CLEC invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

22.03 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either party, the aggrieved party may give written notice of such claimed breach as provided in this Section.

(a) The notice shall set forth in reasonable detail:

(1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;

(2) the action believed necessary to cure the alleged breach; and

(3) any other matter the complaining party desires to include in the notice.

(b) Except as provided in Section 22.02 and subsection (c) of this Section, the complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this Section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Appendix, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.

(c) Nothing contained in this Section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

ARTICLE 23: CONFIDENTIALITY OF INFORMATION

23.01 Information Provided by CLEC to SBC TEXAS. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by CLEC to SBC TEXAS in connection with this Appendix (including but not limited to information submitted in connection with CLEC's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "Confidential" or "Proprietary" information of CLEC and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to CLEC's review of records regarding a particular market area, or relating to assignment of space to CLEC in a particular market area, and further includes knowledge or information about the timing of CLEC's request for or review of records or its inquiry about SBC TEXAS facilities. This article does not limit the use by SBC TEXAS of aggregate information relating to the occupancy and use of SBC TEXAS' poles, ducts, conduits, and rights-of-way by firms other than SBC TEXAS (that is, information submitted by CLEC and aggregated by SBC TEXAS in a manner that does not directly or indirectly identify CLEC).

23.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by CLEC to SBC TEXAS in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 23.03 to 23.06.

23.03 Permitted Uses of CLEC's Confidential or Proprietary Information. SBC TEXAS and persons acting on SBC TEXAS' behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize CLEC's Confidential or Proprietary information for the following purposes (a) posting information, as necessary, to SBC TEXAS' outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SBC TEXAS' poles, ducts, conduits, and rights-of-way and any SBC TEXAS facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SBC TEXAS' obligations under this Appendix and similar agreements with third parties; (d) performing SBC TEXAS' general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SBC TEXAS' poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SBC TEXAS' own use, and making planning, engineering, construction, and budgeting decisions relating to SBC TEXAS' poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for

information; (h) maintaining SBC TEXAS' financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

23.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to CLEC may be made available to personnel of third parties seeking access to SBC TEXAS' records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.03 of this Appendix.

23.05 Defense of Claims. In the event of a dispute between SBC TEXAS and any person or entity, including CLEC, concerning SBC TEXAS' performance of this Appendix, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SBC TEXAS may utilize Confidential or Proprietary information submitted by CLEC in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SBC TEXAS shall not disclose CLEC's Proprietary or Confidential Information without first, at SBC TEXAS' option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.

23.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SBC TEXAS from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SBC TEXAS shall not disclose CLEC's proprietary or confidential information without first, at SBC TEXAS' option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of CLEC's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

23.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from CLEC pursuant to this Appendix are authorized or permitted without CLEC's express written consent.

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

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC TEXAS
BY SBC OPERATIONS INC., ITS AUTHORIZED AGENT

By: _____
Signature of SBC TEXAS' Authorized Officer/Employee:

_____
Name of SBC TEXAS' Authorized Officer/Employee (Printed or Typed)

_____
Position/Title of SBC TEXAS' Authorized Officer/Employee

_____
Date

CLEC

By: _____
Signature of CLEC's Authorized Officer/Employee

_____
Name of CLEC's Authorized Officer/Employee (Printed or Typed)

_____
Title of CLEC's Authorized Officer/Employee

_____
Date

EXHIBIT I

POLE AND CONDUIT ATTACHMENT RATES

SBC TEXAS may charge reasonable, cost based ancillary fees to recover administrative costs incurred in processing CLEC's request for pole attachments and conduit space. The rates are set forth in the Pricing Schedule.

EXHIBIT II
IDENTIFICATION OF APPLICANT (TEXAS)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: _____.

Applicant's principal place of business is located in the State of _____.

Applicant does business under the following assumed names:

_____.

Applicant is:

[ ] a corporation organized under the laws of the State of _____, charter no. _____;

[ ] a partnership organized under the laws of the State of _____;
or

[ ] another entity, as follows:

_____.

Applicant represents that Applicant is:

[ ] (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6);

[ ] (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

[ ] (3) a person or entity which is neither (1) nor (2) above, as follows:

EXHIBIT III
ADMINISTRATIVE FORMS AND NOTICES (TEXAS)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SBC TEXAS' poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by SBC TEXAS to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SBC TEXAS to CLEC and others.

SW-9433:	Pole Attachments
SW-9434:	Access Application and Make-Ready Authorization
SW-9435:	Conduit Occupancy
SW-9436A:	Notification of Surrender or Modification of Pole Attachment License by Licensee
SW-9436B:	Notification of Surrender or Modification of Conduit Occupancy License by Applicant
SW-9436C:	Notification of Unauthorized Attachments by Applicant

EXHIBIT IV
INSURANCE REQUIREMENTS (TEXAS)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Exhibit, the term "premises" refers to any site located on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way and any location where CLEC or any person acting on CLEC's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to CLEC and All Persons and Entities Acting on CLEC's Behalf. CLEC shall maintain, at all times during the term of this Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover CLEC but all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at the premises described in 1) above. CLEC should require that all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. CLEC shall maintain, at all times during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of $100,000 for bodily injury-each accident, $100,000 for bodily injury by disease-each employee, and $500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. CLEC shall require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by CLEC.

4) General Liability Insurance. To protect SBC TEXAS from any liability for bodily injury or property damage, CLEC shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SBC TEXAS. SBC TEXAS shall be added as an additional insured in the standard policy or an endorsement thereto. CLEC shall also require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide General Liability coverage with the same limits and with SBC TEXAS added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by CLEC.

a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of CLEC and any contractor, subcontractor, or other person or entity acting on CLEC's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

   1) Personal Injury and Advertising Injury coverage.

   2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.

   3) Independent Contractors coverage to provide protection for CLEC's contractors, subcontractors, and other persons or entities acting on CLEC's behalf.

   4) Explosion, Collapse, and Underground Hazard (XCU) coverage.

   5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.

   6) Contractual Liability coverage to provide financial responsibility for CLEC to meet its indemnification obligations.

   7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of CLEC and damage to work performed by or on behalf of CLEC.

b) Minimum policy limits shall be as follows:

General Aggregate Limit: $1,000,000.

Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: $1,000,000.

Sublimit for personal injury and advertising: $1,000,000.

Products/Operations Aggregate Limit: $1,000,000.

Each occurrence sublimit for Products/Operations: $1,000,000.

c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

d) Policy language or endorsements adding SBC TEXAS as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SBC TEXAS from any liability for bodily injury or property damage arising out of CLEC's operations.

5) Automobile Liability Insurance. The parties contemplate that CLEC and personnel acting on CLEC's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights-of-way, in the vicinity of SBC TEXAS' poles, ducts, conduits, and rights-of-way. Accordingly, CLEC shall maintain, at all times during the term of the Agreement, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by CLEC or by any person or entity acting on CLEC's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SBC TEXAS' poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. CLEC's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of SBC TEXAS.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SBC TEXAS, must be received by SBC TEXAS prior to the issuance of any licenses pursuant to the Agreement and before CLEC or any person acting on CLEC's behalf performs any work on the premises described in 1) above.

a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.

b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SBC TEXAS as an Additional Insured.

c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.

d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

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

A certificate which does not include the phrase "or materially changed" does not meet SBC TEXAS' requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet SBC TEXAS' requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

e) The certificate holder shall be:

Southwestern Bell Telephone Company
W. Loop South, Zone 5.3
Bellaire, Texas 77401
ATTENTION: Utility Liaison Supervisor

f) Failure to object to any coverage described in a certificate shall not constitute written permission from SBC TEXAS to any variance from or alteration of any requirement set forth in this Exhibit and shall not be construed as a waiver by SBC TEXAS of any rights under the Agreement.

10) Rating of Insurers. SBC TEXAS requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon CLEC's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

EXHIBIT V
NONDISCLOSURE AGREEMENT (TEXAS)

Nondisclosure Agreement (SBC TEXAS Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the _____ day of _____, 20___, has been entered into by and between Southwestern Bell Telephone, L. P. d/b/a SBC Texas ("SBC TEXAS"), a Texas corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SBC TEXAS. The parties stipulate and agree as follows:

1) SBC TEXAS maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SBC TEXAS owns or controls. SBC TEXAS represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SBC TEXAS intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SBC TEXAS' competitors.

2) SBC TEXAS has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SBC TEXAS.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SBC TEXAS, or, if an individual, that he or she is acting on behalf of _____, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SBC TEXAS' records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SBC TEXAS' poles, ducts, conduits, and rights-of-way.

4) SBC TEXAS agrees that permitted uses of records and information concerning SBC TEXAS' poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SBC TEXAS are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SBC TEXAS not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SBC TEXAS' records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SBC TEXAS a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SBC TEXAS' express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SBC TEXAS' records relating to poles, ducts, conduits, or rights-of-way. Recipient

further agrees that Recipient will not conceal, alter, or destroy any SBC TEXAS records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SBC TEXAS to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SBC TEXAS' existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: "**PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SBC TEXAS POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY).**"

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SBC TEXAS' poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SBC TEXAS (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SBC TEXAS and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SBC TEXAS in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SBC TEXAS may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SBC TEXAS' records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SBC TEXAS. In the event of any breach of this Agreement for which legal or equitable relief is sought, SBC TEXAS shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SBC TEXAS in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Texas.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

_____ Recipient (Print or Type Name)	Southwestern Bell Telephone, L.P. d/b/a SBC Texas
By _____ Signature of Recipient or Representative	By _____ Signature
_____ Name (Printed or Typed)	_____ Name (Printed or Typed)
_____ Address	_____ Address
_____ City, State, and Zip Code	_____ City, State, and Zip Code
_____ Phone	_____ Phone
_____ Date	_____ Date

EXHIBIT VI
NOTICES TO CLEC
(TEXAS)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached. Notices to be sent to the CLEC include, but are not limited to, notices under the following provisions of the Master Agreement.

4.03(a)	No Effect on SBC TEXAS' Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way.
8.XX	All Notifications in Article 8
9.XX	All Notifications in Article 9
10.05(a)	Make-Ready Work
17.02 (b)	Removal of Untagged or Unauthorized Facilities
17.02 (c)	Removal of Untagged or Unauthorized Facilities
17.02 (d)	Removal of Untagged or Unauthorized Facilities
18.06	Notice of SBC TEXAS' Intent to Remove Facilities
21.04	Failure to Obtain or Maintain Coverage
22.02	Limitation, Termination, or Refusal of Access Due to Certain Material Breaches

EXHIBIT VII
NOTICES TO SBC TEXAS
(TEXAS)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Exhibit, all notices to SBC TEXAS shall be given to the Utility Liaison Supervisor (ULS) designated in EXHIBIT VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SBC TEXAS' poles, ducts, conduits, and rights-of-way and serving as CLEC's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 13 of the General Terms and Conditions of this Agreement. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

7.01	Designation of Primary Points of Contact
7.03(a)	Access to Records Relating to SBC TEXAS' Poles, Ducts, Conduits, and Rights-of-Way
8.XX	All Notifications in Article 8
9.XX	All Notifications in Article 9
10.05(e)	Make-Ready Work
12.03(d)	Installation of Drive Rings and J-Hooks
12.04	Short-term Use of Maintenance Ducts for Repair and Maintenance Activities
12.06	Information Concerning the Maintenance of CLEC's Facilities
13.01	Notification of Planned Modifications
14.02(c)	Rearrangement of CLEC's Facilities at SBC TEXAS' Request
15.02(b)	Responsibility for Emergency Repairs; Access to Maintenance Duct
15.03	Designation of Emergency Repair Coordinators and Other Information
16.01	SBC TEXAS' Right to Make Periodic or Spot Inspections
17.02(c)	Removal of Untagged or Unauthorized Facilities
18.01(a)	Responsibility for Removing Facilities
18.01(e)	Responsibility for Removing Facilities
20.01(c)	Bond May Be Required
22.01	Termination of Appendix Due to Non-Use of Facilities
22.03	Notice and Opportunity to Cure Breach

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SBC TEXAS' Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

6.05(a) Additional Electrical Design Specifications: Conduit - Notifications relating to electrical interference

6.09(h) General Requirements Relating to Personnel, Equipment, Materials, and Public Safety - Notifications of unsafe conditions

6.11(a) Opening of Manholes and Access to Conduit - Notification of manhole entry

6.13(c) Environmental Contaminants in SBC TEXAS' Conduit System - Notification of environmental contaminants

15.04 Reporting of Conditions Requiring Emergency Repairs - Notification of conditions requiring emergency repair

15.06(a) Unilateral Corrective Action - Notification of performing corrective work on emergency repair. (advanced notice)

15.06(b) Unilateral Corrective Action - Notification of performing corrective work on emergency repair. (no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as CLEC's initial point of contact, will provide additional information to CLEC concerning notification procedures for notices to be given to LSPC. Questions to SBC TEXAS concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide CLEC legal advice with respect to notice requirements. Questions by CLEC's personnel and other persons acting on CLEC's behalf concerning CLEC's legal obligations should be directed to CLEC's legal counsel or such other personnel as CLEC may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Exhibit may be made by SBC TEXAS from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

EXHIBIT VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR
(TEXAS)

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Texas is named below. Notices to the Utility Liaison Supervisor should be addressed as follow:

Name: W. L. Ford

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone, L.P. d/b/a SBC Texas

Address: 11930 Airline Drive
Room 105

City/State/Zip: Houston, Texas 77037

Southwestern Bell Telephone

Retention Period: Active, Plus 5 Years

PRE-OCCUPANCY POLE ATTACHMENTS SURVEY

Page _____ Of _____

FIRM'S NAME: _____

AGREEMENT NO: _____ **TYPE:** _____

APPLICATION NO: _____ **Wire Center** _____ **(CATV, Telecom, Other)**

Item #	Record #	Pole #	Ownership SWBT or Power	Street Address	Proposed Attachment Height	Guy Req'd Y or N	Make Ready Work Y or N	Make Ready Description	Pole Mntd Apparatus Height
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
	TOTAL								

Number of Cables _____

Weight/per ft. and Size/ O.D. _____

Number and Types of Strands _____

Other Notes: _____

SIGNED: _____ **DATE:** _____
SWBT's Representative **TIME:** _____

SIGNED: _____ **DATE:** _____
Applicant's Representative **TIME:** _____

☐ **Official File Copy, If Checked in Red**

SW-9433

Southwestern Bell Telephone
Retention Period: Active, plus 5 years

Access Application and Make Ready Authorization

(Request for Access to Poles, Ducts, Conduit)

Name of Applicant _____
Agreement No. _____
Application No. _____

Assignment/Access/Occupancy

As specified in the attached documents, and in accordance with the terms and conditions of the Master Agreement between SWBT and Applicant; application is hereby made for occupancy of space through a nonexclusive license of communication facilities to access the quantity of SWBT facilities indicated below:

_____ **SWBT Poles** _____ **Feet SWBT Whole Duct** _____ **Feet SWBT Innerduct**

Applicant authorizes SWBT to perform the required pre-licensing survey including any field inspections required to evaluate capacity, safety, reliability, and engineering standards; and to determine the cost, if any, of required modifications or make-ready work.

Effective Date _____ Assignment Expiration Date _____

Applicant's Estimated Construction Start Date: _____

Applicant's Estimated Construction Completion Date: _____

Authorized by Applicant: _____ _____
Signature Title

Date: _____

Make-Ready Work

Estimated Costs	Hours		Rate	Total
Constr. Labor	_____	X $	_____	$ _____
Material	xxx	X $	xxx	$ _____
Engr. Design	_____	X $	_____	$ _____
TOTAL				$ _____

Estimated SWBT Completion Date _____

☐ No Make-Ready Work Required.

☐ Make-Ready Work will be completed by applicant's authorized contractor.

☐ I authorize SWBT to complete the required make-ready work. Costs will be based upon actual costs incurred by SWBT.

_____ Date _____
Applicant's Signature Title

LICENSE NO. _____ Authorized by SWBT: _____
Signature Title

DATE: _____

☐Official File Copy, If Checked in Red SW-9434

Southwestern Bell Telephone

Retention Period: Active, Plus 5 Years

PRE-OCCUPANCY CONDUIT SURVEY

FIRM'S NAME: _____

AGREEMENT NO: _____ **TYPE:** _____

APPLICATION NO: _____ **Wire Center** _____ **(CATV, Telecom, Other)**

Item #	Oper. #	Record #	Manhole #	Street Address	Distance to Next Manhole (Ctr to Ctr)	Proposed Duct or Innerduct	Make Ready Work Y or N	Make Ready Description
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
TOTAL					0			

Number of Cables _____ **Splice Information Manhole #** _____ **Details** _____

Size of Cable (O.D. Inches) _____ **Splice Information Manhole #** _____ **Details** _____

Slack Loop Information Manhole # _____ **Details** _____

Slack Loop Information Manhole # _____ **Details** _____

SIGNED: _____ **DATE:** _____ **SIGNED:** _____ **DATE:** _____

SWBT's Representative **TIME:** _____ **Applicant's Representative** **TIME:** _____

☐ Official File Copy, If Checked in Red

SW-9435

Southwestern Bell Telephone

SW-9436A
(Rev. 5-89)
Ref: 002-011-900SW

NOTIFICATION OF SURRENDER OR MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE

Page _____ of _____

Southwestern Bell Telephone Company:

In accordance with the terms and conditions of the Licensee Agreement between us, dated _____, _____ notice is hereby given that the licenses covering attachments to the following poles and/or anchors and/or utilization of anchor/guy strand is surrendered (or modified as indicated in Licensee's prior notification to Licensor, dated _____, _____) effective _____.

	POLE NO.	ANCHOR A/GS (ASSOC. POLE. NO.)	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Date Notification Received: _____
Date Modification Accepted: _____
By: _____

Discontinued:
Poles: _____
Anchors: _____
Anchor/Guy Strands: _____

_____
Name of Licensee

By: _____

Title: _____

☐ Official File Copy, If Checked in Red

Southwestern Bell Telephone

NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE BY APPLICANT

License Agreement #: _____

_____
(Applicant)

_____
(Address)

_____

In accordance with the terms and conditions of the Licensing Agreement between us, dated _____, _____ notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified as indicated in Applicant's prior notification to SWBT, dated _____, _____) effective _____.

	CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC./TAGS RMVD. OR MODIFIED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

SWBT

Date Notification Received: _____

Date Modification Accepted: _____

By: _____

Discontinued: _____

Total Duct Footage: _____

_____
(Applicant)

By: _____
(Name of Authorized Agent)

Title: _____
(Title of Authorized Agent)

☐ Official File Copy If Checked in Red

SW-9436B
(Rev. 6-96)

Southwestern Bell Telephone

NOTIFICATION OF UNAUTHORIZED ATTACHMENTS BY APPLICANT

Applicant Name: _____

In accordance with the terms and conditions of the Licensee Agreement between us, dated _____, _____ notice is hereby given that the license covering attachments to the following is unauthorized (as indicated in Applicant's prior lease agreement to SWBT, dated _____, _____,) effective _____.

Southwestern Bell Telephone

By: _____

Title: _____

	POLE NO. OR CONDUIT #	LOCATION (ASSOC. POLE NO.) MANHOLES Involved	LIC. NO. & DATE	UNAUTHORIZED ATTACHMENT	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

SKETCH OF UNAUTHORIZED ATTACHMENTS ATTACHED ☐

Date Notification Sent: _____

_____

Name of Applicant

By: _____

Title: _____

Ref: SW002-011-900

SW-9436C
(Rev. 6-96)

ATTACHMENT 14: PERMANENT NUMBER PORTABILITY

1.0 Provision of Local Number Portability

1.1 SBC TEXAS and CLEC shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act.

2.0 Location Routing Number - Permanent Number Portability (LRN-PNP)

2.1 SBC TEXAS and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings and NANC (North American Numbering Council) guidelines.

2.2 Requirements for LRN-PNP

2.2.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

2.2.2 LRN-PNP employs an "N-1" Query Methodology.

2.2.2.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.

2.2.2.2 For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an external database query and pass the call to the appropriate terminating carrier.

2.2.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP at the request of a CLEC, the Party originating the call shall be responsible to query an LRN-PNP database or to pay for another Party to query this database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party originating the call shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP at the request of a CLEC, SBC TEXAS may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that SBC TEXAS' queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service SBC TEXAS provides its own customers and end-users.

2.2.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.

2.2.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

2.3 SMS Administration

SBC TEXAS and CLEC shall cooperate to facilitate the expeditious deployment of LRN-PNP based LNP through the process prescribed in the documents referenced in Section 2.1 of this Attachment including, but not limited to development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

2.4 Ordering

2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations.

2.4.2 Both Parties agree to provide a Firm Order Confirmation (FOC) within Industry defined time frames when an LSR is sent to one Party by the other Party.

2.4.3 For the purposes of this Attachment, the parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

3.0 Requirements for PNP

3.1 Cut-Over Process

3.1.1 SBC TEXAS and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. For cutover to LRN-PNP, both SBC TEXAS and CLEC agree to update their switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.

3.1.2 SBC TEXAS and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. SBC TEXAS and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).

3.1.3 If a Party, by its own error, disconnects the end user, that Party may not assess fees on the other Party or assess a charge to the end user to reconnect service.

3.1.4 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.

3.1.5 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SBC TEXAS and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SBC TEXAS recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.

3.1.6 The Party from whom a number is porting will set the 10-digit trigger at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.

3.4 Excluded Numbers

3.4.1 Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 and 976 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement.

3.5 Mass Calling

3.5.1 Both SBC TEXAS and CLEC are required to offer number portability of telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.

3.6 Operator Services, LIDB/LVAS and Directory Assistance

3.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB SMS and Directory Assistance-shall also apply when LRN-PNP is in place.

3.6.2 If Integrated Services Digital Network User Part (ISUP) signaling is used, SBC TEXAS shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996. [Editor - Lucent Technologies, Inc.])

3.7 Porting of DID Block Numbers

3.7.1 SBC TEXAS and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

3.7.2 SBC TEXAS and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) SBC TEXAS should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block; and (2) that SBC TEXAS should offer customers who port a portion of a DID block a discount that is proportional to the amount of the DID block that has been ported, nor shall CLEC be prejudiced in any present or future proceedings from asserting said positions.

4.0 Pricing

4.1 The Parties agree that FCC approved rates for Service Provider Number Portability (SPNP) are found in FCC No. 73 Access Services Tariff – Section 34. These rates define terms under which SPNP Query Service, SPNP Query Service-Database, and Basic SPNP Service are offered.

4.2 When a CLEC orders Coordinated Hot Cut (CHC) service, SBC TEXAS shall charge and the CLEC agrees to pay for service at the "additional time and material" rates set forth in Appendix Pricing UNE (T2A) Schedule of Prices.

4.2.1 Coordinated Hot Cut (CHC) is an option service that permits the CLEC to request SBC TEXAS to hold translations in the donor switch until the CLEC gives verbal instruction to implement the porting.

4.2.2 Parties agree to comply with all Texas Commission decisions regarding batch hot cuts that may occur during proceedings implementing the FCC's Triennial Review Order, subject to the final outcome of any appeals of those decisions. Upon approval by a state commission of the batch hot cut process, SBC will propose amendment language, based upon the rates, terms and conditions approved by the commission.

ATTACHMENT 15: E911

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

This Attachment 15: E911 sets forth the terms and conditions under which SBC TEXAS will provide the connection between CLEC's local switch and E911 Universal Emergency Number Service.

1.0 DEFINITIONS

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

1.1. **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI), or a voice capable trunk utilizing the SS7 network to transmit Calling Party Number(CPN) associated with a call to 911 from CLEC's End Office to the E911 system

1.2. **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

1.3 **"Automatic Number Identification"(ANI) or "Calling Party Number"(CPN)** allows for identification of the telephone number that originates a call. In some instances, the station number of the calling party is not identified using ANI or CPN , in these instances the Calling Party will be identified by using a billing telephone number.

1.4 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

1.5 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

1.6 **"Demarcation"** means the point of demarcation and/or interconnection between the telephone company communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises.

1.7 **"E911 Gateway" -** A secure information management system that provides a CLEC the ability to send and receive 911 data files through a peer-to-peer connectivity from a CLEC Data Management System to SBC's E911 Database Management system.

1.8 "**E911 Customer** - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.

1.9 **"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).

1.10 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

1.11 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

1.12 **"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.

1.13 **"Public Safety Answering Point" or "PSAP"** - An answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

1.14 **"Centralized Automatic Message Accounting "CAMA" Trunk"** - A trunk capable of transmitting Automatic Number Identification associated with E911 customer calls from a switch to the E911 Network.

1.15 **"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.

1.16 **"ALI Database"** - A database which stores information associated with end user customers' telephone numbers.

1.17 **"Signaling System 7"** "**SS7"** means a signaling protocol used by the CCS Network.

2.0 SBC TEXAS RESPONSIBILITIES

2.1. SBC TEXAS shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC TEXAS is the 911 Service Provider. SBC TEXAS shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and SBC TEXAS is the 911 Service Provider. This shall include the following:

2.2. Call Routing

2.2.1. SBC TEXAS will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

2.2.2. SBC TEXAS will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, SBC TEXAS will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ANI record is found in the E911 DBMS, SBC TEXAS will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

2.2.3. Where SBC Texas is the 911 Service Provider, SBC Texas shall provide CLEC UNE-P end user location information to the PSAP and shall accept calls from PSAPs concerning E911/911 service for CLEC UNE-P end users. CLEC and SBC Texas agree to work cooperatively on requests from a PSAP in an expeditious manner if such a request requires participation from both parties.

Where SBC Texas is the 911 Database Provider, SBC Texas, upon receipt of ALI Database Error Report from an authorized E911 Customer, will update CLEC UNE-P end user records in the ALI Database in accord with the change to the ALI record submitted by the E911 Customer. Where SBC Texas is the 911 Database Provider, SBC Texas, upon receipt of a "No Record Found" (NRF) or Misroute report from an authorized E911 Customer, will investigation and resolve said NRF or Misroute report on CLEC's behalf. If said NRF or Misroute report requires assistance from CLEC, CLEC and SBC Texas will work cooperatively to resolve all NRFs and Misroutes in an expeditious manner.

2.3. Facilities and Trunking

2.3.1. SBC TEXAS shall provide and maintain sufficient dedicated E911 trunks from the SBC TEXAS SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission, and documented specifications of the E911 Customer.

2.3.2. SBC TEXAS will provide facilities to interconnect the CLEC, as specified in the Interconnection Trunking Requirements (ITR) and Network Interconnection Methods (NIM) Appendices of this agreement. CLEC has the option to secure interconnection facilities from another provider or provide such interconnection using their own facilities.

2.3.3. Upon written request by CLEC, SBC TEXAS shall, in a timely fashion and at no charge, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

2.3.4. SBC TEXAS and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the SBC TEXAS SR(s) in accordance with industry standards.

2.4. Database-FOR SBC TEXAS ONLY

2.4.1. Where SBC TEXAS manages the E911 database, SBC TEXAS shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

2.4.2. SBC TEXAS shall coordinate access to the SBC TEXAS E911 DBMS for the initial loading and updating of CLEC End User 911 Records.

2.4.3. SBC TEXAS ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

2.4.4. SBC TEXAS will update CLEC's End User 911 Records in the E911 DBMS, at no charge to CLEC, if the CLEC uses SBC's E911 Gateway to maintain the CLEC's end user records. SBC TEXAS will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.

2.4.5. SBC TEXAS shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities, in accordance with Texas PUC Subst. R. 26.433.

2.4.6. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and SBC TEXAS is the 911 service provider.

2.4.7. Where SBC TEXAS manages the DBMS, SBC TEXAS shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

2.4.8. Where SBC Texas is the 911 Database Provider, SBC Texas, upon receipt of ALI Database Error Report from an authorized E911 Customer, will update CLEC UNE-P end user records in the ALI Database in accord with the change to the ALI record submitted by the E911 Customer. Where SBC Texas is the 911 Database Provider, SBC Texas, upon receipt of a "No Record Found" (NRF) or Misroute report from an authorized E911 Customer, will investigation and resolve said NRF or Misroute report on CLEC's behalf. If said NRF or Misroute report requires assistance from CLEC, CLEC and SBC Texas will work cooperatively to resolve all NRFs and Misroutes in an expeditious manner.

3.0 CLEC RESPONSIBILITIES

3.1. Call Routing

3.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the SBC TEXAS SR office of the E911 system, where SBC TEXAS is the 911 Service Provider.

3.1.2 CLEC shall provide interconnection at each appropriate SBC TEXAS 911 Selective Router that serves each exchange area in which CLEC chooses to provide telephone exchange service.

3.2 Facilities and Trunking

3.2.1 CLEC shall provide interconnection at each appropriate SBC TEXAS 911 Selective Router that serves each exchange area in which CLEC chooses to provide telephone exchange service.

3.2.2 The Parties agree that CLEC will not have to establish 911 trunking or interconnection to SBC TEXAS' 911 Selective Routers and therefore SBC TEXAS shall not provide 911 services for those telephony applications in which CLEC does not offer services which permit end users to place outgoing voice calls provided that:

3.2.2.1 Having represented and warranted to SBC TEXAS that it will not offer services permitting end users to place outgoing voice calls, CLEC agrees that it will not provide such services to its end users over the facilities or network elements furnished by SBC TEXAS and will provide sufficient notice to SBC before doing so; and

3.2.2.2 CLEC understands and agrees that, should it decide to provide services permitting end users to place outgoing voice calls, it is required to meet all applicable Commission 911 service requirements;

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

3.2.2.4 CLEC agrees to begin implementing access to 911 sufficiently in advance of the planned implementation of services involving outgoing voice service to meet its 911 requirements under this Interconnection Agreement and Applicable Law. CLEC understands that the steps it must take to fulfill its 911 obligation include, but are not limited to, obtaining NXX(s)from Neustar for the exchange area(s) CLEC plans to serve, submission of the appropriate form(s) to SBC TEXAS, and, following SBC TEXAS' processing of such form(s), obtaining approval from the appropriate E911 Customer(s) for the CLEC's 911 service architecture. CLEC further understands that E911 Customer approval may include testing 911 trunks with appropriate PSAP(s). CLEC understands that, based on SBC TEXAS' prior experience with CLEC implementation of 911, these steps may require a minimum of sixty (60) days;

3.2.2.5 CLEC agrees to indemnify and hold SBC TEXAS harmless from the consequences of CLEC's decision to not interconnect with SBC TEXAS' 911 Selective Routers.

3.2.3 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

3.2.4 Except in configurations identified in sections 3.2.2 above**,** CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls to each SBC TEXAS 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA/ MF trunking.

3.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the SBC TEXAS SR.

3.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated SBC TEXAS 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

3.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC TEXAS 911 SR.

3.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

3.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from SBC TEXAS.

3.2.10 CLEC will cooperate with SBC TEXAS to promptly test all 911 trunks and facilities between CLEC’s network and the SBC TEXAS 911 Selective Router(s), in accordance with industry standards, to assure proper functioning of 911 service.

3.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC’s demarcation (for example, collocation). SBC TEXAS will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising SBC TEXAS of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC TEXAS of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC TEXAS will refer network trouble to CLEC if no defect is found

in SBC TEXAS' 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

3.3 Database

3.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to SBC TEXAS for inclusion in SBC TEXAS' DBMS on a timely basis. SBC TEXAS and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.

3.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

3.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

3.3.4 CLEC is responsible for providing SBC TEXAS updates to the ALI database; in addition, CLEC is responsible for correcting any CLEC-caused errors that may occur during the entry of their data to the SBC TEXAS 911 DBMS.

3.3.5 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

3.4 Other

3.4.1 CLEC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

4.0 E911 REQUIREMENTS FOR UNEP AND UNE SWITCH PORT (stand alone port)

4.1 UNE-P (Port with Loop)

4.1.1 CLEC shall order and provide accurate service address information for all UNE-P orders using the Local Service Request (LSR) process established by SBC TEXAS. SBC TEXAS shall provide access to E911/911 services for CLEC UNE-P end users in the same manner that it provides such access to SBC TEXAS' own retail end users. This access shall include E911/911 call routing to a Public Safety Answering Point (PSAP) designated to receive a 911 call from a CLEC end user based on the service location of that end user.

4.1.2 SBC TEXAS shall provide CLEC UNE-P end user location information to the PSAP and shall accept calls from PSAPs concerning E911/911 service for CLECUNE-P end users. CLEC and SBC TEXAS agree to work cooperatively on requests from a PSAP in an expeditious manner if such a request requires participation from both parties.

4.1.3 SBC TEXAS, upon receipt of an LSR from CLEC for UNE-P end user records, will perform any necessary error correction of a UNE-P end user record if said record errs as a result of E911/911 data validation processes and that such error can be corrected without additional information provided to SBC TEXAS from CLEC. If the UNE-P record does not pass E911/911 data validation processes and requires additional input from CLEC, CLEC and SBC TEXAS will work cooperatively to correct such error.

4.1.4 SBC TEXAS shall use the appropriate service order process to update and maintain CLEC UNE-P end user service information utilized for inclusion in the Automatic Location Identification (ALI) database used to support E911/911 on a non-discriminatory basis.

4.1.5 SBC TEXAS, upon receipt of a change to the Master Street Address Guide (MSAG) from an authorized E911 Customer, will update CLEC UNE-P end user records in the ALI Database. SBC TEXAS will update all CLEC UNE-P end user records in the ALI database affected by such a change in accord with the MSAG change submitted by the E911 Customer.

4.1.6 SBC TEXAS, upon receipt of ALI Database Error Report from an authorized E911 Customer, will update CLEC UNE-P end user records in the ALI Database in accord with the change to the ALI record submitted by the E911 Customer. . SBC TEXAS, upon receipt of a "No Record Found" (NRF) report from an authorized E911 Customer, will forward said NRF report to CLEC for investigation and resolution. CLEC and SBC TEXAS will work cooperatively to resolve all NRFs in an expeditious manner.

4.2 UNE Port (Stand Alone Switch Port)

4.2.1 CLEC shall order and provide accurate service address information for all UNE Port orders using the Local Service Request (LSR) process established by SBC TEXAS. SBC TEXAS shall provide access to E911/911 services for CLEC UNE Port end users in the same manner that it provides such access to SBC TEXAS' own retail end users. This access shall include E911/911 call routing to a Public Safety Answering Point (PSAP) designated to receive a 911 call from a CLEC end user based on the service location of that end user.

4.2.2 SBC TEXAS shall provide CLEC UNE Port end user location information to the PSAP and shall accept calls from PSAPs concerning E911/911 service for CLEC UNE Port end users. CLEC and SBC TEXAS agree to work cooperatively on requests from a PSAP in an expeditious manner if such a request requires participation from both parties.

4.2.3 SBC TEXAS, upon receipt of an LSR from CLEC for UNE Port end user records, will perform any necessary error correction of a UNE Port end user record if said record errs as a result of E911/911 data validation processes and that such error can be corrected without additional information provided to SBC TEXAS from CLEC. If the CLEC UNE Port record does not pass E911/911 data validation processes and requires additional input from CLEC, CLEC and SBC TEXAS will work cooperatively to correct such error.

4.2.4 Texas shall use the appropriate service order process to update and maintain CLEC UNE Port end user service information utilized for inclusion in the Automatic Location Identification (ALI) database used to support E911/911 on a non-discriminatory basis.

4.2.5 SBC TEXAS, upon receipt of a change to the Master Street Address Guide (MSAG) from an authorized E911 Customer, will update CLEC UNE Port end user records in the ALI Database. SBC TEXAS will update all CLEC UNE Port end user records in the ALI database affected by such a change in accord with the MSAG change submitted by the E911 Customer.

4.2.6 SBC TEXAS, upon receipt of an ALI Database Error Report from an authorized E911 Customer, will update CLEC UNE Port end user records in the ALI Database in accord with the change to the ALI record submitted by the E911 Customer. SBC TEXAS, upon receipt of a "No Record Found" (NRF) report from an authorized E911 Customer, will forward said NRF report to CLEC for investigation and resolution. CLEC and SBC TEXAS will work cooperatively to resolve all NRFs in an expeditious manner.

4.2.7 CLEC will issue the appropriate LSR established by SBC TEXAS for UNE Port end user changes as a result of an end user moving from one physical service location to a new physical service location that result in a rearrangement of the Loop associated with said UNE Port end user. CLEC will issue said LSR with accurate and complete service address information for said UNE Port end user. SBC TEXAS will process said LSR to ensure the E911/911 Database is properly updated.

4.3 UNE Loop

4.3.1 CLEC shall refer to all other sections within this 911 Appendix for transport facilities, trunking and database with respect to UNE Loop services.

5.0 RESPONSIBILITIES OF BOTH PARTIES

5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated SBC TEXAS 911 Selective Router(s).

6.0 METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, and (iii) the principles expressed in the recommended standards recommended by NENA.

7.0 CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC TEXAS and CLEC. These specifications shall be documented in CLEC E911 Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of CLEC E911 Exhibit I and submit it to SBC TEXAS not later than forty-five (45) days prior to the passing of live traffic. SBC TEXAS shall complete its portion of CLEC E911 Exhibit I and return CLEC E911 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 TEXAS prior to use of CLEC's E911 connection for actual emergency calls.

7.4 Each Party has designated a representative who has the authority to complete additional CLEC E911 Exhibit 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 trunks. CLEC must obtain approval from the applicable E911 customer(s) for each additional CLEC E911 Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional CLEC E911 Exhibit I in accordance with Section 7.2.

7.5 The Parties designate the following representatives who shall have the authority to execute additional CLEC E911 Exhibit I to this Attachment when necessary to accommodate expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of E911 trunks:

SBC TEXAS representative:

Account Manager
4 Bell Plaza, 7th Flr
311 S. Akard St.
Dallas, TX 75202-5398

CLEC representative:

CLEC Contact
CLEC
Address
City, State ZIP
Telephone Number

7.6 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

8.0 BASIS OF COMPENSATION

8.1 The charges for 911 transport, and port termination charges shall be consistent with Texas Public Utility Commission Rules, including 26.435, for each E911 Control Office to which CLEC connects.

8.2 SBC TEXAS shall charge CLEC an interim rate of $39.00 per DS0 trunk, for 911 transport and port termination charges. There will be no true-up in the event that SBC subsequently receives approval from the Texas Public Utility Commission for a different rate for either Party to this Agreement.

8.3 Charges will begin on the date connection to E911 service commences.

9.0 MONTHLY BILLING

9.1 **SBC TEXAS** will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 7.0 above. Payment will be made in accordance with Section 8 (Billing), Section 9 Assurance of Payment, Section 10 , Payment of Rates and Charges and Section 11 Dispute Resolution of the General Terms and Conditions of this Agreement, including the provisions governing resolution of billing disputes.

10.0 LIABILITY

10.1 The Parties' liability with respect to 911/E911 services is subject to the Texas Health & Safety Code Section 771.053. In the event that Section 771.053 is not applicable, then the Parties' liability with respect to 911/E911 services shall be governed by the provisions of the General Terms and Conditions of the agreement.

CLEC E911 EXHIBIT I

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
CLEC Name & Contacts	**CLEC "OCN"**	**9-1-1 Intercon. Addr.**	**Switch Type**	**CLEC NPA/NXX(s) Included**
				NPA Code(s):
E9-1-1 Manager			**CLLI Code**	
	CLEC Telco ID			
			"Connect Signal" Digits	**Estimated # of EAAs**
9-1-1 Database Manager	**CLEC Service Area Description:**		1 - 1	
	Rate Center(s):			**# 9-1-1 Trunks Requested**
Switch Site Contact			**"Default" PSAP / ESN**	
				SS7 Point Code

SBC E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE					
E9-1-1 CONTROL OFFICE:		**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				
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:			**Prepared by:**	
HRC	=	Home Rule City		
ECD	=	Emergency Communications District		voice
COG	=	Council of Governments or Regional Planning Commission		fax
(blank)	=	(blank space for use as needed to define another agency type)		email
STATUS of EXHIBIT:			**Date Prepared**	

ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT

This Attachment 16: Network Security and Law Enforcement to the Agreement sets forth terms and conditions concerning certain Network Security and Law Enforcement requirements.

1.0 Protection of Service and Property

1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, SBC TEXAS agrees to take the following reasonable and prudent steps, including but not limited to:

1.2 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent SBC TEXAS provides this protection to its own facilities. SBC TEXAS will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. If escorted, CLEC employees and authorized agents must present identification required by SBC TEXAS.

1.3 SBC TEXAS will follow mutually agreed upon notification procedures in the event it becomes necessary for a SBC TEXAS employee to enter into the exclusive CLEC collocated space.

1.4 Complying at all times with mutually agreed to CLEC security and safety procedures and requirements, including but not limited to sign in, identification, and escort requirements while in spaces which house or contain CLEC equipment or equipment enclosures.

1.5 Allowing CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as SBC TEXAS has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.

1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.

1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as SBC TEXAS provides to itself.

1.8 Limiting the keys used in SBC TEXAS' keying systems for cages which contain or house CLEC equipment or equipment enclosures to its employees for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. SBC TEXAS will change locks at CLEC's request and expense where a security breach is known or suspected and the breach is not caused by SBC TEXAS.

1.9 Where CLEC requests these specifications and is amenable to funding said custom work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house CLEC equipment or equipment enclosures.

1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures.

1.11 Providing prompt notification to designated CLEC personnel to indicate an actual or attempted security breach of which SBC TEXAS is aware.

1.12 CLEC and SBC TEXAS further agree to:

1.12.1 Providing a mutually acceptable back-up and recovery plan to be used in the event of a security system failure or emergency.

1.12.2 Installing Controls:

- to disconnect a user for a pre-determined period of inactivity on authorized ports;
- to protect customer proprietary information; and,
- to databases to ensure both ongoing operational and update integrity.

1.12.3 Logical Security

- assuring that all approved system and modem access be secured through security servers. Access to or connection with a network element will be established through a secure network or security gateway.
- agreeing to comply with AT&T Corporate Security Instruction 3.03 "Computer Security Requirements," March 1993, and AT&T Network Security Requirements 4.0, March 1996.

2.0 Revenue Protection

2.1 SBC TEXAS will make available to CLEC to the extent that SBC TEXAS provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes and call blocking of international, 900 and 976 numbers.

2.2 SBC TEXAS will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties in the same manner it does so for itself.

2.3 SBC TEXAS will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

3.0 Law Enforcement Interface

3.1 SBC TEXAS will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. SBC TEXAS will provide assistance twenty-four (24) hours per day for situations involving immediate threat to life or at the request of law enforcement officials. SBC TEXAS will provide a twenty-four (24) hour contact number to administer this process.

ATTACHMENT 17: Performance Measurements

This Attachment 17: Performance Measurements sets forth the terms and conditions under which SBC TEXAS will report performance to CLEC and compare that performance to SBC TEXAS' own performance or benchmark criteria, whichever is applicable. Enforcement measures through liquidated damages for failure to meet certain performance measures, set forth in this Attachment, are agreed upon in the Performance Remedy Plan included in a separate agreement of the Parties (Performance Remedy Plan Agreement).

1.0 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.

2.0 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.

3.0 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 Public Utility Commission of Texas 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.

4.0 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.

5.0 Reports

5.1 CLEC will have access to monthly reports on aggregate CLEC liquidated damages paid (credits issued), performance measures and business rules through an Internet website. The website will includes individual CLEC data, aggregate CLEC data, and SBC TEXAS' state aggregate data.

5.2 In the event SBC TEXAS misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SBC TEXAS shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of SBC TEXAS processes, to the extent appropriate.

5.3 SBC TEXAS will not levy a separate charge for provision of the data to CLEC called for under this Attachment. SBC TEXAS will make raw data available to CLEC via the CRDWS - CLEC Raw Data Web Site. Raw data for the current period will be posted in detail files for downloading by the last business day of each month. These files will be available for download for 60 days from the date of posting, after which the earliest monthly file will be replaced with the raw data file for the current month. Notwithstanding any other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

6.0 Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Version 4.0)

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PERFORMANCE MEASUREMENTS BUSINESS RULES

A. Pre-Ordering/Ordering

1.1. Measurement	
Average Response Time for Manual Loop Make-Up Information	
Definition:	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
Exclusions:	
Manual requests for Loop Makeup Information not initiated by the CLEC; however, manual requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.	
Business Rules:	
For a DataGate/EDI/CORBA or EnhancedVerigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or EnhancedVerigate request is when the loop makeup information has either has been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System. For manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual System. SBC will provide raw data to CLECS in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.	
Calculation:	**Report Structure:**
∑(Date and Time the Loop Qualification is made available to CLEC – Date and Time the CLEC request is received)/Total number of loop qualifications	By CLEC, All CLECs and SBC or its affiliates (or SBC acting on behalf of its affiliate).by state.
Disaggregations and Benchmarks:	
None	3 business days (Critical Z does not apply)

2. Measurement	
Percent Responses Received within "X" seconds – OSS Interfaces	
Definition:	
The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA) by function.	
Exclusions:	
None	
Business Rules:	
Timestamps for the uniform interfaces (EnhancedVerigate, EDI and CORBA) are taken at the SBC Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times**.** The clock starts on the date/time when the query is received by the SBC Pre-Order Adapter and stops at the date/time the SBC Pre-Order Adapter passes the response back to the interfacing application (EnhancedVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC on-line website. For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the SBC Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from SBC Pre-Order Adapter and the end time is when the message is sent to the CLEC. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	**Report Structure:**
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate), by interface, by state.
Disaggregations and Benchmark:	
Overall transactions returned within required interval. Benchmark 95% Does not include Protocol Translation times as noted below. No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply) All measurements below will be reported on a diagnostic basis.	
Measurement	**EnhancedVerigate, EDI and CORBA**
Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes random inquiry, reservation, confirmation and cancellation transactions) Telephone Number Assignment – Specific Inquiry	95% in <= 10 seconds 95% in <= 20 seconds
Customer Service Summary (non-uniform) /Customer Service Inquiry (Uniform) < = 30 WTNs (Also broken down for Lines as required for DIDs).	95% in <=15 seconds
Service/Feature Availability	95% in <=13 seconds
Service Appointment Scheduling (Due Date)	95% in <=5 seconds

Dispatch Required	95% in <=19 seconds
PIC / LPIC	95% in <=25 seconds
Actual Loop Makeup Information requested	95% in <= 60 seconds
Design Loop Makeup Information requested(includes Pre-Qual transactions)	95% in <=15 seconds
Protocol Translation Time – EDI(input and output)	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <=1 seconds
Protocol Translation Time – EnhancedVerigate (input and output)	95% in <= 1 seconds Diagnostic

4 Measurement	
OSS Defects Per Million Opportunities (DPMO)	
Definition:	
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability	
Exclusions:	
• Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with SBC Southwest's change management process • Undetected Interface outages reported by a CLEC that were not reported to SBC Southwest's designated trouble reporting center within 5 business days	
Business Rules:	
The "Minutes of Scheduled Availability" are the cumulative number of Minutes over which SBC Southwest plans to offer and support CLEC access to SBC Southwest's operational support systems (OSS) functionality during the reporting period. "OSS Defects" are the actual number of minutes, during the scheduled available time, that the SBC Southwest interface is incapable of accepting, receiving and/or responding to CLEC transactions or data files. An "OSS Defect" for pre-order includes all minutes of unavailability by the pre-order disaggregations listed below. Under this measure there is no consideration of "partial availability" (i.e. degraded service conditions). SBC will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. SBC Southwest will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. central time Monday through Friday).	
Calculation:	**Report Structure:**
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
Disaggregations and Benchmarks:	
• Verigate (interface only) = 5000 DPMO • EDI Pre-Order (interface only) = 3000 DPMO • CORBA Pre-Order (interface only) = 3000 DPMO • Total of all 5 Pre-Order function disaggregations = 5,000 DPMO • LEX = 5000 DPMO • EDI Ordering = 3000 DPMO • EBTA GUI = 5000 DPMO • EBTA App-to-App = 5000 DPMO • SBC Southwest RAF (by CLEC) = 5000 DPMO • SBC Toolbar = 5000 DPMO • EASE reported for Consumer and Business = Diagnostic (Critical Z does not apply)	

5. Measurement: (PM 5 combined with PM 5.2)
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.
Definition:
Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.
Exclusions:

For LSRs

- Rejected (manual and electronic) LSRs.
- SBC only Disconnect orders.
- Services ordered out of the Access Tariff
- Interconnection Orders
- Unbundled Dedicated Transport Orders

For ASRs

- All LSRs
- Access Orders purchased from SBC tariffs
- Rejected (manual and electronic) ASRs
- SBC Only disconnect Orders

Business Rules:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m, excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed.
All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex.

A Mechanized Business Ordering system (MBOS) document is required for engineering of trunks that must take place prior to the request being worked.
The MBOS form must be initiated by the LSC service representative with information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

ENHANCEDLEX/EDI

For ENHANCEDLEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or ENHANCEDLEX) with the system date and time. The end date and time is recorded by the interface (EDI or ENHANCEDLEX) and reflects the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC by fax. The fax receipt date and time is recorded and input into WFM. The end time is the actual date and time that a successful attempt to send a paper fax is made back to the CLEC or in cases where fax receipt is prevented at CLEC's facility, the end date and time will be the 2nd attempt to send fax to the CLEC. If a CLEC does not require a paper fax, the FOC information is provided via the FOC/SOC Website, and the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

FOR ASRs:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will establish the actual end date/time. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

In the event that the Access Service Order Guidelines/Access Service Request (ASOG/ASR) Bi-Annual Release occurs during LSC hours of operation, that time will be excluded from the determination of timely FOCs.

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate). This includes mechanized from EDI and ENHANCEDLEX and manual (e.g. FAX or phone orders). By State.
Disaggregations and Benchmarks:	

1. Electronic/Electronic LSRs	1. Electronic – Electronic 95% within 45 minutes
2. Manual Intervention LSRs	2. 95% within
A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS	A. 5 Hours
B. Mechanized UNE xDSL Capable Loop (1-20)	B. 6 Hours
C. Mechanized UNE xDSL Capable Loop (>20)	C. 14 Hours
D. Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/UNE-P/Manual UNE Loop(1-49)/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49)	D. 24 Hours
E. Manual and Mechanized Complex Bus (>200)/Manual and Mechanized UNE Loop (>50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Complex UNE-P/ Manual and Mechanized LNP with Loop (>20)/Manual UNE xDSL Capable Loop (> 49)	E. 48 Hours
F. Manually and Mechanized LNP Complex Business (>50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic) < Negotiated with Notification of Timeframe within 24 Clock Hours/ Projects	F. Negotiated interval
3. ASRs A. Interconnection Facilities and Trunks B. Unbundled Dedicated Transport DS3s C. Unbundled Dedicated Transport DS1s D. Projects	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:	
Mechanized Rejects The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time. Manual Rejects Received Electronically The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m. The end time is the date and time the reject notice is available to the CLEC via EDI/ Enhanced LEX. A manual reject is a reject of an electronically received LSR that requires manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	**Report Structure:**
(# mechanized rejects returned within 1 hour ÷ total rejects) * 100 (# electronic manual rejects returned within 6 hours of receipt of LSR÷ total electronic manual rejects) * 100	Reported for CLEC and all CLECs and SBC affiliate, by state.
Disaggregations and Benchmark:	
1 Mechanized 2. Manual rejects received electronically	1. 97% within 1 hour 2. 97% within 6 hours (Critical Z does not apply)

10.2 Measurement:	
Percentage of Orders that receive SBC-caused Jeopardy Notifications	
Definition:	
Percentage of total orders received electronically via LEX/EDI and processed for which SBC notifies the CLEC that an order is in jeopardy of meeting the due date, due to SBC cause.	
Exclusions:	
N and D service orders	
Business Rules:	
Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where SBC identifies the potential for not meeting the scheduled due date (LOF or additional information). Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.	
Calculation:	**Report Structure:**
(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs, by state.
Disaggregations and Benchmarks:	
• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) • Facilities Jeopardies • Other SBC caused Jeopardies • CLEC/EU caused Jeopardies A list of current Jeopardy codes may be found in CLEC Online in the CLEC Handbook User Guides/Tech Pubs section. Choose Ordering, LSOR 6+ (13 State) Local Service Ordering Requirements, LSOR 6+ (13 State Documentation, Volume II, SBC Local Responses, Local Response Jeopardy, RCODE – Reason Code..	Diagnostic

11.2 Measurement:
Average SBC-caused Jeopardy Notification Interval
Definition:
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time SBC issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed). Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.
Exclusions:
• N and D Service orders
Business Rules:
With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that SBC issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.
Levels of Disaggregation:

- Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)
- Facilities Jeopardies

POTS (includes the following):

- 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)
- 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)
- 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access
- UNE Platform – POTS

UNE SPECIALS or Designed Services (includes the following):

- BRI Loop with Test Access
- ISDN BRI Port
- DS1 Loop with Test Access
- DS1 Dedicated Transport
- Subtending Channel (23B)
- Subtending Channel (1D)
- Analog Trunk Port
- Subtending Digital Direct Combination Trunks
- DS3 Dedicated Transport
- Dark Fiber
- DSL Loops – Line Sharing
- DSL Loops – Non-Line Sharing
- DSL Loops - Line Splitting
- UNE-Platform-Specials

Other SBC Caused

- Other SBC caused Jeopardies
- CLEC/EU caused Jeopardies

Calculation:	**Report Structure:**
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and SBC affiliate by state.
Benchmark:	
Facilities Jeopardies: POTS – 1 hour UNE Specials – 4 hours Other SBC caused – 1 day Diagnostic only	

12.1 Measurement	
Percent Provisioning Accuracy	
Definition:	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
Exclusions:	
• Cancelled Orders • Rejected orders due to CLEC caused errors	
Business Rules:	
This measurement compares all fields listed in Attachment 5 as submitted on the LSR to the associated service order that provisioned the requested services. SBC commits to make a good faith effort to maintain the list in Attachment 5 with any new fields that can be compared mechanically (e.g. features, PIC, etc.) when those fields have a legitimate impact on the customer. SBC Billing will inform the LSC and ASC through Bill Alerts, regarding situations that impact or potentially impact customer billing. The LSC and ASC will notify the affected CLECs upon receipt of the Bill Alerts.	
Calculation:	**Report Structure:**
(# of completed service orders with fields provisioned as ordered on the LSR's ÷ total service orders completed * 100	Reported by individual CLEC, CLECs and SBC, by state.
Disaggregations and Benchmarks:	
• Flow Through • Non-Flow Through Note: SBC will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.	95%

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12.2 Measurement	
Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
Definition:	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
Exclusions:	
• Where CLEC accesses SBC's systems using a Service Bureau Provider, the measurement of SBC's performance shall not include Service Bureau Provider processing, availability or response time. • CLEC-caused misses and delays	
Business Rules:	
Days are calculated by subtracting the date the line loss notification was made available to the CLEC from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24 hour day. This includes all products for which loss notifications are sent.	
Calculation:	**Report Structure:**
(# of mechanized line loss notifications returned to the CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC all CLECs, and SBC Affiliates, by state.
Disaggregations and Benchmarks:	
None	95% within one business day

13. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through SBC ordering systems without manual intervention.	
Exclusions:	
• Excludes rejected orders • Manually received orders	
Business Rules:	
The number of eligible orders that flow through SBC's ordering systems and are distributed in SORD without manual intervention, divided by the total number of Eligible electronically generated orders within the reporting period. Orders that fall out for manual handling, that are worked by SBC and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.	
Calculation:	**Report Structure:**
(# of orders that flow through ÷ total eligible electronic orders) * 100	Reported by CLEC, all CLECs and SBC and SBC affiliate, by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	95%

13. 1 Measurement	
Overall Percent LSR Process Flow Through	
Definition:	
Percent of LSRs that progress through SBC's ordering, provisioning, and billing systems without manual intervention.	
Exclusions:	
• LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error	
Business Rules:	
The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which SBC returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include: • LSRs for which SBC returns a manually generated reject, order confirmation, or jeopardy notification, • LSRs for which SBC internal service orders are not electronically generated or as to which any manual entry is made on associated SBC internal service orders, • LSRs with any associated service orders that do not distribute out of SBC's SORD system without fall out or manual processing, • LSRs with any associated service orders that do not update databases without fall out or manual processing, • LSRs which result in any manual AIN trigger setting or manual switch translation work, • LSRs with any associated service orders that do not successfully post to each SBC back end billing systems without fall out or manual processing including error resolution.	
Calculation:	**Report Structure:**
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, SBC and SBC Affiliates by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	Diagnostic

B. Billing

17.2New 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:
POTS/UNE-P/Specials/UNEs/LNP Loops/LNP Standalone Measure of orders (circuits for specials) completed within the customer requested due date when that date is greater than or equal to the standard offered interval, (see Due Date Interval Matrix at the end of this document.), or if expedited the date agreed to by SBC. Interconnection Trunks Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC.
Exclusions:
• Excludes customer caused misses (e.g., customer not ready, construction not complete). • Excludes all orders except N, T, and C orders. • Excludes Weekends and Holidays. • Excludes circuits requested for less than the standard offered interval unless agreed to by SBC • NPAC caused delays unless caused by SBC (LNP only)
Business Rules:
POTS/UNE-P The clock starts on the Application Date, which is the day that SBC receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date which is the day that SBC personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]. UNE Combinations, are reported at order level. Due dates for Field Work orders are determined by the offered interval on the due date board at the time that the order is distributed, unless an expedite has been accepted by SBC. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the SBC agreed to due date will be substituted for the customer requested due date and included in this measure. Due dates for No Field Work Orders will be the due date requested on the LSR, except that, for a No Field Work Order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by SBC. SBC will provide a diagnostic measure as to how often due date on FOC changes from requested. This will be in the form of a monthly report of the percentage of CLEC requested due dates which are confirmed by FOC, reported separately for resale and for UNE-P if technically feasible. (including/disaggregated by both Field Work and No Field Work orders). Specials The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SBC personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date.

This measure is reported at a circuit level.

UNEs/EELS

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SBC personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure includes expedites agreed to by SBC. This measure is reported at a circuit level.

LNP Loops

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3 day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4 day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.

LNP Standalone

Industry guidelines for due dates for LNP are as follows:

- For Offices in which NXXs are previously opened – 3 Business Days.
- New NXX – 5 Business days on LNP capable NXX.

The above-noted due dates are from the date of the FOC receipt.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.

>30 TNs, including entire NXX: The due dates are negotiated.

Interconnection Trunks

SBC will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date.

Calculation:	Report Structure:
POTS/UNE-P/Specials/UNEs - (Count of orders/circuits installed within the requested interval ÷ total number of orders/circuits not subject to exclusions) * 100 LNP Loops/LNP Standalone - Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100 Interconnection Trunks - (Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is	Reported for CLEC, all CLECs and SBC by state.

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	
Disaggregations and Benchmarks:	
POTS 1. Field Work (FW) - Bus Class of Svc - Res Class of Svc 2. No Field Work (NFW) - Bus Class of Svc - Res Class of Svc 3. UNE-P -Field Work (FW) 4. UNE -P - No Field Work (NFW) 5. 8.0dB Loops (standalone and loop with LNP) Resale Specials/UNE 6. DS0 (DDS, VGPL, 5 db loops, switch ports) 7. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport 8. ISDN & BRI (resale, loops and ports) 9. DSL and Line Splitting 10. Line Sharing and IDSL) 11. EELS – DSO 12. EELS – DS1 13. Interconnection trunks 14. LNP only: NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs)	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) 2. Resale POTS parity between No Field Work compared to SBC Retail No Field Work (N, T, C order types). 3. UNE-P Parity between Field Work compared to SBC Retail Field Work (N, T, C order types) 4. UNE-P Parity between No Field Work compared to SBC Retail No Field Work. (N, T, C order types). 5. 95% Resale Specials and UNEs 6. 95% 7. 95% in five days (Critical Z does not apply) 8. 95% 9. 95% 10. 95% 11. 90%(5 days), 92% in 6 months, 95% in a year 12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply) 13. 95% 14. 96.5%

30. Measurement (PM 30 Combined with PM 60)	
Percent SBC Missed Due Dates Due To Lack of Facilities	
Definition:	
POTS/UNE-P/Specials/8.0 dB Loops Percent N, T, and C orders with missed committed due dates due to lack of facilities. UNEs Percentage of UNEs circuits with missed committed due dates due to lack of facilities.	
Exclusions:	
• Excludes orders that are not N, T, or C. • Interconnection Trunks.	
Business Rules:	
POTS/UNE-P – The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity. UNE-P- are reported at order level. The lack of facilities is selected based on the missed reason code. Specials – The Due Date starts the clock. The Completion Date is the day that SBC personnel complete the service order activity, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID and by selected center names that indicate resale. The lack of facilities is selected based on the missed reason code. UNEs/EELS – Any completion date that is greater than the due date with a SBC lack of facilities missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.	
Calculation:	**Report Structure:**
(Count of orders / circuits with missed due dates due to lack of facilities ÷ total field work orders / circuits completed) * 100 (Calculated monthly based on posted orders)	Reported for CLEC, all CLECs and SBC Retail for POTS. By state.
Disaggregations and Benchmarks:	

1. POTS- Field Work (FW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types)
2. UNE-P - Field Work (FW)	2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types)
3. 8.0dB Loops	3. Compared to Business Retail POTS and Residence Retail POTS Combined
Resale Specials/UNEs: 4. DS0 (DDS, VGPL, switch ports)	4. 5%
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply) 6. 5%
6. ISDN & BRI (resale, loops, and ports)	7. 5%
7. DSL and Line Splitting	8. 5%
8. Line Sharing and IDSL	9. 5%
9. EELS – DS0 10. EELS – DS1	10. 8%, 4% in 6 months (Critical Z does not apply)
	Note: Comparisons are used for Diagnostic purposes only.

32. Measurement (PM 32 Combined with PM 62 and PM 74)

Average Delay Days For SBC Caused Missed Due Dates.

Definition:

POTS/UNE-P/Specials

Average calendar days from due date to completion date on company missed orders /circuit.

UNEs/EELS

Average calendar days from the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC, to completion date on company missed UNEs (8.0 dB loops are measured at an order level).

Interconnection Trunks

Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC to completion date on company missed interconnection trunk orders.

Exclusions:

- Excludes orders that are not N, T, or C.

For Specials/UNEs/Interconnection Trunks Only:

- Excludes any incremental days attributable to the CLEC after the initial SBC caused delay. Does not exclude No Access attributable to the end user after the initial due date has been missed by SBC.

Business Rules:

Resale POTS and UNE-P - The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity. UNE-Ps are reported by the order that completes the service activity POTS and UNE-Ps are reported at an order level.

Specials - The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID.

UNEs/EELS - The calculation is the difference in calendar days between the completion date and the FOC due date. The Due Date is the customer requested due date when that date is greater than or equal to the offered interval. If expedited (accepted or not accepted), the Due Date is the date agreed to by SBC, which is the due date reflected on the FOC. The data is reported at a circuit level. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs with the exception of 8.0 dB loops, which are reported at an order level to facilitate comparison with POTS retail.

Interconnection Trunking - The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.

Calculation:	Report Structure:
Σ(Completion date – orders/committed circuits due date) ÷ (total # of completed orders/posted circuits with a SBC caused missed due date)	Reported for CLEC, all CLECs and SBC, by state.

Disaggregations and Benchmarks:

POTS 1. Field Work (FW) - Bus Class of Svc - Res Class of Svc No Field Work (NFW) - Bus Class of Svc - Res Class of Svc 2. UNE-P Field Work (FW) No Field Work (NFW) 3. 8.0dB Loops – FW 8.0dB Loops - NFW <u>Resale Specials/UNEs:</u> 4. DS0 (DDS, VGPL, 5.0 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. Interconnection Trunks	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 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. Compared to Business Retail POTS and Residence Retail POTS Combined – FW and NFW 4. 6 days 5. 6 days (Critical Z does not apply) 6. 5 days 7. 6 days 8. 6 days 9. 6 days 10. 6 days (Critical Z does not apply) 11. Parity with SBC Interoffice trunking network

35. Measurement (PM 35 Combined with PM 59 and PM 98)

Percent Trouble Report Within X Days (I-10 / I-30) of Installation

Definition:

Percent of N, T, C orders, (by circuit for specials), that receive an electronic or manual trouble report on or within10 calendar days for POTS/UNE-P, or 30 calendar days for specials), of service order completion.

Percentage of UNEs that receive a customer trouble report within X" calendar days, where "x" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, of service order completion.

Exclusions:

- Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.
- CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
- Excludes reports caused by customer provided equipment (CPE) or wiring, Interexchange Carrier/Competitive Access Provider, and Informational.
- Excludes trouble report received on the due date before service order completion.
- Interconnection Trunks
- Loops without test access - BRI
- Orders that are not N, T, or C.
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps that are determined to be the cause of trouble.
- Trouble reports caused by lack of digital test capabilities on 2-wire BRI and IDSL capable loops where acceptance testing is available and not selected by the CLEC.
- UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date.
- Trouble reports for DSL stand alone loops caused by the lack of loop acceptance testing between CLEC and SBC due to CLEC reasons on the due date.
- CLEC-caused errors.
- NPAC-caused errors unless caused by SBC.
- Stand Alone LNP Orders with more than 500 number activations.

Business Rules:

POTS/UNE-P

Includes reports received the day after SBC personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.

Resale specials

A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It cannot be a repeat report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. . The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 30 days of service order completion and closed within the

reporting month.

UNES/EELS

A trouble report is counted if it is received within "X" calendar days, where "X" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, calendar days of a service order completion. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within "X" calendar days where "X" is 10 calendar days for 8db and 5dB loops and 30 calendar days for all other UNEs**,** calendar days of service order completion that were closed during the reporting month.

Calculation:	**Report Structure:**
(Count of initial, electronic or manual trouble reports on or within X (where X is 10 days for POTS/UNE-P and 8dB loops, UNE-P, and 30 days for Resale Specials) calendar days of service order completion ÷ total # of orders/total circuits) * 100	Reported for POTS Resale by CLEC, total CLECs and SBC, by state.
Disaggregations and Benchmarks:	
1. POTS N& T orders C Orders Field Work (FW) No Field Work (NFW) Business class of service Residence class of service	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 New/Move Orders Change/conversion Orders Field Work (FW) No Field Work (NFW)	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
3. 8.0dB Loop	4. 5%
Specials Resale/UNE	5. 4% (Critical Z does not apply)
4. DS0 (DDS, VGPL, 5 db Loops, & switch ports)	
5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport	6. 5% 7. 5% 8. 5%

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	 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:	
POTS/UNE-P CLEC and SBC repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post. UNEs/EELS Repair reports are entered and tracked by trouble ticket type. Reports are counted in the month they post.	
Calculation:	**Report Structure:**
[Total number of customer trouble reports less installation and repeat reports ÷ (total lines or circuits) ÷100)]	Reported for POTS Resale trouble reports by CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	

1. POTS Business class of service Residence class of service	1. POTS- Parity with SBC retail
2. UNE – P	2. UNE-P – Parity with Retail POTS Business and Retail POTS Residence combined.
3. 8.0dB Loops	3. Parity with Retail POTS Business and Retail POTS Residence combined.
Specials Resale/UNE	4. 5%
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	5. 4% (Critical Z does not apply)
6. ISDN & BRI (resale, loops and ports)	6. 5%
7. DSL and Line Splitting	7. 3%
8. Line Sharing and IDSL	8. 3%
9. EELS – DS0	9. 5%
10. EELS – DS1	10. 4% (Critical Z does not apply)

38. Measurement (PM 38 Combined With PM 66)	
Percent Missed Repair Commitments	
Definition:	
Percent of trouble reports not cleared by the commitment time.	
Exclusions:	
• CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies. • No Access and delayed maintenance for UNE loops. • Specials and Interconnection Trunks • Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only)	
Business Rules:	
POTS/UNE-P The commitment date and time is established when the repair report is received. The cleared time is the date and time that SBC personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment." UNE Loops The commitment time is currently defined as 24 hours for 8.0dB loops. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID.	
Calculation:	**Report Structure:**
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmark:	
1. POTS - Residence • Dispatch • No Dispatch POTS - Business • Dispatch • No Dispatch 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:

POTS/UNE-P

Average duration in calendar days / clock hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.

UNES/EELS and Specials

Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

Interconnection Trunks

Average time to repair interconnection trunks. This measure is based on calendar days.

Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- CLEC excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.
- Exclude Tickets where the CLEC did not take the first available commitment time until SBC has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2005).
- Exclude Vendor meets
- No Access Time
- Delayed Maintenance Time
- Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS)
- Exclude Loops without test access – BRI
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.
- Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC

Business Rules:

POTS and UNE-Ps

The clock starts on the date and time SBC receives a trouble report. The clock stops on the date and time that SBC personnel clear the repair activity and complete the trouble report.

Specials

The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.

UNEs/EELS

The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.

Interconnection Trunks

The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when SBC notifies the CLEC of service restoral.

Calculation:	Report Structure:
Σ[(Date and time SBC clears ticket with the	Reported by CLEC, all CLECs and SBC, by

CLEC) - (Date and time ticket or trouble report is received)] ÷ Total network customer trouble reports Total trunk outage duration ÷ total trunk trouble reports	market area for parity measures and by state for benchmark measures.
Disaggregations and Benchmarks:	
1. POTS - Affecting Service - Out of Service - Dispatch - No Dispatch - Residence - Business	1. POTS – Parity with SBC Retail
2. UNE-P - Affecting Service - Out of Service - Dispatch - No Dispatch - Residence UNE-P - Business UNE-P	2. UNE-P residence – Parity with SBC Retail Residence UNE-P Business – Parity with SBC Retail Business
3. 8.0dB Loops - Dispatch - No Dispatch	3. Compared to business and residence combined
Specials Resale/UNE 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	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:

1. POTS - Residence - Business	1. Parity With SBC Retail POTS
2. UNE-P	2. Parity with SBC Retail Pots Business and Residence Combined
3. 8.0dB Loop	3. Compared to SBC Retail POTS business and residence combined
Resale Specials/UNEs:	
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	4. 10%
5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	5. 15% 10% 6 months (Critical Z does not apply)

6. ISDN & BRI (resale, loops and ports) 7. DSL and Line Splitting 8. Line Sharing and IDSL 9. EELS – DS0 10. EELS – DS1	6. 10% 7. 7.5% 8. 7.5% 9. 10% 10. 15% 10% in 6 months (Critical Z does not apply)

F. Interconnection Trunks

70. Measurement:	
Percentage of Trunk Blockage	
Definition:	
Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from SBC end office to CLEC end office and from SBC tandem to CLEC end office.	
Exclusions:	
• Excludes Weekends and Holidays • CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control. • Blocking caused by unplanned load on a CLECs network • SBC is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from SBC on the due date or CLEC has no facilities or equipment at CLEC end. • CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by SBC or in the timeframe specified in the InterConnection Agreement (ICA). • If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by SBC or in the time frame specified in the ICA. • If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement. • If a CLEC's actual trunk usage as shown be SBC from traffic usage studies is more than 25% above the CLEC's most recent forecast which must have been provided within the last six months. • New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the TG. The exclusions do not apply if SBC fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.	
Business Rules:	
Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.	
Calculation:	**Report Structure:**
({Count of blocked calls – excluded blocked calls} ÷ total calls offered – {excluded blocked calls}) * 100	Reported for CLEC and all CLECs by state.
Disaggregations and Benchmarks:	
• SBC end office to CLEC end office • SBC tandem to end office trunk	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]

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:**
(Number of common transport trunk groups exceeding 2%, 1% blocking ÷ 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:**
Σ(Date and time data processing begins – date and time data processing ends) ÷ total number of files	Reported for individual CLEC, all CLECs and SBC, by state.
Disaggregations and Benchmarks:	
None	Parity

H. Collocation

107. Measurement	
Percentage Missed Collocation Due Dates	
Definition:	
The percentage of SBC caused missed due dates for collocation projects.	
Exclusions:	
• Exclude any applications rejected for non-payment within the times requested under tariff • Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, SBC- will exclude the job from reporting.	
Business Rules:	
The clock starts when SBC receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once SBC provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. The clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy, and CLEC receives CFA/APOT information. . If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC to complete the space per the specifications will be counted as part of the interval. Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from SBC notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by SBC for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to: • CLEC return to SBC corrected and complete floor plan drawings. • CLEC placement of required component(s). If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, SBC will bring these forward for discussion at the next 6-month review.	
Calculation:	**Report Structure:**
(count of number of SBC caused missed due dates for collocation facilities ÷ total number of 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:

<table>
<tr><td colspan="2">

- 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

</td></tr>
<tr><td colspan="2">Business Rules:</td></tr>
<tr><td colspan="2">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.</td></tr>
<tr><td>Calculation:</td><td>Report Structure:</td></tr>
<tr><td>(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100</td><td>Reported by CLEC, all CLECs and SBC, by state.</td></tr>
<tr><td colspan="2">Disaggregations and Benchmarks:</td></tr>
<tr><td>• None</td><td>Parity</td></tr>
</table>

K. Bona Fide/Special Request Process (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis or denial notices provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
The clock starts when SBC receives the application. The clock stops when SBC responds with the preliminary analysis or denial notification.	
Calculation:	**Report Structure:**
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and SBC affiliate, by state.
Disaggregations and Benchmarks:	
None	90% within 30 business days. (Critical Z does not apply) Note: Benchmark is provided for Diagnostic purposes only

124. Measurement	
Timely Resolution of Significant Software Failures Related to Releases	
Definition:	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
Exclusions:	
Errors where a workaround, transparent to the CLEC, is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC)	
Business Rules:	
Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to SBC or receive back from SBC order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above. SBC cannot reasonably determine how a given software release issue impacts all CLECs. Therefore, self-reporting by the CLEC is necessary. SBC will proactively determine and report impacted CLECs if the software problem impacts all LSRs in the major categories of RESALE: UNE-P UNE Loop DSL Capable Loops DSL with Line Sharing LNP only In this case, SBC will determine if these major categories represent 10% or more of the CLEC's LSRs based on PM5 results for the prior month.	
Calculation:	**Report Structure:**
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Disaggregations and Benchmarks:	
• None	95% completed within 48 hours or 2 days. (Critical Z does not apply)

DUE DATE INTERVAL MATRIX

PRODUCT	QUANTITY	INTERVAL (DAYS)
UNE:		
8.0 dB Loop w/wo enhanced daily batch hot cuts	1 – 10 11 – 20 21+	3 7 10
8.0 dB Loop with defined batch cut process	As defined	13
8.0 dB Loop with bulk batch cut process	As defined	Negotiate
5.0 dB Loop	1 – 10 11 – 20 21+	3 7 10
BRI Loop	1 -10 11 – 20 21+	4 10 Negotiate
DS1 Loop	1 – 20 21+	5 Negotiate
Analog Line Port	ALL	2
Analog Trunk Port	ALL	2
DS1 Dedicated Transport	1 – 20 21+	5 Negotiate
DS3 Dedicated Transport	1 – 20 21+	5 Negotiate
ISDN – PRI Loop	1 – 20 21+	5 10
Dark Fiber	1 – 20 21+	5 Negotiate
Standalone INP	1 – 10 11 – 20 21+	3 7 10
DSL No-Line Sharing – Conditioned	ALL	10
DSL No-Line Sharing – Non-Conditioned	ALL	5
DSL Line Sharing – Conditioned	1 – 24 25+	10 Negotiate
DSL Line Sharing – Non-Conditioned	1 – 24 25+	3 Negotiate
Voice Over Data – Conditioned	ALL	10
Voice Over Data – Non-Conditioned	ALL	5
OCn – Loop	1 – 20 21+	25Negotiate
DSL with Line Splitting	1 – 20 21+	5 Negotiate
EELS	1 – 20 21+	5 Negotiate
Subtending Digital Direct Trunks	ALL	3
DS1 Digital Trunk Port DID	ALL	8

RESOLD SPECIALS:		
DDS	1 – 8 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 - BUS	1 – 8 9+ 1 – 8 9+	10 Negotiate 5 Negotiate
PRI	24 – 120 121+	9 Negotiate
UNE-P ISDN	1 – 8 9+	5 Negotiate
OCn	ALL	Negotiate

ATTACHMENT 18: DIRECTORY ASSISTANCE LISTING

This Attachment 18: Directory Assistance Listing (DAL) sets forth terms and conditions, when technically feasible and/or available, for which SBC TEXAS agrees to license its Directory Assistance Listing information to CLEC.

1.0 Introduction

1.1 SBC TEXAS owns and maintains databases containing directory assistance subscriber listing information (name, address and published telephone number or an indication of non-published or non-list status).

1.2 Currently, SBC TEXAS uses the directory assistance subscriber listing information in its databases to provide directory assistance (DA) service to individuals who call SBC TEXAS' DA office to obtain such information. Inasmuch as SBC TEXAS provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers (CLECs), SBC TEXAS' database also contains directory assistance listing information for other ILEC and CLEC End Users.

1.3 CLEC, or its agent, wishes to provide DA service to CLEC's End Users and therefore wishes to load its databases with directory assistance subscriber listings contained in SBC TEXAS' DA database.

2.0 Service Provided

2.1 SBC TEXAS agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions and as defined in Exhibit A to this Attachment:

2.1.1 SBC TEXAS shall provide directory assistance listing information in a mutually acceptable format.

2.2 SBC TEXAS shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SBC TEXAS will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.3 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 End Users 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 End Users 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 End User that the requested listing is non-published.

2.4 The Parties agree to exchange subscriber listing information in readily accessible electronic formats and to provide such data in a timely fashion upon request.

2.5 Compensation for the exchange of directory listing information of underlying carriers will be negotiated between the requesting party and such underlying carriers.

3.0 Use Of Subscriber Listing Information

3.1 CLEC is authorized to use the subscriber listing information provided under this Attachment for any lawful Telecommunications Service. 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.

3.2 Upon termination of this Agreement, the Parties will cease using, for any purpose whatsoever, the subscriber listing information provided hereunder.

3.3 Emergency Notification for Non-Published Telephone Numbers – SBC TEXAS shall provide for Emergency Notification for Non-Published Telephone Numbers (hereinafter, "ENNP Service"), whereby any End User with a non-published listing in SBC TEXAS' DA database will be notified that a CLEC End User is attempting to contact the non-published party in the event of an emergency.

3.3.1 If a CLEC operator receives a request for a non-published listing and the calling party identifies an emergency situation, the CLEC operator will take the calling party's information and relay it to a SBC TEXAS operator via a pre-designated contact number.

3.3.2 SBC TEXAS will verify the listing of the non-published party at the time the CLEC operator requests service. SBC TEXAS will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the SBC TEXAS operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, SBC TEXAS will leave the contact information.

3.3.3 SBC TEXAS will contact the CLEC operator as to the status of notification: whether the message was delivered, left on voice mail or answering machine, or whether the non-published party could not be contacted.

3.3.4 Only calls identified as an emergency will be forwarded to SBC TEXAS for ENNP Service; however, the identification of such emergency will be left to the discretion of CLEC and its operators.

4.0 Assignment

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

5.0 Subcontracting of Directory Assistance Listings

5.1 If CLEC elects to use a subcontractor for the DA services, CLEC may transfer the directory assistance listing information to its DA subcontractor 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. The provision of directory assistance listing information to a subcontractor by either Party is subject to the Confidentiality and Proprietary Information provision contained in the General Terms and Conditions of this Agreement.

6.0 Liability

6.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

7.0 Pricing

7.1 The prices at which SBC TEXAS agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the Appendix Pricing, Schedule of Prices.

8.0 Term of Attachment

8.1 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, which ever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC TEXAS' DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC TEXAS DA services upon one hundred-twenty (120) days advance written notice to SBC TEXAS.

8.2 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay SBC TEXAS, within thirty (30) days of the issuance of any bills by SBC TEXAS, all amounts due for actual

services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC TEXAS pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SBC TEXAS' and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as UNE-P.

1.0 Introduction

1.1 SBC TEXAS publishes White Pages directories for geographic local service areas in which CLEC provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its End Users in the appropriate SBC TEXAS White Pages directories.

1.2 CLEC also desires distribution to CLEC's End Users of the White Pages directories that include listings of CLEC's End Users.

1.3 SBC TEXAS will make available to CLEC, for CLEC's End Users, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.0 Service Provided

2.1 Subject to Applicable Law and any publishing company requirements regarding the provision of White Page directories, SBC TEXAS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. When CLEC provides its subscriber listing information to SBC TEXAS' listings database, CLEC will receive for its End User, one primary listing in SBC TEXAS' White Pages directory and a listing in SBC TEXAS' directory assistance database.

2.1.1 Where a CLEC End User requires foreign, non-listed, non-published, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, SBC TEXAS will assess a switched based CLEC a monthly charge for such listings at SBC TEXAS tariff rates. An additional monthly charge at SBC TEXAS' tariff rate applies when CLEC wishes to list an End User in SBC TEXAS' Directory Assistance database but does not wish to have its End User listed in SBC TEXAS' White Pages directory. In addition, CLEC may elect to have its End User unlisted and the listing not published in SBC TEXAS' White Pages directory for a monthly charge at SBC TEXAS' tariff rates for those non-published, non-listed services.

2.1.1.1 Switched-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.

2.2 CLEC will furnish to SBC TEXAS subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as SBC TEXAS may require to prepare and print the alphabetical listings of said directory.

2.3 CLEC will provide subscriber listing information of its subscribers to SBC TEXAS via a mechanical or manual feed of the directory listing information to SBC TEXAS' Directory Listing database. SBC TEXAS will accept listing information from CLEC according to the manual and mechanized listing methods, procedures, and ordering instructions provided via the CLEC Online web site. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Attachment, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. Notwithstanding the foregoing, CLEC may continue to manually submit directory listing information for complex caption sets with two (2) or greater degrees of indent. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates. CLECs' subscriber listings will be interfiled (interspersed) in the directory among SBC TEXAS' subscriber listing information. CLEC will submit listing information within three (3) Business Days 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 Users. SBC TEXAS shall process CLEC orders for updates to subscriber listing information within three (3) Business Days of receipt. CLEC must submit all listing information intended for publication by the directory close date.

2.4 SBC TEXAS will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the SBC CLEC Online website. Upon request, SBC TEXAS will provide daily electronic directory listing verification via SBC TEXAS' White Page listing systems at no charge to CLEC. Each report will reflect CLEC subscriber directory listings successfully processed on the previous workday. Information for directory listing verification is located on the SBC CLEC Online website.

2.4.1 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, SBC TEXAS will provide CLEC, upon request, an electronic verification report, in directory appearance format, of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for an electronic verification list at least eighty (80) calendar days prior to the Business Office Close Date for a particular directory. SBC TEXAS will accept standing requests for electronic verification lists on those White Page directories specified by CLEC.

2.4.2 CLEC specific directory listing verification list in a fielded data validation format**,** also is available upon request through SBC TEXAS' White Page systems. This listing shall contain only CLEC's subscribers, and shall be in a format that may be electronically searched and sorted. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SBC TEXAS via the appropriate directory listing correction process no less than thirty (30) calendar days prior to the SBC TEXAS Business Office Close date for that directory, provided that SBC TEXAS made the electronic verification list available to CLEC in a timely manner as specified above.

2.5 Publication schedules for the White Pages: CLEC can access via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. SBC TEXAS will provide directory schedule updates, including the directory schedule for a new calendar year, within fourteen (14) calendar days of the publisher's notification to SBC TEXAS of the schedule or update, but not later than thirty (30) calendar days prior to such changes becoming effective.

2.6 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of SBC TEXAS' White Pages directory in the same manner and at the same time that they are delivered to SBC TEXAS subscribers during the annual delivery of newly published directories.

2.6.1 SBC TEXAS will deliver one copy per primary End User listing of SBC TEXAS' White Pages, as described in Section 2.6 above, at no charge. SBC TEXAS 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. CLEC may arrange for additional directory distribution services with SBC TEXAS' directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.

2.7 Intentionally Left Blank.

2.8 Intentionally Left Blank.

2.9 At its option, CLEC may purchase one (1) information page (Customer Guide Pages) in the informational section of the SBC TEXAS White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other CLECs and will be no different in style, size, color and format than SBC TEXAS information page. Sixty (60) calendar days prior to the directory close date, CLEC will provide to SBC TEXAS the information page in camera ready format. SBC TEXAS will have the right to approve, and, with CLEC's agreement, SBC TEXAS may, but is not required to, revise the format and content of such information page. See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.

2.10 SBC TEXAS will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8th page in size. In order to have such information published, sixty (60) calendar days prior to directory close date CLEC will provide SBC TEXAS, with its logo and information in the form of a camera ready copy, sized at 1/8th of a page (CLEC will be limited to a maximum of 1/8th of a page in any single edition of a SBC TEXAS White Pages directory under either this Subsection or Appendix White Pages (WP) – Resale to this Agreement).

3.0 Use Of Subscriber Listing Information

3.1 CLEC grants SBC TEXAS authority to serve as a contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information is in the same manner as SBC TEXAS' subscriber listing information. CLEC further authorizes SBC TEXAS to include and use the CLEC subscriber listing information provided to SBC TEXAS pursuant to this Attachment in SBC TEXAS' White Pages directory, SBC TEXAS' Directory Assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is the release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is SBC TEXAS' use of CLEC's subscriber listing information in SBC TEXAS' directory assistance, directory assistance related products and services, and directory publishing products and services.

3.2 SBC TEXAS further agrees not to charge CLEC for serving as a contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for SBC TEXAS' receipt of the subscriber list information or for the subsequent release of this information to directory publishers provided such release is limited to publishers to which SBC TEXAS transmits its own listing information. Such CLEC subscriber list information shall be intermingled with SBC TEXAS' subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by SBC TEXAS.

3.3 The subscriber listing information will remain the property of CLEC. Except as stated in Section 3.1 herein, SBC TEXAS will not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor will SBC TEXAS authorize any other company or any person to use the subscriber listing information for any other purpose. SBC TEXAS will take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SBC TEXAS takes to protect its own listings from unauthorized use), whether by SBC TEXAS, its agents, employees or others.

4.0 Rates

4.1 Rates associated with this Attachment are in the Appendix Pricing, Schedule of Prices.

5.0 Liability

5.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

ATTACHMENT 20: CLEARINGHOUSE (CH)

WHEREAS, SBC TEXAS operates a Clearinghouse (CH), as described below, for its own behalf and that of participating LECs and LSPs, including CLEC; and,

WHEREAS, CLEC wants to participate in the CH on the terms set forth herein;

The Parties agree to the following:

1.0 Clearinghouse Description

1.1 SBC TEXAS 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 LSPs, including SBC TEXAS and CLEC.

2.0 Qualifying Message Criteria

2.1 The only toll call messages that qualify for submission to SBC TEXAS 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'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.

3.0 Responsibilities Of The Parties

3.1 CLEC agrees that it will provide SBC TEXAS with billing records for CH processing that are in an industry standard format acceptable to SBC TEXAS and that 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 92 records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

3.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category 92 Records should be forwarded to SBC TEXAS' CH. CLEC will retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SBC TEXAS for CH processing, if needed.

3.3 SBC TEXAS will provide and maintain such systems as it believes are required to furnish the CH service described herein. SBC TEXAS, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

3.4 CLEC will timely furnish to SBC TEXAS all CH Records required by SBC TEXAS to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated March 25, 1996, or as otherwise mutually agreed upon by the Parties. SBC TEXAS will provide the CH service in accordance with the TESP and such modifications as are subsequently agreed upon.

3.5 Presently, in operating the CH, SBC TEXAS 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.

4.0 Processing Charge

4.1 CLEC agrees to pay SBC TEXAS a processing charge in consideration of SBC TEXAS' performance of CH services. This charge is $.02 per originated CH Record processed on behalf of CLEC.

5.0 Billing Charge

5.1 CLEC agrees to pay a $.05 per message charge to the LEC or LSP responsible for billing the message, including SBC TEXAS, when SBC TEXAS bills the message.

6.0 Settlement Report

6.1 SBC TEXAS 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.

7.0 Retroactive and Lost Messages

7.1 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 3.0 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.

8.0 Limitation Of Liability

8.1 By agreeing to operate the CH, SBC TEXAS assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that SBC TEXAS will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SBC TEXAS may have relied in preparing settlement reports or performing any other act under this Attachment.

8.2 CLEC agrees to indemnify and hold SBC TEXAS harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of SBC TEXAS' performance of CH processing pursuant to this Attachment.

8.3 SBC TEXAS 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 TEXAS. Any losses or damage for which SBC TEXAS 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 TEXAS receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

9.0 Disclaimer of Warranties

9.1 SBC TEXAS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SBC TEXAS ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

ATTACHMENT 21: NUMBERING

This Attachment 21: Numbering sets forth the terms and conditions under which the Parties will coordinate with respect to numbering resources consistent with the industry guidelines and with applicable law as administered by NANPA (North American Numbering Plan Administrator).

1.0 Numbering

1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.

1.2 Each Party agrees to make available to the other, via the LERG, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.

1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. The Parties agree to perform such programming and updating within industry standard intervals, provided that both Parties have met the requirements established within ATIS-approved industry guidelines. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.

1.4 It will be the responsibility of each Party to input required data into the Telcordia Business Integrated Routing and Rating Database System (BIRRDS) and/or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

1.5 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

1.6 During the term of this Agreement, where CLEC is utilizing its own switch, to provide telecommunications services on its own behalf, or on the behalf of any customer of the CLEC, CLEC shall contact the North American Numbering Plan Administrator for the assignment of numbering resources.

2.0 NXX Codes

2.1 Each Party agrees to utilize NXX codes in a manner consistent with authorized industry standard rules and guidelines and any agency of governmental authority exercising appropriate jurisdiction.

3.0 Code Transfer (a.k.a. NXX Migration)

3.1 Code transfer, as described in industry guidelines (Industry Numbering Committee (INC) document INC 95-0407-008 "Central Office Code (NXX), Section 7), will be provided upon request. The Party that initiates a code transfer request from the other Party to itself agrees to pay an NXX Migration charge as set forth in the Pricing Appendix under "OTHER".

ATTACHMENT 22: DA – DIRECTORY ASSISTANCE FOR FACILITIES BASED, UNE, and UNE P

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SBC TEXAS agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider as well as UNE/UNE-P CLECs.

1.0 Services

1.1 DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status) to CLEC's End Users who call DA according to current SBC TEXAS methods and practices or as subsequently modified, 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.

1.2 Directory Assistance Call Completion (DACC) service consists of SBC TEXAS completing a call to the requested number on behalf of CLEC's End User, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SBC TEXAS will provide DACC to CLEC's End Users for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.

1.3 SBC TEXAS agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's End Users to SBC TEXAS' switch and where CLEC obtains DA service from SBC TEXAS.

1.4 CLEC commits that SBC TEXAS' provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify SBC TEXAS from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SBC TEXAS has interfered with any such contractual arrangement solely by virtue of SBC TEXAS' provision of DACC to CLEC under this Attachment.

2.0 Definitions - The following terms are defined as set forth below:

2.1 **Non-List Number** - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SBC TEXAS DA Operator.

2.2 **Non-Published Number** - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SBC TEXAS DA Operator.

2.3 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SBC TEXAS DA Operator.

2.4 **IntraLATA Home NPA (HNPA)** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).

2.5 **IntraLATA Foreign NPA (FNPA)** - Where a single LATA includes one or two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

2.6 **National Directory Assistance (NDA):** Consists of a service whereby End Users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

2.7 **Business Category Search (BCS):** A service which will provide CLEC End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

2.8 **Reverse Directory Assistance (RDA):** A nonregulated informational service. Consists of providing listed local and national name and address information associated with a telephone number that a CLEC End User provides to the DA operator.

2.9 **Operator Services Questionnaire (OSQ):** An ordering form where the CLEC specifies the operator and directory assistance services that it is purchasing from SBC TEXAS, the service areas in which the operator and directory assistance services will be offered, and other information.

2.9.1 **Reference/Rater Information:** SBC TEXAS databases referenced by an SBC TEXAS Operator for CLEC DA specific information as provided by the CLEC such as its business office, repair and DA rates.

3.0 Call Branding

3.1 For CLECs electing to purchase Directory Assistance service from SBC TEXAS, the CLEC must request either that SBC TEXAS brand the service in the CLEC's name, or that branding be "silent" (i.e., no name announcement), in accordance with the requirements of 47 C.F.R. 51.217(d). Rates for CLEC branding, whether CLEC's name or silent, are located in the Appendix Pricing, Schedule of Prices.

3.1.1 For the SBC TEXAS' exchanges where CLEC elects to purchase DA Services, CLEC will provide SBC TEXAS with a completed OSQ indicating the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its respective services. CLEC's name used in branding calls may be subject to Commission regulations and should be similar to the name in which CLEC is doing business.

3.2 Branding Load Charges:

3.2.1 An initial non-recurring load charge applies per state, per brand, per TOPs switch, per OCN for the establishment of CLEC specific branding. An additional non-recurring load charge applies per state, per brand, per TOPs switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by SBC TEXAS on behalf of CLEC. See applicable rates in Appendix Pricing, Schedule of Prices.

4.0 Directory Assistance (DA) Reference/Rater Information

4.1 For those SBC TEXAS' exchanges where CLEC elects to purchase DA services, CLEC must provide CLEC Reference/Rater Information to SBC TEXAS.

4.2 When an SBC TEXAS Operator receives a rate request from a CLEC End User, where technically feasible and available, SBC TEXAS will quote the applicable DA rates as provided by the CLEC.

4.3 CLEC must furnish DA Reference/Rater Information in accordance with the process outlined in the OSQ. CLEC will furnish to SBC TEXAS a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken. In all cases, the rates quoted to the CLEC End User and those applied to the call will be the CLEC's.

4.4 In accordance with the procedures set forth in the OSQ, CLEC may either adopt its own set of rates and charges for DA service (Custom Rates), or elect to duplicate the SBC TEXAS' DA rates in effect at the time the OSQ is submitted ("Mirrored Rates"). In the event CLEC elects to use Custom Rates or SBC TEXAS Mirrored Rates, such rates and charges will be provided and or updated by CLEC via the OSQ and quoted by the SBC TEXAS Operator upon request of a caller from a CLEC-subscribed line. Once the CLEC's rates are loaded, if SBC TEXAS changes its rates, SBC TEXAS will not be responsible for updating CLEC's rates unless CLEC sends an update to its Reference/Rater information via the OSQ, pursuant to Section 4.5 below.

4.5 If CLEC utilizes Custom Rates or SBC TEXAS' Mirrored Rates, it will inform SBC TEXAS, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Reference/Rater Information fourteen (14) calendar days prior to the effective Reference/Rater change date. CLEC acknowledges that it is responsible to provide SBC TEXAS updated Reference/Rater Information in advance of when the Reference/Rater Information is to become effective.

4.6 An initial non-recurring charge will apply per state, per OCN, per TOPs switch for loading of CLEC's Custom or Mirrored DA Reference/Rater information. An additional non-recurring charge will apply per state, per

OCN, per TOPs switch for each subsequent change to either the CLEC's Custom DA Reference or Rater information.

4.7 SBC TEXAS Directory Assistance operators will provide Directory Assistance Reference/Rater Information upon request to CLEC's End Users.

5.0 Responsibilities of SBC TEXAS

5.1 SBC TEXAS will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SBC TEXAS.

5.2 SBC TEXAS will provide and maintain its own equipment to furnish DA Services.

5.3 SBC TEXAS will provide DA Service to CLEC End Users using current and updated DA records and in accordance with SBC TEXAS' current methods, practices, and procedures or as subsequently modified.

5.4 SBC TEXAS will include current CLEC subscriber listing information in SBC TEXAS' DA database.

6.0 Responsibilities of Both Parties

6.1 The Party(ies) that provide the circuits between CLEC and SBC TEXAS offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

6.2 Facilities necessary for the provision of DA shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.

6.3 CLEC agrees that SBC TEXAS may temporarily correct what appears to be obvious CLEC End User listing errors in the SBC TEXAS DA database. SBC TEXAS will make temporary correction and notify CLEC via the notification process contained in the OSQ. CLEC must send in service order to correct listing within the specified timeframe, or listing will revert to the original listing format.

7.0 Responsibilities of CLEC

7.1 Should CLEC seek to obtain interexchange DA Service from SBC TEXAS, CLEC is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs.

7.2 CLEC will furnish to SBC TEXAS, a completed and/or updated OSQ within the time frames identified in Sections 3.1.1, 4.3, and 4.5 above.

7.3 CLEC will send the DA listing records to SBC TEXAS for inclusion in SBC TEXAS DA database via electronic gateway as described in Attachment White Pages.

7.4 Subject to Section 11 of this Attachment 22, CLEC agrees that due to End Users quality and work force scheduling, SBC TEXAS will be the sole provider of DA Services for CLEC's local serving area(s) for a minimum of a one (1) year period.

7.5 CLEC agrees that SBC TEXAS may utilize CLEC's End User's listings contained in SBC TEXAS directory assistance database in providing existing and future SBC TEXAS directory assistance or DA related services. CLEC further agrees that SBC TEXAS can release CLEC's directory assistance listings stored in SBC TEXAS directory assistance database to competing providers.

7.6 As compensation for the rights granted in Section 7.5 above, SBC TEXAS shall pay to CLEC One Hundred Percent (100%) of the license fee SBC TEXAS collects from third parties in connection with SBC TEXAS' provision to third parties of CLEC's directory assistance listings. SBC TEXAS shall charge third parties the same license fee for CLEC's directory assistance listings that SBC TEXAS charges the third party for SBC TEXAS' directory assistance listings.

7.7 SBC TEXAS will make monthly payments to CLEC as required by Section 7.6 above. Such payments shall start within 31 days of the Effective Date of the Agreement and continue thereafter on a monthly basis. In

the event of a dispute regarding the compensation calculated by SBC TEXAS, CLEC shall, within fourteen (14) business days after receipt of the payment, provide a written description detailing such dispute, and both Parties shall negotiate in good faith the resolution of the dispute. Should the Parties be unable to resolve the dispute informally, either party may seek resolution in any court or agency of competent jurisdiction.

8.0 Rates

8.1 The rates at which SBC TEXAS agrees to provide CLEC with Directory Assistance Services are contained in the applicable Appendix Pricing, Schedule of Prices.

9.0 Monthly Billing

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

10.0 Liability

10.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

11.0 Terms of Attachment

11.1 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC TEXAS' DA services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC TEXAS DA services upon one hundred-twenty (120) days advance written notice to SBC TEXAS.

11.2 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay SBC TEXAS, within thirty (30) days of the issuance of any bills by SBC TEXAS, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service (average of actual monthly service is based upon the most current three (3) months of service), provided by SBC TEXAS pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty (120) days notice, termination charges are not applicable.

ATTACHMENT 23: OS-FACILITIES BASED and UNE/UNE-P

SBC TEXAS PROVIDED LOCAL & INTRALATA OPERATOR SERVICES

This Attachment 23: OS-Facilities Based and UNE/P to the Agreement sets forth the terms and conditions under which SBC TEXAS agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider and for UNE/UNE-P. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

1.0 Services - SBC TEXAS will provide the following three tiers of Operator Services:

1.1 Fully-Automated Call Processing - Allows the caller to complete a call utilizing an automated system, without the assistance of an SBC TEXAS' Operator, hereafter called Operator. To use the automated system, the called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.

1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when automated system cannot be activated.

1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.

2.0 Call Types - SBC TEXAS will provide to CLEC the call types in Sections 2.1 through 2.7 below:

2.1 Fully Automated Collect and Bill to Third-Number Service - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the automated system. The call is completed without the assistance of an Operator**.** This service may also include the following situations:

2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).

2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.

2.2 Fully Automated Calling Card Service - This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Attachment is one for which SBC TEXAS can perform billing validation.

2.3 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:

2.3.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).

2.4 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include the following situations:

2.4.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.

2.5 Operator Handled Station-To-Station **-** A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone.

2.6 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

2.7 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SBC TEXAS' Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.

3.0 Other Operator Assistance Services

3.1 Line Status Verification - A service in which the caller asks the Operator to determine the busy status of an access line.

3.2 Busy Line Interrupt - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.

3.3 Handling of Emergency Calls To Operator - To the extent CLEC's NXX encompasses multiple emergency agencies, SBC TEXAS will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to SBC TEXAS the communities associated with CLEC's NXX(s).

3.4 Calling Card - Calls billed to a CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.

3.5 Reference/Rater Information - are SBC TEXAS' databases referenced by an SBC TEXAS Operator for CLEC OS specific information as provided by the CLEC such as its business office, repair and OS rates.

4.0 Call Branding:

4.1 The process by which an Operator, either live or recorded, will identify the OS provider as being CLEC, audibly and distinctly to the CLEC End User at the beginning of each OS call. In all cases, SBC TEXAS will brand OS call in CLEC's name.

4.1.1 For CLECs electing to purchase operator and directory assistance service from SBC TEXAS, the CLEC may request either that SBC TEXAS brand the service in the CLEC's name, or that branding be "silent" (i.e., no name announcement), in accordance with the requirements of 47 C.F.R. 51.217(d). Rates for CLEC branding, whether CLEC's name or silent, are located in the Appendix Pricing, Schedule of Prices.

4.2 In the SBC TEXAS TOPs switches that serve the exchanges where CLEC elects to purchase Operator Services CLEC will provide SBC TEXAS with an Operator Services Questionnaire completed with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the CLEC in branding its respective services. CLEC's name used in branding calls may be subject to Commission regulations and should be similar to the name in which CLEC is doing business.

4.3 Branding Load and Per Call Charges:

4.3.1 An initial non-recurring load charge applies per state, per brand, per TOPs switch, per OCN for the establishment of CLEC specific branding. An additional non-recurring load charge applies per state, per brand, per TOPs switch, per OCN for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by SBC TEXAS on behalf of CLEC. See applicable rates in Appendix Pricing, Schedule of Prices.

5.0 **Operator Service (OS) Reference/Rater Information**

5.1 For those SBC TEXAS' TOPs switches that serve the exchanges where CLEC elects to purchase Operator Services, CLEC must provide CLEC Reference/Rater Information to SBC TEXAS.

5.2 When an SBC TEXAS Operator receives a rate request from a CLEC End User, where technically feasible and available, SBC TEXAS will quote the applicable OS rates as provided by the CLEC.

5.3 CLEC must furnish OS Reference/Rater Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to SBC TEXAS a completed OSQ thirty (30) calendar days in advance of the date when the OS Services are to be undertaken. In all cases, the rates quoted to the CLEC End User and those applied to the call will be the CLEC's.

5.4 In accordance with the procedures set forth in the OSQ, CLEC may either adopt its own set of rates and charges for OS service (Custom Rates), or elect to duplicate the SBC TEXAS' OS rates in effect at the time the OSQ is submitted ("Mirrored Rates"). In the event CLEC elects to use Custom Rates or SBC TEXAS Mirrored Rates, such rates and charges will be provided and or updated by CLEC via the OSQ and quoted by the SBC TEXAS Operator upon request of a caller from a CLEC-subscribed line. Once the CLEC's rates are loaded, if SBC TEXAS changes its rates, SBC TEXAS will not be responsible for updating CLEC's rates unless CLEC sends an update to its Reference/Rater information via the OSQ, pursuant to Section 5.5 below.

5.5 If CLEC utilizes Custom Rates and/or Mirror Rates, it will inform SBC TEXAS**,** via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide SBC TEXAS updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

5.6 An initial non-recurring charge will apply per state, per OCN, per TOPs switch for loading of CLEC's Custom or Mirrored OS Rate/Reference information. An additional non-recurring charge will apply per state, per OCN, per TOPs switch for each subsequent change to either the CLEC's Custom or Mirrored OS Rate or Reference information.

6.0 Responsibilities of SBC TEXAS

6.1 SBC TEXAS will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.

6.2 SBC TEXAS will provide Operator Services in accordance with the operator methods and practices in effect for SBC TEXAS at the time the call is made, unless otherwise agreed in writing by both Parties.

6.3 SBC TEXAS will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its End Users**.**

7.0 Responsibilities of Both Parties

7.1 The Party(ies) that provide the circuits between CLEC and SBC TEXAS offices will make such circuits available for use in connection with the OS services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

7.2 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.

8.0 Responsibilities of CLEC

8.1 CLEC will be responsible for providing and maintaining the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC TEXAS TOPs switch. Should CLEC seek to obtain interexchange OS from SBC TEXAS, CLEC is responsible for ordering the necessary facilities and may do so under the appropriate interstate or intrastate Access Service Tariffs**.** Nothing in this

Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

8.2 CLEC will furnish in writing via the OSQ, to SBC TEXAS, thirty (30) Business Days in advance of the date when the OS services are to be undertaken, all End User records and information required by SBC TEXAS to provide the Service.

8.2.1 CLEC will provide SBC TEXAS updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

8.3 Subject to Section 12 of this Attachment 23, as to any end office where CLEC elects to purchase Operator Services and where SBC TEXAS furnishes the Operator Services provided by this Attachment, CLEC agrees that SBC TEXAS will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for a minimum of a one (1) year period.

9.0 Pricing

9.1 The rates for the Operator Services provided pursuant to this Attachment will be contained in Appendix Pricing, Schedule of Prices.

10.0 Monthly Billing

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

11.0 Liability

11.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

12.0 Terms of Attachment

12.1 This Attachment will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, which ever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC TEXAS' OS services for a twelve month period, or anytime after CLEC has met the twelve (12) month period, CLEC may terminate use of SBC TEXAS DA services upon one hundred-twenty (120) days advance written notice to SBC TEXAS.

12.2 If CLEC terminates this Attachment prior to the expiration of the term of this Attachment, CLEC shall pay SBC TEXAS, within thirty (30) days of the issuance of any bills by SBC TEXAS, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service (average of actual monthly service is based upon the most current three (3) months of service), provided by SBC TEXAS pursuant to this Attachment prior to the termination. However, if CLEC has fulfilled the twelve (12) month minimum service requirement, and provides one hundred-twenty days notice, termination charges are not applicable.

ATTACHMENT 24: RECORDING-FACILITIES BASED

This Attachment 24: Recording-Facility Based to the Agreement sets forth the terms and conditions under which SBC TEXAS will provide recording, message processing and message detail services as described in total in Appendix I Explanation of Service Options, and those services specially selected by CLEC when functioning as a facilities based provider as described in Appendix II, Selected Service Options and Method of Provision and Appendix III-B, Invoice Designation, at the rates set forth in Appendix III-A, Basis of Compensation. Appendix I, II and III are attached hereto and made a part of this Attachment by reference.

1.0 Definitions

As used herein and for the purposes of this Attachment, the following terms shall have the meanings set forth below:

1.1 **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).

1.2 **Assembly and Editing** - The aggregation of recorded customer message details to create individual message records and the verification that all necessary information required to ensure all individual message records meet industry specifications is present.

1.3 **Centralized Message Distribution System (CMDS)** - The national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SBC TEXAS and CLEC via the CMDS host.

1.4 **Data Transmission** - The forwarding by SBC TEXAS of IXC transported access usage record detail in EMR format over data lines or on magnetic tapes to CLEC via the CMDS host.

1.5 **Exchange Message Record (EMR)** - Industry standard message format as described in accordance with the Bellcore Practice BR010-200-010 developed for the interexchange of telecommunications message information.

1.6 **Interexchange Carrier (IXC)** - A third party transmission provider that carriers 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).

1.7 **Interexchange Carrier Transported** - Telecommunications services provided by an IXC or traffic transported by facilities belong to an IXC.

1.8 **Message Processing** - The creation of individual EMR formatted 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 the AURs are consistent with CMDS specifications.

1.9 **Originating Local Exchange Carrier Company** - The company whose local exchange telephone network in used to originate calls thereby providing originating exchange access to IXCs.

1.10 **Provision of Message Detail** - The sorting of all AUR detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SBC TEXAS' internal network or national CMDS.

1.11 **Record** - A logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

1.12 **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.

1.13 **Service Switching Point (SSP)** - A signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.14 **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 is assigned working telephone number.

1.15 **800 SCP Carrier Access Usage Summary Record (SCP Record)** - A summary record which contains information concerning the quantity and types of queries launched to a SBC TEXAS SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in Appendix III-A pertaining to the production and forwarding of AUR data.

1.16 **Terminating Local Exchange Carrier Company** - The company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

2.0 Responsibilities of The Parties

2.1 SBC TEXAS will record all IXC transported messages as specified by CLEC on Appendix II that are carried over all Feature Group Switched Access Services that are available to SBC TEXAS-provided recording equipment or operators. Unavailable messages (i.e., certain operator messages which are not accessible by SBC TEXAS-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC TEXAS.

2.2 SBC TEXAS will perform assembly and editing, message processing and provision of applicable AUR detail for IXC transported messages if the messages are recorded by SBC TEXAS.

2.3 SBC TEXAS will provide AURs that are generated by SBC TEXAS.

2.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC TEXAS, during the billing period established by SBC TEXAS and selected by CLEC from Appendix III-B.

2.5 Standard EMR record formats for the provision of access usage record detail will be established by SBC TEXAS and provided to CLEC.

2.6 Recorded AUR detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

2.7 SBC TEXAS will provide AUR detail to CLEC either in data files (normally a File transfer Protocol), utilizing 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both Parties.

2.8 In Appendix III-B, CLEC will identify separately the location any data transmissions should be sent (as applicable) and the number of times each month the information should be provided. (SBC TEXAS reserves the right to limit the frequency of transmission to existing SBC TEXAS processing and work schedules, (holidays, etc., i.e., holidays, weekends.))

2.9 SBC TEXAS and CLEC will mutually agree to follow CMDS industry standards for the packaging of records which determine the number of magnetic tapes or data files required to provide the AUR detail to CLEC.

2.10 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of SBC TEXAS will not be recovered and made available to CLEC except on an individual case basis at a cost determined by CLEC.

2.11 SBC TEXAS will record the applicable detail necessary to generate AUR and forward them to CLEC for its use in billing access to the IXC.

2.12 CLEC and SBC TEXAS mutually agree and understand that Attachment 24 has been negotiated based on the fact that SBC TEXAS is not functioning as CLEC's CMDS Host. Should CLEC and SBC TEXAS subsequently enter into an agreement whereby SBC TEXAS functions as the CMDS Host for CLEC, the parties agree that Attachment 24 will require revision concurrent with SBC TEXAS becoming CLEC's CMDS Host. Applicable prices in such case can be found in the Appendix Pricing UNE - Schedule of Prices following Attachment 6.

3.0 Basis of Compensation

3.1 Compensation for recording, assembly and editing, rating, message processing and provision of AURs provided hereunder by SBC TEXAS for CLEC will be based upon the rates and charges set forth in Appendix III, BASIS OF COMPENSATION.

3.2 When message detail is entered on a magnetic tape or data file for provision of message detail to CLEC, a per record charge will apply for each record processed. SBC TEXAS will determine the charges based on its count of the records processed.

4.0 Loss of Usage:

4.1 When SBC TEXAS is notified that, due to error or omission, incomplete data has been provided to CLEC, SBC TEXAS will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. Such requests to recover the data must be made within thirty (30) days from the date the details initially were made available to CLEC. If written notification is not received within thirty (30) days, SBC TEXAS shall have no further obligation to recover the data and shall have no further liability to CLEC.

4.2 If, despite timely notification by CLEC, AUR detail is lost and unrecoverable as a direct result of SBC TEXAS having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of AUR detail, SBC TEXAS will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SBC TEXAS' liability to CLEC will 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 AUR detail.

4.3 SBC TEXAS will not be liable for any costs incurred by CLEC when CLEC is transmitting data files via data lines and a transmission failure results in the nonreceipt of data by SBC TEXAS.

4.4 In those instances where SBC TEXAS realizes that, either because of a recording error or some other failure, data was lost or incomplete, SBC TEXAS will notify CLEC of such occurrence and will make reasonable efforts to locate and/or recover the data and provide it to CLEC at no additional charge. If AUR detail is lost and unrecoverable as a direct result of SBC TEXAS, SBC TEXAS will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SBC TEXAS' liability to CLEC

will 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 AUR detail.

5.0 Indemnification

5.1 Except as otherwise expressly provided in this Attachment, Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

6.0 Warranties

SBC TEXAS ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

APPENDIX I

EXPLANATION OF SERVICE OPTIONS

The attached pages of this Appendix I show the service options that are offered under this Attachment and the charges that are associated with each option. Alphabetical and numerical references in the CHARGES columns are to rate and charges set forth in Appendix III, BASIS OF COMPENSATION.

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: SBC TEXAS performs recording, assembly and editing, rating of billable message detail and creates an Access usage Record (AUR) for all 1+ Interexchange Carrier (IXC) transported messages originating from CLEC end office telephone network and forwards both billable message detail records and AUR records to CLEC.

Option #2: SBC TEXAS performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from CLEC end office. SBC TEXAS creates Access Usage Records for this traffic and forwards those AUR records to CLEC.

Option #3: The IXCs do their own billable message recording for their 1+ IXC transported messages originating from CLEC end office. SBC TEXAS performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: CLEC Non-Equal Access End Office - The IXCs do their own billable message recording. SBC TEXAS performs local and intraLATA operator services for CLEC. SBC TEXAS performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. SBC TEXAS assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

Option #5: CLEC Equal Access End Office - The IXCs do their own billable message recording. SBC TEXAS performs local and intraLATA operator services for CLEC. SBC TEXAS performs recording at the operator switch for 0- only IXC transported messages. SBC TEXAS assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

Option #6: CLEC Equal or Non-Equal Access End Office - The IXCs do their own billable message recording. CLEC chooses to have SBC TEXAS purchase source information from IXC in order to have information required to create Access Usage Records. SBC TEXAS assembles and edits this data, creates AURs and forwards the AUR records to CLEC.

Option #7: The IXCs do their own billable message recording and forward to SBC TEXAS the billable message detail for assembly and editing and rating of these operator service IXC transported messages. SBC TEXAS forwards the rated billable message detail to the appropriate billing company, creates an AUR and forwards the AUR records to CLEC. This situation occurs when CLEC has not signed a rating take back waiver with the IXC.

800 RECORDINGS-IXC TRANSPORTED MESSAGE DETAIL

Option #8: SBC TEXAS performs SSP function for CLEC end office and bills query charge to the appropriate IXC. SBC TEXAS performs recording for access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.

Option #9: SBC TEXAS performs SSP function for CLEC end office. CLEC performs billing of query charge to the appropriate IXC. SBC TEXAS performs recording at the SSP for Access purposes only, assembles and edits this data, creates AURs and forwards AUR record to CLEC. SBC TEXAS performs recording at the SCP for query billing purposes only, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

Option #10: SBC TEXAS performs SCP function for CLEC. SBC TEXAS performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to CLEC.

TERMINATING RECORDINGS-IXC TRANSPORTED ACCESS USAGE RECORDS

Option #11: SBC TEXAS provides tandem function for CLEC. CLEC requests SBC TEXAS 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. SBC TEXAS creates terminating AURs for this data and forwards AUR records to CLEC.

Option #12: SBC TEXAS provides tandem function for CLEC. CLEC requests SBC TEXAS to provide all Feature Group B terminating usage recordings excluding B over D. SBC TEXAS creates terminating AURs for this data and forwards AUR records to CLEC.

Option #13: SBC TEXAS provides tandem function for CLEC. CLEC requests SBC TEXAS to provide all Feature Group B terminating usage recordings including Feature Group B over D. SBC TEXAS creates terminating AURs for this data and forwards AUR records to CLEC.

Option #14: SBC TEXAS provides tandem function for CLEC. CLEC requests SBC TEXAS to provide all Feature Group D terminating usage recordings including B over D and C over D. SBC TEXAS creates terminating AURs for this data and forwards AUR records to CLEC.

Option #15: SBC TEXAS provides tandem function for CLEC. CLEC requests SBC TEXAS to provide all Feature Group D terminating usage recordings including B over D. SBC TEXAS creates terminating AURs for this data and forwards AUR records to CLEC.

MESSAGE PROVISIONING

Option #16: SBC TEXAS will forward all IXC transported message detail records or access usage records to CLEC generated internally within SBC TEXAS system or received via CMDS from an IXC or another Local Exchange Carrier or CLEC. CLEC forwards rated IXC transported message detail or access usage detail to SBC TEXAS for distribution to the appropriate billing company through SBC TEXAS' internal network or using the CMDS network.

There is no charge for this option under this Attachment if CLEC has also executed, as part of an agreement executed pursuant to this Statement, an Attachment for SBC TEXAS to provide "Hosting" services to CLEC, or if CLEC has executed a separate agreement with SBC TEXAS for "Hosting" services to be provided from SBC TEXAS to CLEC.

APPENDIX II

SELECTED SERVICE OPTIONS
AND
METHOD OF PROVISION

The service options and method of provision selected by CLEC under this Attachment are as indicated below. Numerical references are to service options shown in Appendix I. Also, see attached old Appendix II, page 11.

Option 1	
Option 2	
Option 3	
Option 4	
Option 5	
Option 6	
Option 7	
Option 8	
Option 9	
Option 10	
Option 11	
Option 12	
Option 13	
Option 14	
Option 15	
Option 16	

APPENDIX RECORDING

APPENDIX II

SELECTED SERVICE OPTIONS
AND METHOD OF PROVISION

EFFECTIVE DATE:

	1 + DDD Options				Operator Handled Options				800 Service Options				Terminating AUR Options					Message Provisioning Options
NPA/NXX	1	2	3		4	5	6	7		8	9	10		11	12	13	14	15		16

Numerical references are to specific service options listed in Appendix I.

24c App2 OpsProv Mthds CC.xls

APPENDIX III-A

BASIS OF COMPENSATION

CLEC will pay SBC TEXAS the following amounts for services provided under the Recording, Message Processing and Provision of Message detail Appendix.

The recording charges are as follows.

TYPE OF ACTIVITY	RATE
A. Recording Per AUR	$.0080
B. Assembly and Editing Per Message	$.0040
C. Rating Per Message	$.0040
D. Message Processing Per Message	$.0040
E. Provision of Message Detail Per Record	$.00030
F. Source Info Provided per record Furnished – meet point billing applicable	$.0050
G. Source Info Provided per record Furnished – meet point billing not applicable	$.0180

ATTACHMENT RECORDING

APPENDIX III-B

INVOICE DESIGNATION

COMPANY NAME: _____

EXCHANGE COMPANY I.D. NUMBER (OCN): _____ _____ _____ _____

AUR INVOICE INTERVAL:

Check One

☐ Daily (Full Status RAO Companies will receive billable messages daily.)

☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates.

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

ATTACHMENT 25: xDSL

1.0 Introduction

1.1 SBC TEXAS agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and xDSL Subloop offerings) in accordance with the terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement and at the rates set forth in the Pricing Schedule to this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to end user customers.

1.2 Nothing in this Attachment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. This Attachment also shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the matters set forth herein, including but not limited to the appropriate costing methodology and non-interim rates to be established by the Commission in a subsequent phase to Docket No. 28821 (or a separate proceeding, as applicable).

2.0 Definitions

Except as may otherwise be noted in an Appendix to this Attachment, the following definitions apply to this Attachment and its Appendices.

2.1 An "xDSL-Capable Loop" is a loop that supports the provision of high-speed data transmission services using any of xDSL technologies.

2.1.1 For purposes of this Attachment, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based services over such loop.

2.1.2 For purposes of this Attachment, and as provided for in 47 C.F.R. Section 51.319(b), as such rule may be modified from time to time, an "xDSL Subloop" is defined as any distribution portion of a 2-wire or 4-wire copper loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in SBC TEXAS' outside plant and the demarcation point at an end-user customer premise, that may be conditioned at CLEC's request in order for CLEC to provide xDSL-based services over such Subloop. If there is any conflict between the provisions set forth in this Attachment as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g. the Appendix Subloop) shall control.

2.2 The term "conditioning" as used herein shall refer to the removal by SBC TEXAS of load coils, bridged tap, and/or repeaters on an xDSL Loop or xDSL Subloop, upon request by CLEC at the conditioning rates set forth in the Appendix Pricing, Schedule of Prices to this Agreement ("Pricing Schedule") and Appendix RABT-MMP, and subject to the terms and conditions set forth herein below. Bridged tap may be "excessive" or "non-excessive" as defined below.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 Intentionally Left Blank.

2.5 The term "excessive bridged tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

2.6 The term "non-excessive bridged tap" as used herein shall refer to bridged tap 2,500 feet in total length or less.

2.7 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.

2.8 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.7 of this Attachment. Deployment of non-standard xDSL-based technologies is allowed and encouraged by this Agreement.

2.9 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or, in the case of Subloops, from the demarcation point to CLEC's Subloop Access Arrangement or Engineering Controlled Splice (as defined in Attachment UNE—Appendix Subloop).

2.10 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF, or, in the case of Subloops, from the demarcation point to CLEC's Subloop Access Arrangement or Engineering Controlled Splice (as defined in Attachment UNE—Appendix Subloop), by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

2.11 Acceptance Testing" shall be defined as the joint testing for xDSL Loops or xDSL Subloops between SBC TEXAS' Technician, its Local Operations Center ("LOC"), and the CLEC's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.

2.12 "Actual Loop Length" for purposes of this Appendix refers to the total physical length of a copper loop between the SBC TEXAS Main Distribution Frame ("MDF") and the terminal location serving an End User**.** Any additional length attributable to central office wiring, drop wiring, bridged tap, and inside wiring ("wiring") at an End User customer's location is not included in the calculation of Actual Loop Length.

2.13 Intentionally Left Blank.

3.0 General Terms and Conditions Relating to Unbundled xDSL Loops and xDSL Subloops

3.1 SBC TEXAS is not in any way permitted to limit xDSL loops or xDSL Subloops to the provision of ADSL.

3.2 SBC TEXAS will not impose limitations on the transmission speeds of xDSL services. SBC TEXAS will not restrict CLEC's services or technologies to a level at or below those provided by SBC TEXAS.

3.3 SBC TEXAS will provide an xDSL Loop or xDSL Subloop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.

3.4 SBC TEXAS shall not deny CLEC's request to deploy any loop technology that is presumed acceptable for deployment unless it has demonstrated to the Commission that CLEC's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services in accordance with FCC orders. SBC TEXAS will provide CLEC with notice prior to seeking relief from the Commission under this Section.

3.5 In the event CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere CLEC will provide documentation describing that action to SBC TEXAS and the Commission before or at the time of its request to deploy that technology in Texas. The documentation should include the date of approval or deployment, any limitations included in its deployment**,** and a sworn attestation that the deployment did not significantly degrade the performance of other services.

3.6 Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.7 Liability

3.7.1 Notwithstanding any other provision in this Attachment, SBC TEXAS and CLEC each agree that should it cause or allow any non-standard xDSL technologies to be deployed or used in connection with or on SBC TEXAS facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.

3.7.2 For any technology, CLEC's use of any SBC TEXAS network element, or of its own equipment or facilities in conjunction with any SBC TEXAS network element, will not materially interfere with or impair service over any facilities of SBC TEXAS, its affiliated companies or connecting and concurring carriers involved in SBC TEXAS services, cause damage to SBC TEXAS' plant, impair the privacy of any communications carried over SBC TEXAS' facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC TEXAS may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. SBC TEXAS will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that its use of the network element is not the cause of the network harm. If SBC TEXAS does not believe CLEC has made the sufficient showing that it is not the cause of the harm, or if CLEC contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by SBC TEXAS must be supported with specific and verifiable supporting information.

3.8 Indemnification

3.8.1 Covered Claim: Notwithstanding any other provision in this Attachment, each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim or damage ("Loss"), including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), to the extent such Loss arose from or was caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party.

3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party shall assume all costs of the defense of any Covered Claim and any Loss indemnified pursuant to Section 3.8.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such Claims.

3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under Section 3.8.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.

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

4.0 Unbundled xDSL-Capable Loop and Subloop Offerings

4.1 xDSL-Capable Loops and Subloops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this Attachment, is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing loop is optional, subject to conditioning charges and will be performed by SBC TEXAS at CLEC's request as more specifically set forth in Section 6.0 below. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Attachment is a 2-Wire IDSL digital loop transmission facility which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop are set forth in the Attachment UNE to this Agreement.) This loop also includes additional acceptance testing to insure the IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. SBC TEXAS has advised CLEC, through the Accessible Letter or alternative process, which SBC TEXAS central offices are IDSL-capable. CLEC shall only order IDSL Loops in those central offices which SBC TEXAS has advised are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop.

4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop for purposes of this Attachment, is a copper loop that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridged tap (bridge tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing loop is optional and will be performed by SBC TEXAS at CLEC's request as more specifically set forth in Section 6.0 below. The rates set forth in the Pricing Schedule for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 4-Wire Digital Loop: See Attachment 6: UNE.

4.1.5 xDSL Subloop: An xDSL Subloop for purposes of this Attachment is as defined above in Section 2.1.2. The 2-wire and 4-wire xDSL Loop types listed above may be ordered as an xDSL Subloop, subject to the conditions specified above for that loop type. An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or excessive bridged tap on an existing subloop is optional, subject to conditioning charges and will be performed by SBC TEXAS at CLEC's request as more specifically set forth in Section 6.0 below. The rates set forth in the Pricing Schedule shall apply to xDSL Subloops.

4.2 SBC TEXAS shall be under no obligation to provision xDSL-capable Loops or Subloops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC as provided in Section 6.0 below.

4.3 CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop or subloop, CLEC should at the time of ordering notify SBC TEXAS as to the type of PSD mask CLEC intends to use, and if and when a change in PSD mask is made, CLEC will notify SBC TEXAS. Upon request by CLEC, SBC TEXAS should disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. SBC TEXAS will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, CLEC shall provide SBC TEXAS with a technical description of the technology (including power mask) for the inventory purposes. SBC TEXAS will keep such information confidential and will take all measures to ensure that CLEC's xDSL Loop/xDSL Subloop Local Service Request (LSR), its ordering information and its deployment information is neither intentionally nor inadvertently revealed to any part of SBC TEXAS' retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 10.1 below.

4.4 In the event that SBC TEXAS rejects a request by CLEC for an xDSL Loop or xDSL Subloop, including, but not limited to denial due to fiber, DLC, or DAML facility issues, SBC TEXAS will disclose to CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops or sub-loops, including the specific reason for the denial, within 48 hours of the denial. SBC TEXAS will also file the reason for rejection with the Public Utility Commission of Texas in Project No. 21696. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, SBC TEXAS will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4.5 SBC TEXAS will not deny CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.5.1 Upon request by CLEC, SBC TEXAS will cooperate in the testing and deployment of new xDSL technologies on a time and materials basis, or may direct CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, SBC TEXAS will provide a loop or subloop to support the new technology for CLEC as follows:

4.5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop or subloop [as defined in this Attachment], then SBC TEXAS will provide with the xDSL loop or subloop at the same rates listed for a 2-Wire or 4-Wire xDSL loop or subloop and associated loop conditioning as needed (pursuant to Section 6 below). SBC TEXAS' ordering procedures and provisioning intervals will remain substantially the same, as for its 2-Wire or 4-Wire xDSL loop or subloop even though the xDSL loop or subloop is now capable of supporting a new xDSL technology.

4.5.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop or subloop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop or subloop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop or subloop capable of supporting the proposed xDSL technology shall be resolved pursuant to the Dispute Resolution process provided for in this Agreement.

4.6 Technologies deployed on copper loops must be in compliance with applicable national industry standards and/or requirements established during the Public Utility Commission of Texas' Section 271 proceeding, e.g., standards set by the Section 271 DSL Working Group; provided, however, CLEC can deploy technologies under Section 4.5 above for which applicable national standards have not been adopted.

4.7 If SBC TEXAS or another carrier claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then SBC TEXAS or that other carrier that is claiming degradation is occurring must notify CLEC and CLEC must cooperate with SBC TEXAS or the other claiming carrier to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that SBC TEXAS or another carrier demonstrates to the Commission that CLEC's deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.8 Each party must abide by Commission or FCC-approved spectrum management standards. SBC TEXAS shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use.

4.9 SBC TEXAS shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL, if any, that would adversely affect wholesale xDSL services or xDSL providers.

5.0 Operational Support Systems: Loop Make-Up Information and Ordering

5.1 CLEC will be given nondiscriminatory access to the same loop makeup information that SBC TEXAS is providing any other CLEC and/or SBC TEXAS or its advanced services affiliate. This includes any operations support systems containing loop make-up information provided by SBC TEXAS to SBC TEXAS' service representatives and/or SBC TEXAS' internal engineers and/or by SBC TEXAS' advanced services affiliate to provision its own retail xDSL service.

5.2 In connection with xDSL Loop and xDSL Subloops, SBC TEXAS shall provide actual, real-time loop makeup information to CLEC via the loop qualification process.

5.3 Loop Qualification: SBC TEXAS will provide access to its existing Datagate and EDI interfaces that will allow CLECs, as well as SBC TEXAS' retail operations or its advanced service affiliate, to have real-time electronic access as a preordering function to the Loop Makeup Information, when such information is contained in SBC TEXAS' electronic databases. If a CLEC elects to have SBC TEXAS provide actual Loop Makeup Information through a manual process for information that is not available electronically, then the interval will be 3 business days or the interval provided to SBC TEXAS' advanced services affiliate, whichever is less.

5.4 Loop makeup data is expected by the Parties to include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. SBC TEXAS also shall provide to CLEC any other loop makeup information listed on the individual loop record but not listed above.

5.5 Where SBC TEXAS has not compiled Loop Makeup Information for itself, SBC TEXAS is not required to conduct a plant inventory and construct a database on behalf of CLEC. If SBC TEXAS has manual access to this sort of information for itself, or any affiliate, SBC TEXAS will provide access to it to CLEC on a non-discriminatory basis.

5.6 SBC TEXAS will provide electronic access to its existing EDI and WebLex ordering interfaces needed for efficient provisioning of advanced services such as xDSL.

6.0 Provisioning/Requesting Conditioning as part of CLEC's order

6.1 CLEC shall designate, at CLEC's sole option, what loop conditioning (i.e. the removal of excessive bridged tap, load coils and/or repeaters) SBC TEXAS is to perform in provisioning the requested loop or subloop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive bridged tap, load coils and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule. Alternatively, CLEC

may choose to order a loop or subloop "as is" in which case, the terms and conditions set out in optional Appendix YZP shall apply.

6.2 With respect to any CLEC request for loop conditioning to remove bridged tap on a loop or subloop under this Attachment, the following will apply**:**

6.2.1 For loops that are less than a distance of 12,000 feet in Actual Loop Length between the SBC TEXAS Central Office and the end user customer's premises, SBC TEXAS shall condition xDSL Loops and xDSL Subloops to remove Excessive Bridged Tap, load coils and/or repeaters at no charge to CLEC.

6.2.2 If CLEC requests conditioning to remove bridged tap, load coil and/or repeaters on an xDSL Loop where the Actual Loop Length is 12,000 feet or greater, SBC TEXAS shall condition the loop as requested to produce a "clean loop", at the rates set out in the Pricing Schedule. If CLEC requests conditioning to remove bridged tap, load coil and/or repeaters on an xDSL Subloop or xDSL Loop where the Actual Loop Length is 12,000 feet or greater, SBC TEXAS shall condition the xDSL Subloop or xDSL Loop as requested necessary to produce a "clean xDSL Loop" or "xDSL Subloop" at the rates set out in the Pricing Schedule. A request to remove all or non-excessive bridged tap for xDSL Loops and xDSL Subloops is subject to the time frames for completion and the notification requirements regarding impossibility of removal that are set out in Appendix RABT-MMP, Section 3.3 and Appendix RABT-YZP, Section 3.2.

6.3 Intentionally Left Blank.

6.4 The provisioning and installation interval for xDSL Loops and subloops, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 3-5 business days, or the provisioning and installation interval applicable to SBC TEXAS' tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL Loops and subloops where conditioning is requested, on orders for 1-20 loops per order or per end-user customer location, will be 10 business days, or the provisioning and installation interval applicable to SBC TEXAS' tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less. Orders for more than 20 loops or subloops per order or per End-User location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops or subloops per order which require conditioning will have a provisioning and installation interval agreed to by the Parties in each instance. These provisioning intervals are applicable to every xDSL loop and every xDSL subloop regardless of the loop length. Upon completion of the Subloop Access Arrangement and Engineering Design, the intervals (quantity and conditioning) for xDSL Subloops will be the same as the intervals set forth above for xDSL Loops.

6.5 Subsequent to CLEC's submission of the initial order for a xDSL Loop or xDSL Subloop, additional conditioning for the removal of excessive bridged tap, load coils and/or repeaters may be requested on such loop at the rates set forth in the Pricing Schedule and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL Loop or xDSL Sub-loop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals. After an order has been completed, CLEC may request the removal of all or non-excessive bridged tap, load coils and repeaters via a trouble ticket; the process, procedures and rates set out in Appendix RABT shall apply in addition to any applicable rates in this Attachment. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, CLEC agrees that standard offered intervals do not constitute performance measure commitments. Performance measures, if any, applicable to provisions of this Attachment are contained in Attachment 17: Performance Measures of this Agreement.

6.6 CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Pricing Schedule.

7.0 Acceptance Testing

7.1 Should CLEC desire Acceptance Testing, CLEC shall request such testing on a per xDSL loop or xDSL subloop basis upon issuance of the Local Service Request (LSR).

7.2 Acceptance Testing Procedure:

7.2.1 Upon delivery of a loop or subloop to CLEC, SBC TEXAS' field technician will call the Local Operations Center (LOC) and the LOC technician will call a toll free number provided by CLEC to initiate performance of a series of Acceptance Tests.

7.2.1.1 Except for IDSL loops or subloops that are provisioned through repeaters or digital loop carriers, the SBC TEXAS field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

7.2.1.2 For IDSL loops or subloops that are provisioned through repeaters or digital loop carriers, the SBC TEXAS field technician will not perform a short or open circuit.

7.2.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Attachment for xDSL loops, CLEC will provide SBC TEXAS with a confirmation number and SBC TEXAS will complete the order. CLEC will be billed and shall pay for the Acceptance Test as specified below under Acceptance Testing Billing.

7.2.3 If the Acceptance Test fails loop continuity test parameters, as defined by this Attachment for xDSL loops, the LOC or field technician will take reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the SBC TEXAS technician will release the CLEC technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC TEXAS will contact CLEC to repeat the Acceptance Test. When the aforementioned test parameters are met, CLEC will provide SBC TEXAS with a confirmation number and SBC TEXAS will complete the order. If SBC TEXAS determines loop continuity parameters are met, SBC TEXAS may close the order. SBC TEXAS will not complete an order that fails Acceptance Testing.

7.2.4 Until such time as CLEC and SBC TEXAS agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, CLEC will accept IDSL loops or subloops without testing the complete circuit. Consequently, SBC TEXAS agrees that should CLEC open a trouble ticket on such a loop or subloop within ten (10) business days (that is the fault of SBC TEXAS), SBC TEXAS will adjust CLEC's bill and refund the recurring charge of such a loop until SBC TEXAS has resolved the problem and closed the trouble ticket.

7.2.5 SBC TEXAS will be relieved of the obligation to perform Acceptance Testing on a particular loop or subloop and will, assume acceptance of the loop or subloop by CLEC when CLEC places the SBC TEXAS LOC or field technician on hold for over ten (10) minutes. In that case, SBC TEXAS may close the order utilizing existing procedures. Except as otherwise provided in this Attachment, if no trouble ticket is opened on that loop or subloop within 24 hours, SBC TEXAS may bill and CLEC shall pay as if the Acceptance Test had been completed and the loop or subloop accepted**.** If, however, a trouble ticket is opened on the loop or subloop within 24 hours and the trouble resulted from SBC TEXAS error, CLEC will be credited for the cost of the acceptance test. Additionally, CLEC may subsequently request and SBC TEXAS will perform testing of such a loop or subloop under the terms and conditions of a repair request. If such loop or subloop is found by SBC TEXAS to not meet loop continuity test parameters as defined herein, SBC TEXAS will not charge for any acceptance testing performed on the repair call.

7.2.6 If a trouble ticket is opened within 24 hours of a loop or subloop order completion, and the trouble is determined to be SBC TEXAS' error, SBC TEXAS will credit CLEC for any charge(s) previously assessed to CLEC for the test.

7.2.7 Both Parties will work together to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement or any commission-ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require SBC TEXAS to expend additional time and expense.

7.3 Acceptance Testing Billing

7.3.1 CLEC will be billed for Acceptance Testing upon the effective date of this Attachment for loops and subloops that are installed correctly by the committed interval without the benefit of corrective action performed by SBC TEXAS due to acceptance testing. In particular, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the SBC TEXAS technician time involved, pursuant to the FCC tariffed rates set forth in FCC Tariff No. 73, Section 13.4.4; provided, however, the tariffed rates referenced shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement. If requested by CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime charges and premium time charges as provided for in such tariff.

8.0 Cooperative Testing

8.1 The charges for Cooperative Testing shall be the same as provided for in Section 7.3.1 above. If requested by CLEC, Overtime or Premium time charges will apply for Cooperative Testing requests in off-hours as provided for in such tariff.

8.2 SBC TEXAS and CLEC agree to implement Cooperative Testing during the repair and maintenance cycle of xDSL capable loop and xDSL subloop delivery.

8.3 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop or subloop upon issuance of the trouble ticket.

8.4 If the trouble ticket was opened without a request for Cooperative Testing, and CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a trouble ticket commitment date will be calculated to account for the additional work.

8.5 Cooperative Testing Procedure:

8.5.1 The SBC TEXAS field technician will call the LOC and the LOC will contact CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.

8.5.2 If the loop or subloop passes the “Proof of Continuity” parameters, as defined by this Attachment for xDSL capable loops or subloops, the technician will close out the trouble report and the LOC will bill and CLEC shall pay for the Cooperative Test as provided for in Section 7.3.1 above.

8.5.3 If the Cooperative testing fails “Proof of Continuity” parameters, as defined by this Attachment for xDSL capable loops or subloops, the LOC technician will take any reasonable steps to immediately resolve the problem with CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop or subloop to standard continuity parameters as defined by this Attachment for xDSL capable loops or subloops. When the aforementioned test parameters are met, the LOC will contact CLEC for another Cooperative Test.

8.5.4 SBC TEXAS will be relieved of the obligation to perform Cooperative Testing on a particular loop or subloop and will assume acceptance of the test by CLEC when CLEC cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes. SBC TEXAS may then close the trouble ticket, document the time and reason, and may bill CLEC, and CLEC shall pay, as if the Cooperative Test had been completed as provided for in Section 7.3.1 above.

9.0 Service Quality and Maintenance

9.1 Intentionally Left Blank.

9.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops or subloops in excess of 12,000 feet will only be provided on a time and material basis as provided for in the Pricing Schedule. On loops or subloops where CLEC has requested that no conditioning be performed, SBC TEXAS’ maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC’s request, SBC TEXAS will verify

continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

9.3 For loops or subloops currently in service where trouble ticket resolution has identified that excessive bridged tab (bridged tap in excess of 2,500 feet), load coils and/or repeaters are present on the loop or subloop and transferring to a new loop is a solution identified by SBC TEXAS to resolve the trouble ticket, SBC TEXAS, at its sole option may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from CLEC on such a loop or subloop currently in service and SBC TEXAS determines that an LST can be performed, the appropriate SBC TEXAS Local Operations Center ("LOC") will contact CLEC to inform it that an LST will be performed in lieu of CLEC's requested conditioning.

9.4 Each xDSL-Capable Loop or Subloop offering provided by SBC TEXAS to CLEC will be at least equal in quality and performance as that which SBC TEXAS provides to itself or to an affiliate.

10.0 Spectrum Management

10.1 CLEC will advise SBC TEXAS of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. CLEC, at its option and without further disclosure to SBC TEXAS, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering an xDSL loop or subloop, CLEC will notify SBC TEXAS as to the type of PSD mask CLEC intends to use on the ordering form and, if and when a change in PSD mask is made, CLEC will notify SBC TEXAS as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

10.2 SBC TEXAS shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. SBC TEXAS may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. SBC TEXAS may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. SBC TEXAS will not impose restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. SBC TEXAS will not deny requests for loops or subloops based on spectrum management issues.

10.3 In the event that a loop technology without national industry standards for spectrum management is deployed, SBC TEXAS, CLECs and the Commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the Commission, or by the Commission in the absence of industry agreement, may order local loops or subloops based on agreed-to performance characteristics. SBC TEXAS will assign the local loop or subloop consistent with the agreed-to spectrum management standards.

10.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, SBC TEXAS and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

10.5 In such case, SBC TEXAS will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by SBC TEXAS, as well as competitively neutral as between different xDSL services. Where disputes arise, SBC TEXAS and

CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, SBC TEXAS will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.

10.6 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if SBC TEXAS and/or CLEC is providing xDSL technologies deployed under Section 4.0 above, or other advanced services for which there is no standard, then SBC TEXAS and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11.0 Pricing

11.1 The interim rates for xDSL Loops, xDSL Subloops, Loop Qualification – Manual, Loop Conditioning, xDSL cross-connects – standard and xDSL cross-connects – shielded and the non-interim rate for Loop Qualification – Mechanized are set forth in the Pricing Schedule to the Agreement and shall be governed by such Pricing Schedule except as otherwise provided in Sections 11.2 through 11.4 below.

11.2 Notwithstanding anything to the contrary in this Agreement including, without limitation, this Attachment, the Parties understand and agree that the rates set forth in the Pricing Schedule for xDSL loops, xDSL subloops, Loop Qualification – Manual, Loop Conditioning, xDSL cross-connects – standard and xDSL cross-connects – shielded ("Current xDSL Interim Rates") are interim and subject to retroactive true-up upon the establishment of non-interim loop conditioning and/or Loop qualification – mechanized rates by the Commission. The Parties further understand and agree that nothing in this Attachment or Agreement shall foreclose and/or otherwise affect either Party's rights to retroactive true-up for any interim rates for xDSL Loops, Loop Qualification – Manual and/or Loop Conditioning to which it may be entitled for the period prior to the effective date of this Agreement. Rather, in entering into this Agreement, each Party reserves, and does not waive, any and all rights it may have to a retroactive true-up for the period prior to the effective date of this Agreement as to any interim rates for xDSL Loops, Loop Qualification - Manual and/or Loop Conditioning ("Prior xDSL Interim Rates"), as applicable; provided, however, the Parties understand and agree that to the extent that CLEC had in effect the original/interim Attachment 25: xDSL to the T2A ("Original Attachment 25") prior to January 27, 2000 (the date the Commission entered its Order in the Rhythms/Covad Arbitration in Docket Nos. 20226/20272), then pursuant to Section 9.2 of that Original Attachment 25, SBC TEXAS shall not seek retroactive true-up from CLEC for any conditioning performed by SBC TEXAS under that Original Attachment 25 on loops under 15,000 feet for the time period from the effective date of the Original Attachment 25 as between the Parties to January 27, 2000. However, nothing herein shall preclude SBC TEXAS from seeking retroactive true-up for any loop conditioning performed by SBC TEXAS on CLEC's behalf under the Original Attachment 25 for loops 12,000 feet in length or greater on or after January 27, 2000. Any retroactive true-up of the Current xDSL Interim Rates for the period after the effective date of this Agreement shall be performed in accordance with this Agreement.

11.3 Following such xDSL Rate Notice by either Party, SBC TEXAS will: (i) update the CLEC's billing tables to replace the Current xDSL Interim Rates with its (their) non-interim Commission-established rate(s) counterparts as to the rates specified in the notice(s), which rate(s) shall be deemed to have become effective, and shall apply, between the Parties as of the effective date of the Commission's order, and the Parties shall negotiate a conforming amendment to reflect those non-interim Commission-established rate(s) that are replacing its (their) Current xDSL Interim Rates counterparts, and shall submit such amendment to the Commission for approval; and (ii) SBC TEXAS will notify CLEC of the approximate date of when SBC TEXAS will begin to calculate adjustments and an estimated date of completion, and (iii) SBC TEXAS shall address CLEC questions regarding the calculation of refunds/adjustments in association with CLEC's accounts, as well as the timing of refunds and issuance of bills containing surcharges; and (iv) SBC TEXAS will issue any adjustments that are appropriate (e.g., additional charges, billing credit) to retroactively true-up the non-interim rates established by the Commission with the Prior xDSL Interim Rates

for the period prior to the effective date of this Agreement (to the extent CLEC has any right to such a retroactive true-up, including subject to the terms and conditions of such prior agreement); and (v) SBC TEXAS shall provide CLEC, upon request, documentation as to any adjustments applied; and (vi) SBC TEXAS will issue any adjustments that are appropriate (e.g., additional charges, billing credit) to retroactively true-up the non-interim rates established by the Commission with the Current xDSL Interim Rates for the period after the effective date of this Agreement, in accordance herewith. Nothing in this Section 11.3 shall alter or negate the terms of any agreement between CLEC and SBC TEXAS regarding the true-up of rates and charges under this Attachment that was entered into prior to this Agreement.

11.4 Notwithstanding anything to the contrary in this Attachment or Agreement, including without limitation, Section 11.3 above, in the event that any other telecommunications carrier should adopt provisions in this Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to retroactive true-up under this Agreement, upon the Commission's establishment of non-interim xDSL-related rates, as to any corresponding interim xDSL-related rates set forth in the Pricing Schedule to this Agreement back to 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")). To the extent that a prior interconnection agreement between the Adopting CLEC and SBC TEXAS, if any, contained interim xDSL related rates, then nothing herein shall foreclose the Adopting CLEC or SBC TEXAS from also seeking retroactive true-up under the provisions of their prior interconnection agreement as to the interim xDSL related rates in such prior interconnection agreement for the time period such prior agreement remained in effect between the Adopting CLEC and SBC TEXAS. In no event shall the Adopting CLEC be entitled to a true-up under this Agreement prior to the MFN Effective Date.

11.5 SBC TEXAS will make "clean loops" and "clean subloops" available for all xDSL services and use by all xDSL providers. When CLEC orders an xDSL Loop or xDSL Subloop, SBC TEXAS will make available for use on a nondiscriminatory basis loops and subloops that do not need conditioning. If no "clean loops" or "clean subloops" are available for use, then the conditioning charges set forth in the Pricing Schedule shall apply. SBC TEXAS' retail and/or advanced services affiliate shall not be given preferential access to "clean loops," or "clean subloops" nor shall such "clean loops" or "clean subloops" be reserved exclusively for ADSL services.

11.6 The interim conditioning charges, set forth in the Pricing Schedule, are applicable to every xDSL Loop and xDSL Subloop as to a loop that is 12,000 feet in Actual Loop Length or greater for which CLEC requests the removal of excessive bridged tap, load coils, and/or repeaters. Removal of non-excessive bridged tap after completion of CLEC's order shall be performed in accordance with the terms and conditions of RABT-MMP.

12.0 Reservation of Rights/Intervening Law

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

APPENDIX FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING THE YELLOW ZONE PROCESS ("YZP")

Optional Appendix to Attachment 25: xDSL

1. Introduction

1.1 This Appendix to Attachment 25: xDSL of this Agreement sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT"), using the Yellow Zone Process ("YZP"), for xDSL Loops and xDSL Subloops. This optional process is available to CLEC as an alternative to SBC TEXAS' existing ordering processes.

1.2 Except as otherwise provided herein, the rates, terms and conditions set forth elsewhere in this Agreement pertaining to xDSL loops and xDSL Subloops shall remain unchanged and in full force and effect.

2. Definitions

2.1 A "No Sync" situation after the completion of a YZP service order means that a CLEC is experiencing a situation in which its DSLAM will not communicate (sync) with the customer premises.

2.2 A loop meeting "minimum qualifications" means the loop has no load coils, repeaters, or bridged tap in excess of 2.5Kft, and no one segment of bridged tap longer than 2Kft in length.

2.3 Removal of All or Non-Excessive Bridged Tap means the removal of all bridged tap (i.e., both Excessive and Non-Excessive) or the removal of Non-Excessive bridged tap in response to CLEC's request, in connection with CLEC's xDSL Loop or xDSL Subloop.

3. Removal of All and Non-Excessive Bridged Tap YZP Offering

3.1 To be eligible for the Removal of All or Non-Excessive Bridged Tap using YZP, a CLEC must have a signed and approved Optional YZP Appendix in addition to this Appendix for the Removal of All or Non-Excessive Bridged Tap Using YZP. Pursuant to the terms of the Optional YZP Appendix, CLEC has to have ordered an xDSL loop on the original service order, using a generic loop 'As Is' specification code to identify the loop that may require conditioning. All Local Service Requests (LSRs) for an xDSL Loop or x-DSL Subloop submitted with the 'UALNQX' Specification Code and the 'YZP' notation will initially receive a minimum five (5) business day service provisioning due date for xDSL Capable Loops and Subloops. After the service order has completed, CLEC must generate a Trouble Ticket pursuant to Section 5 of this Appendix with the Local Operations Center (LOC) as a 'No Sync' type YZP-related conditioning Trouble Ticket. Based on CLEC's own testing, CLEC must specify the type of bridged tap conditioning being requested on the Trouble Ticket. Upon CLEC's request the LOC will investigate and will address any non-conditioning related reasons for any No Sync situation, and/or condition the facility as needed following the process listed in the YZP Attachment and the process outlined in this Appendix for the Removal of All or Non-Excessive Bridged Tap Using the YZP process, or ensure CLEC's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the loop: provided, however, does not guarantee the synchronization of any loop.

3.2 Except as otherwise provided below, in response to a CLEC's YZP trouble ticket for the Removal of All or Non-Excessive Bridged Tap, SBC TEXAS will offer CLEC a zero plus five (0 + 5) business day interval; provided, however, in those instances where SBC TEXAS determines it is not possible to Remove All or Non-Excessive Bridged Tap under this Appendix, (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 TEXAS. SBC TEXAS has no obligation to perform the requested conditioning under this Appendix; and, in those instances where SBC TEXAS determines that it can Remove All or Non-Excessive Bridged Tap under this Appendix, but cannot meet the zero plus five (0 + 5) business day interval, (in those situations:(i) involving municipalities which may affect access to certain areas; or (ii) in which there are other issues associated with a access to the subject facilities; or (iii) in

which events, actions or circumstances exist or arise that are outside the sole control of SBC TEXAS, i the Parties understand and agree that the zero plus five (0 + 5) business day interval set forth above shall not apply, but instead, in such situations, SBC TEXAS will respond to CLEC-referred Removal of All or Non-Excessive Bridged Tap Trouble Tickets for xDSL Loops and xDSL Subloops in parity with repair intervals SBC TEXAS provides to its advanced services affiliates. SBC TEXAS will advise CLEC as soon as possible when SBC TEXAS is unable to Remove All or Non-Excessive Bridged Tap under this Appendix or is unable to meet the zero plus five (0 + 5) business day interval.

3.3 If the Removal of All or Non-Excessive Bridged Tap has been requested by CLEC on a Trouble Ticket, the opening of the Trouble Ticket with specific conditioning requests will be used as authorization from CLEC for SBC TEXAS to condition the loop as requested. CLEC will then be billed and shall pay the appropriate conditioning charges for any such conditioning performed by SBC TEXAS pursuant to the Removal of All or Non-Excessive Bridged Tap set out in the Pricing Schedule attached hereto and incorporated herein by this reference.

3.4 The Removal of All or Non-Excessive Bridged Tap using YZP applies only to xDSL Loops and xDSL Subloops.

3.5 The initial YZP service order must have closed prior to the opening of the YZP Trouble Ticket for the Removal of All or Non-Excessive Bridged Tap pursuant to the process outlined in this Appendix.

4. Testing

4.1 All testing requests after the completion of the service order will follow the testing guidelines and procedures outlined in the CLEC's YZP Attachment.

4.2 CLEC shall assist in trouble isolation for the Removal of All or Non-Excessive Bridged Tap related initial Trouble Tickets by obtaining and providing to SBC TEXAS interferor information on the loop at the time of opening the Trouble Ticket. For best results, CLEC is encouraged to provide its field technician with appropriate test sets that can detect and detail the presence of the following:

4.2.1 The number and location of Load Coils; and

4.2.2 The number and location of Repeaters, if any; and

4.2.3 The number of sections of Bridged Tap, and their lengths and locations.

5. Maintenance/Service Assurance

5.1 Prior to opening of a trouble ticket for the Removal of All or Non-Excessive Bridged Tap, CLEC must determine that the problem is not CLEC-related.

5.1.1 Intentionally Left Blank.

5.2 CLECs may open a YZP-related Trouble Ticket for the Removal of All or Non-Excessive Bridged Tap by the following two methods:

5.2.1 Calling the Local Operations Center and opening a manual ticket through the call center with a specific conditioning request e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

5.2.2 Opening an electronic bonding ticket. If the Trouble Ticket is opened by an electronic bonding ticket, CLEC needs to specify that it is a YZP Trouble Ticket with specific conditioning requests in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of All BT."

Both methods require the following:

1. If Excessive Bridged Tap is present on the loop, CLEC may request:
   a. Removal of Excessive Bridged Tap; or
   b. Removal of All Bridged Tap.
2. If Excessive Bridged Tap is not present on the loop, CLEC may request Removal of Non-Excessive Bridged Tap (the remaining Bridged Tap left on the loop after Excessive Bridged Tap has been removed).

3. Once All the Bridged Tap has been removed any future trouble tickets concerning Bridged Tap will require a vendor meet via Trouble Ticket with the LOC. Vendor meet procedures can be found in SBC's CLEC On-Line Handbook.

4. It is CLEC's obligation to document on the Trouble Ticket the type of conditioning it is requesting be performed by SBC TEXAS i.e., Removal of All or Non-Excessive bridged tap. If the bridged tap conditioning request does not specify the Removal of All or Non-Excessive Bridged Tap conditioning on the YZP Trouble Ticket, only Excessive Bridged tap conditioning will be performed pursuant to the YZP Attachment.

5. If a manual trouble ticket is opened by calling the LOC, the CLEC technician should identify that the original order was YZP related and whether this Trouble Ticket is a Removal of All or Non-Excessive Bridged Tap conditioning Trouble Ticket, and specify the type of bridged tap conditioning needed.

6. Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of Load Coils or Repeaters, will be performed pursuant to the existing terms and conditions set forth in Attachment 25 of this Agreement.

5.3 Except as otherwise provided for herein, when a YZP Trouble Ticket is opened by CLEC for the Removal of All or Non-Excessive Bridge Tap conditioning, a zero plus five (0+ 5) business day interval will be given. Trouble Ticket authorization and billing for conditioning will be provided as follows:

5.3.1 If the trouble ticket is opened as a ticket for the Removal of All or Non-Excessive Bridged Tap conditioning, for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), over 12 Kft, and the loop has been ordered as YZP, SBC TEXAS will use that YZP designation and the initiation of the Trouble Ticket by CLEC as approval for line conditioning and the loop will be conditioned by SBC TEXAS. CLEC will then be billed and shall pay the appropriate Removal of All or Non-Excessive Bridged Tap conditioning charges set forth on the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges upon the completion of the requested conditioning by SBC TEXAS.

5.3.2 If a CLEC's trouble ticket is opened for the Removal of Non-Excessive Bridged Tap Conditioning Ticket for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), between 0 Kft and 12 Kft, and the loop is conditioned to remove bridged tap beyond that required to meet minimum qualifications (SBC TEXAS is requested to remove bridged tap less than 2.5 Kft in length), SBC TEXAS will bill and CLEC shall pay the conditioning charges set forth in the Pricing Schedule to this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement for any conditioning performed by SBC TEXAS at CLEC's request.

5.3.3 In the case of Section 5.3.1 or 5.3.2 the SBC TEXAS LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.

5.4 Escalations for YZP Trouble Tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. Interim Pricing

6.1 The rates that SBC TEXAS shall charge and CLEC shall pay for the Removal of All or Non-Excessive Bridged Tap with a YZP Trouble Ticket are set out in this Appendix.

6.2 Notwithstanding anything to the contrary in this Agreement including, without limitation, this Attachment, the Parties understand and agree that the rates set forth in the attached Pricing Schedule for the Removal of All or Non-Excessive Bridged Tap ("Interim RABT Rates") are interim and subject to retroactive true-up upon the establishment of non-interim RABT rates by the Commission. Upon the effective date of a Commission Order establishing non-interim rates for RABT, either Party may, within ninety (90) days of the effective date of such Commission order, provide written notice ("RABT Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established RABT rate(s) to replace and supersede its (their) Interim RABT counterpart(s) in this Agreement. Following such RABT Rate Notice by either Party, SBC TEXAS will: (i) update the CLEC's billing tables to replace the Interim RABT Rates with its (their) non-interim Commission-established RABT rate(s), which rate(s) shall be deemed to have become effective, and shall apply, between

the Parties as of the effective date of the Commission's order, and the Parties shall negotiate a conforming amendment to reflect those non-interim Commission-established RABT rate(s) that are replacing its (their) Interim RABT Rates counterparts, and shall submit such amendment to the Commission for approval; and (ii) SBC TEXAS will issue any adjustments that are appropriate (e.g., additional charges, billing credit) to retroactively true-up the non-interim RABT rates established by the Commission with the Interim RABT Rates for the period after the effective date of this Agreement, in accordance herewith. In the event that a Party issues such an RABT Rate Notice more than ninety (90) days after the effective date any such Commission order, then the non-interim Commission-established RABT rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such non-interim Commission-established RABT rate(s) into the Agreement to replace and supersede its (their) Interim RABT Rate counterparts 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 any claims for retroactive true-up with respect to the Interim RABT Rate(s) under this Agreement for any period prior to the effective date of such amendment.

6.3 Notwithstanding anything to the contrary in this Attachment or Agreement, including without limitation, Section 6.2 above, in the event that any other telecommunications carrier should adopt provisions in this Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to retroactive true-up under this Agreement, upon the Commission's establishment of non-interim RABT rates, as to any corresponding interim RABT-related rates set forth in the Pricing Schedule to this Attachment back to 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")). In no event shall the Adopting CLEC be entitled to a true-up under this Agreement prior to the MFN Effective Date.

7. Reservation of Rights

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

Removal of All and Non-Excessive Bridged Tap Non Recurring Charge Pricing Schedule

TEXAS	SBC TEXAS RECURRING	SBC TEXAS NON-REC. #	
	Monthly	Initial	Additional
Removal of All Bridged Tap			
DSL Loops - >12KFT and < 17.5KFT			
Removal of All Bridged Tap	N/A	**$35.24*#**	**$39.58*#**
Removal of Non-Excessive Bridged Tap			
DSL loops - >0KFT and < 17.5KFT			
Removal of Non-Excessive Bridged Tap	N/A	**$17.62* #**	**$14.79*#**
Removal of All Bridged Tap > 17.5KFT			
DSL Loops - > 17.5KFT - per element			
Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A	**$48.92* #**	**$37.62*#**
Removal of Non-Excessive Bridged Tap > 17.5KFT			
DSL Loops - >17.5KFT - per element			
Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA	**$24.46*#**	**$18.81*#**

*All of the Texas RABT rates set forth above on this Texas RABT Pricing Schedule are interim and subject to retroactive true-up upon the Public Utility Commission of Texas' establishment of RABT rates, as more specifically provided in Section 6 above of this Attachment.

APPENDIX FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP AFTER LOOP COMPLETION USING A MODIFIED MAINTENANCE PROCESS

Appendix to Attachment 25 xDSL Loops

APPENDIX FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP AFTER LOOP COMPLETION USING A MODIFIED MAINTENANCE PROCESS

Appendix to Attachment 25 xDSL Loops

1. Introduction

1.1. This Appendix to Attachment 25: xDSL of this Agreement sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap ("RABT"), using a modified version of the standard maintenance process for xDSL and xDSL Subloops where CLEC requests such removal after its order for an xDSL Loop or xDSL Subloop has been completed. This process is made available to CLECs as an alternative to SBC TEXAS' existing ordering processes, but applies only to completed loops.

2. Definitions

2.1 "**Minimum qualifications**" as used herein means a loop that has no load coil(s), repeater(s), or bridged tap in excess of 2,500 feet in total length.

2.2 "**No Sync situation**" as used herein means that after the completion of a provisioning service order, CLEC is experiencing a situation in which its DSLAM will not communicate (sync) with the End-User premises.

2.3 "**Removal of All or Non-Excessive Bridged Tap**" as used herein means the removal of all bridged tap (i.e., both Excessive and Non-Excessive) or the removal of Non-Excessive bridged tap in response to CLEC's request in connection with CLEC's xDSL Loop or xDSL Subloop.

3. Removal of All or Non-Excessive Bridged Tap Offering

3.1 To be eligible for RABT-MMP, a CLEC shall have ordered an xDSL Loop or xDSL Subloop on its original service order. After the service order has completed, the CLEC must generate a trouble ticket pursuant to Section 5 of this Appendix with the Local Operations Center (LOC) and specify the type of bridged tap conditioning requested on the trouble ticket. Removal of All or Non-Excessive Bridged Tap shall be performed in accordance with the rates, terms and conditions set out in the following sections of this Appendix subject to the limitations set forth in Section 3.3.

3.2 Upon CLEC's request, the LOC will investigate and will address any SBC TEXAS non-conditioning related reasons for any No Sync situation, or ensure CLEC's bridged tap removal request is appropriate by verifying the subject bridged tap is located on the loop: provided, however, SBC TEXAS does not guarantee the synchronization of any loop.

3.3 Except as otherwise provided below, in response to CLEC's trouble ticket for removal of All or Non-Excessive Bridged Tap, SBC TEXAS will offer CLEC a zero plus five (0 + 5) business day interval, subject to Sections 3.3.1 and 3.3.2 below.

3.3.1 In those instances where SBC TEXAS determines it is not possible to remove All or Non-Excessive Bridged Tap, 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 TEXAS, SBC TEXAS has no obligation to perform the requested conditioning.

3.3.2 In those instances where SBC TEXAS determines that it can Remove All or Non-Excessive Bridged Tap but cannot meet the zero plus five (0 + 5) business day interval e.g., in those situations (i) involving municipalities which may affect access 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 TEXAS, the Parties understand and agree that the zero plus five (0 + 5) business day interval set forth above shall not apply, but instead, in such situations, SBC TEXAS will respond to CLEC-referred Removal of All or Non-Excessive Bridged Tap trouble tickets for xDSL Loops and xDSL Subloops in parity with the repair intervals SBC TEXAS provides to its advanced services affiliate(s) in Texas.

3.3.3 SBC TEXAS will advise CLEC as soon as possible when SBC TEXAS is unable to remove All or Non-Excessive Bridged Tap or is unable to meet the zero plus five (0 + 5) business day interval.

3.4 If Removal of All or Non-Excessive Bridged Tap has been requested by the CLEC on a trouble ticket, the opening of the trouble ticket with specific conditioning requests will be used as authorization from CLEC for SBC TEXAS to condition the loop as requested.

3.5 CLEC shall pay the appropriate conditioning charges for Removal of All or Non-Excessive Bridged Tap as set out in the Pricing Schedule set out in this Appendix.

4. Testing

4.1. All testing requests after the completion of the service order will follow the testing procedures outlined for xDSL Loops and xDSL Subloops, as applicable, set out in Attachment 25 of this Agreement.

4.2. CLEC shall assist in trouble isolation for the Removal of All or Non-Excessive Bridged Tap-related initial trouble tickets by obtaining and providing to SBC TEXAS interferor information on the loop or subloop at the time of opening the trouble ticket. For best results, CLEC is encouraged to provide appropriate testing equipment for its technician to determine the presence and location of the following: the number and location of load coil(s), repeater(s) and section(s) of bridged tap, including the length of individual section(s).

5. Maintenance/Service Assurance

5.1 Prior to opening of a trouble ticket for the Removal of All or Non-Excessive Bridged Tap, CLEC must verify that the problem is not CLEC-related. If a Removal of All or Non-Excessive Bridged Tap trouble ticket is opened, and it is later determined by SBC TEXAS that the requested conditioning is not available because no such bridged tap was on the loop, the trouble ticket will be closed and CLEC shall pay the Maintenance Service Charge on a Time and Material basis in accordance with Section 7 of Attachment 25—xDSL.

5.2 CLEC may open a trouble ticket for the Removal of All or Non-Excessive Bridged Tap via the following two methods:

5.2.1 By calling the LOC and opening a manual ticket with its specific conditioning request, e.g., “Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT.”

5.2.2 By opening an electronic bonding ticket. In such case, CLEC shall request specific conditioning in the remarks field e.g., “Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT.”

Both methods require the following:

1. When Excessive Bridged Tap is present on the loop, the removal of All bridged tap.
2. When Excessive Bridged Tap is not present on the loop, the removal of Non-Excessive Bridged Tap.
3. Once All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the SBC TEXAS LOC. Vendor meet procedures can be found in SBC TEXAS’ CLEC On-Line Handbook.
4. It is CLEC’s obligation to document on the trouble ticket the type of conditioning it is requesting be performed by SBC TEXAS e.g., the Removal of All or Non-Excessive Bridged Tap. 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.
5. Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of load coil(s) or repeater(s), will be performed pursuant to the existing rates, terms and conditions for xDSL Loops and Subloops provided for in Attachment 25 of this Agreement.

5.3 Except as otherwise provided for herein, when a trouble ticket is opened by CLEC for the Removal of All or Non-Excessive Bridged Tap, a zero plus five (0+ 5) business day interval will be given. Trouble ticket authorization for conditioning and billing will be provided as follows:

5.3.1 If the trouble ticket is opened for a loop that is 12,000 feet or greater in Actual Loop Length, SBC TEXAS will use that designation and the initiation of the trouble ticket by CLEC as approval for loop conditioning and the loop will

be conditioned by SBC TEXAS. CLEC will then be billed and shall pay the conditioning charges set forth in the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement upon the completion of the requested conditioning by SBC TEXAS.

5.3.2 If the trouble ticket is opened for a loop that is less than12,000 feet in length in Actual Loop Length, and the loop is conditioned to remove bridged tap beyond that required to meet Minimum Qualifications, SBC TEXAS will bill and CLEC shall pay the conditioning charges set forth in the Pricing Schedule set out in this Appendix, in addition to any other applicable conditioning charges specified in Attachment 25 of this Agreement, for any conditioning performed by SBC TEXAS at CLEC's request.

5.3.3 In the scenarios addressed in Subsections 5.3.1 and 5.3.2 above, the SBC TEXAS LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.

5.4 Escalations for trouble tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. Pricing

6.1. The rates that SBC TEXAS shall charge and CLEC shall pay for the Removal of All or Non-Excessive Bridged Tap requested after CLEC's xDSL Loop or xDSL Subloop order has been completed are set out in this Appendix.

6.2. Notwithstanding anything to the contrary in this Agreement including, without limitation, this Attachment, the Parties understand and agree that the rates set forth in the attached Pricing Schedule for the Removal of All or Non-Excessive Bridged Tap ("Interim RABT Rates") are interim and subject to retroactive true-up upon the establishment of non-interim RABT rates by the Commission. Upon the effective date of a Commission Order establishing non-interim rates for RABT, either Party may, within ninety (90) days of the effective date of such Commission order, provide written notice ("RABT Rate Notice") to the other Party that it wishes to obtain the non-interim Commission-established RABT rate(s) to replace and supersede its (their) Interim RABT counterpart(s) in this Agreement. Following such RABT Rate Notice by either Party, SBC TEXAS will: (i) update the CLEC's billing tables to replace the Interim RABT Rates with its (their) non-interim Commission-established RABT rate(s), which rate(s) shall be deemed to have become effective, and shall apply, between the Parties as of the effective date of the Commission's order, and the Parties shall negotiate a conforming amendment to reflect those non-interim Commission-established RABT rate(s) that are replacing its (their) Interim RABT Rates counterparts, and shall submit such amendment to the Commission for approval; and (ii) SBC TEXAS will issue any adjustments that are appropriate (e.g., additional charges, billing credit) to retroactively true-up the non-interim RABT rates established by the Commission with the Interim RABT Rates for the period after the effective date of this Agreement, in accordance herewith. In the event that a Party issues such an RABT Rate Notice more than ninety (90) days after the effective date any such Commission order, then the non-interim Commission-established RABT rate(s) will be deemed effective between the Parties as of the date the amendment incorporating such non-interim Commission-established RABT rate(s) into the Agreement to replace and supersede its (their) Interim RABT Rate counterparts 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 any claims for retroactive true-up with respect to the Interim RABT Rate(s) under this Agreement for any period prior to the effective date of such amendment.

6.3. Notwithstanding anything to the contrary in this Attachment or Agreement, including without limitation, Section 6.2 above, in the event that any other telecommunications carrier should adopt provisions in this Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to retroactive true-up under this Agreement, upon the Commission's establishment of non-interim RABT rates, as to any corresponding interim RABT-related rates set forth in the Pricing Schedule to this Attachment back to 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")). In no event shall the Adopting CLEC be entitled to a true-up under this Agreement prior to the MFN Effective Date.

7. Reservation of Rights/Intervening Law

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

Removal of All and Non-Excessive Bridged Tap Non Recurring Charge Pricing Schedule

TEXAS	SBC TEXAS RECURRING	SBC TEXAS NON-REC. #	
	Monthly	Initial	Additional
Removal of All Bridged Tap			
DSL Loops - >12KFT and < 17.5KFT			
Removal of All Bridged Tap	N/A	**$35.24*#**	**$39.58*#**
Removal of Non-Excessive Bridged Tap			
DSL loops - >0KFT and < 17.5KFT			
Removal of Non-Excessive Bridged Tap	N/A	**$17.62*#**	**$14.79* #**
Removal of All Bridged Tap > 17.5KFT			
DSL Loops - > 17.5KFT - per element			
Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A	**$48.92*#**	**$37.62*#**
Removal of Non-Excessive Bridged Tap > 17.5KFT			
DSL Loops - >17.5KFT - per element			
Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA	**$24.46* #**	**$18.81*#**

*All of the Texas RABT rates set forth above on this Texas RABT Pricing Schedule are interim and subject to retroactive true-up upon the Public Utility Commission of Texas' establishment of RABT rates, as more specifically provided in Section 6 above of this Attachment.

ATTACHMENT YELLOW ZONE ORDERING PROCESS ("YZP")
Optional Appendix to Attachment 25 xDSL

1. Introduction

1.1 This Appendix sets forth terms and conditions for the Yellow Zone Process ("YZP"), an optional ordering process for xDSL Loops. This process is made available to CLEC as a voluntary offer as an alternative to SBC TEXAS' existing ordering processes.

1.2 Except as otherwise provided herein, the rates terms and conditions of CLEC's Agreement pertaining to xDSL loops and xDSL Subloops (such as related to Splitter Ownership and Responsibilities, Operational Support Systems, Facility Make-Up information, Provisioning, Testing, Maintenance & Service Assurance, Ordering, Pricing & Spectrum Management) shall remain unchanged and in Full Force and Effect.

2. Definitions

2.1 A "No Sync" situation after the completion of a YZP service order is defined by a CLEC experiencing a situation in which its DSLAM will not communicate (sync) with the customer premises.

3. YZP Offering

3.1 CLEC will order eligible xDSL Loops and xDSL Subloops using a generic loop 'As Is' specification code to identify the loop that may require conditioning. All LSRs for xDSL Loops and xDSL Subloops submitted with the 'UALNQX' Specification Code and the 'YZP' notation will initially receive a minimum five (5) business day service provisioning due date for xDSL Loops and xDSL Subloops. Once the order has been completed, and if a No Sync situation, as defined herein, is determined by CLEC, CLEC must choose one of two options:

OPTION 1: Generate a trouble ticket with Local Operations Center (LOC), and identify it either as a straight 'No Sync' type YZP ticket, OR as a YZP related conditioning trouble ticket. The LOC will resolve the No Sync situation either by addressing non-conditioning related reason for the No Sync, and/or by conditioning the facility as needed (remove load coils, excessive bridge taps, etc). On YZP related Trouble Tickets, a zero plus five (0 + 5) business day interval will be offered after the line has been determined to need conditioning.

On loops with actual lengths between 12 Kft and 17.5 Kft, if the loop has been ordered as YZP, SWBT will use that YZP designation and the CLEC opening a trouble ticket, as authorization from CLEC for SBC TEXAS to condition the loop. CLEC will then be billed the appropriate conditioning charges pursuant to the Agreement.

OPTION 2: Cancel the Order by issuing an LSR to Disconnect the circuit**.**

3.2 YZP ordering is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where SBC TEXAS is not the retail service provider.

3.3 The CLEC will provide SBC TEXAS with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, then the YZP process will not be applicable.

3.4 The YZP process only applies to xDSL Loop and xDSL Subloop where the loop length is between 0 and 17.5 Kft.

3.5 The initial YZP service order must have completed and closed prior to the opening of the YZP trouble ticket, when a "No Sync" situation is detected by CLEC.

4. Testing

4.1 Acceptance Testing (for xDSL Loops and xDSL Subloops orders) – CLEC, when using YZP for provisioning xDSL loops CANNOT request Acceptance Testing with such orders.

4.2 Cooperative Testing - For xDSL Loops and xDSL Subloops, CLEC has the option of requesting a Cooperative Test, pursuant to the rates, terms and conditions of the Agreement, at the time they are opening the YZP trouble Ticket.

4.3 All YZP order related initial Trouble Tickets (TTs) opened by CLEC will require load coil and/or other interferor information on that loop to be provided by the CLEC technician at the time of opening the TT. The CLEC will therefore have to ensure that their field technician is equipped with the appropriate test sets that can detect and detail the presence and location of load coils, bridge tap and repeaters. (see Maintenance/Service Assurance Section 5.8, 5.8.4 and 5.9 for more detail.)

5. Maintenance/Service Assurance

5.1 SBC TEXAS will provide resolution of CLEC-referred YZP trouble tickets for the xDSL Loops and xDSL Subloops in parity with repair intervals SBC TEXAS provides to its advanced services affiliates.

5.2 Prior to opening the YZP trouble ticket, CLEC must verify the DSLAM is built properly, as well as check the logical translations, perform a loop back from DSLAM, insure proper routing, profile, and modem settings. The dispatched CLEC Technician must confirm that the problem is not CLEC related. If a YZP trouble ticket is opened, and it is later determined by SBC TEXAS to be a 'No Trouble Found' (NTF), or if the trouble is found in the CLEC's network or CLEC related, SBC TEXAS will charge CLEC a penalty on a Time and Materials basis, per applicable tariffed rates.

5.3 CLECs can open a YZP related Trouble Ticket by the following methods:

5.3.1 Calling the Local Operations Center and opening a manual ticket through the call center. The CLEC technician should identify that the original order was YZP related and whether this trouble ticket is a conditioning trouble ticket or not.

5.3.2 Opening an electronic bonding ticket - If the trouble ticket is opened by an electronic bonding ticket, CLEC needs to place that this is a YZP related trouble ticket in the remarks field.

5.3.3 The identification of a possible conditioning related trouble by CLEC will allow the LOC to convert it to a YZP conditioning type ticket immediately. Potential non-conditioning causes for Physical fault will be checked. However, if the ticket is not opened as a possible conditioning ticket, the SWBT LOC will handle the tickets per the Present Method of Operation for all Repair tickets and look for physical faults. If no fault is found the LOC will notify CLEC to conduct the Sync test. If it does not sync, CLEC will have to open another trouble ticket to address any conditioning required.

5.4 When a YZP related trouble ticket is opened by CLEC and the line is determined to need conditioning, a 5 business day interval will be given. Trouble ticket status will be provided as follows:

5.4.1 If the trouble ticket is opened electronically (via ToolBar), as a straight 'No Sync type YZP ticket, an electronic status will be available after 24 hours. If it is determined by SBC TEXAS that the trouble is conditioning related, the straight 'No Sync' trouble ticket will be converted to a YZP conditioning ticket.

5.4.2 If the trouble ticket is opened with a live call to the SBC TEXAS LOC (whether as a straight 'No Sync' ticket or as a 'conditioning Requested ticket) there will be no separate ticket status provided until the trouble has been resolved and CLEC is notified of the ticket's closure.

5.4.3 If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 12Kft and 17.5 Kft, and it requires conditioning as verified by SBC, and the loop has been ordered as YZP, SBC TEXAS will use that YZP designation and the initiation of the trouble ticket by the CLEC as approval for line conditioning and the loop will be conditioned by construction and engineering. The CLEC will then be billed the appropriated conditioning charges upon the completion of the conditioning.

5.4.4 If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 12Kft and 17.5 Kft, and it requires conditioning as verified by SBC, and the loop has been ordered as YZP, SBC TEXAS will use that YZP designation and the initiation of the trouble ticket by the CLEC as approval for

line conditioning and the loop will be conditioned by construction and engineering. The CLEC will then be billed the appropriated conditioning charges upon the completion of the conditioning.

5.4.5 If the trouble ticket is opened as a Conditioning Requested ticket, for a loop of actual loop length between 0Kft and 12 Kft, and it requires conditioning as verified by SBC, CLEC will be contacted and provided with status after the conditioning work is completed. If the loop is conditioned outside of SBC TEXAS parameters (any bridge tap less than 2500 ft total or 2000 ft single that is removed) CLEC will then be billed the appropriate conditioning charges as set out in the Appendix regarding the Removal of All or Non-Excessive Bridged Tap Using the Yellow Zone Ordering Process.

5.4.6 If the trouble ticket is originally opened as a straight 'No Sync' type ticket, and it the later determined by SBC TEXAS to be a conditioning related problem, and therefore converted to a YZP conditioning ticket, Sections 5.4.4 or 5.4.5 as stated above will apply, depending on the loop length. A 0 + 5 day interval will be offered to complete the conditioning of the loop.

5.5 In all cases, the SBC TEXAS LOC will notify CLEC as soon as the trouble is resolved, whether it is conditioning related or not.

5.6 Escalations for YZP trouble tickets will follow the existing procedures, as there are no YZP specific escalation procedures SBC TEXAS.

5.7 If CLEC intends to open a Trouble Ticket for a completed YZP order that does not sync, the CLEC must open the Trouble Ticket within 30 calendar days of the completion of the original YZP service order. If the Trouble Ticket is opened after 30 calendar days, then the terms, conditions and rules governing the YZP process will not apply. The CLEC will be referred to the LSC for a new LSR to be issued to condition the line.

5.8 With permanent YZP, ALL YZP order related initial Trouble Tickets (TTs) opened by the CLEC will require load coil and/or other interferor information on that loop to be provided by the CLEC technician at the time of opening the TT. The CLEC will therefore have to ensure that their field technician is equipped with the appropriate test sets that can detect and detail the presence of the following:
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5.8.1 The number and location of Load Coils.

5.8.2 The number and location of Repeaters, if any.

5.8.3 The number of sections of Bridged Tap, and their lengths and locations.

5.8.4 SBC TEXAS will not specify to any CLECs the type of test equipment or the specific tests to use for determining the presence of disturbers– the YZP participating CLEC will determine their own test requirements and capabilities such as Sunrise test sets, or through a remote monitoring capability like Hykemian, and using tests such as Time Domain Reflexometric (TDR) and Spectrum Analysis. In order to resolve the trouble quickly and efficiently, SBC TEXAS requires valid and dependable data on the number, length and location of interferors on the loop.

5.9 There will be a flat rated Maintenance Service Charge to CLEC associated with any YZP related trouble ticket dispatch, if no trouble is found (NTF) in SBC TEXAS' portion of the network. This charge will also apply when loop specific interferor information is provided to SBC TEXAS but is found to be incorrect upon subsequent investigation during the trouble ticket resolution process. If a retrip is involved with a YZP Trouble ticket (based on CLEC input of loop not working properly after initial trouble resolution), and a NTF in SBC's network is determined, this maintenance charge will apply as well. If the need for a vendor meet is established, and if CLEC technician is not equipped properly at the vendor meet site, CLEC will be liable for the trip/dispatch charge. The amount of the charge will be governed by the applicable commission ordered tariff rate.

6. Reservation of Rights

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

7. Termination

7.1 Either party may terminate this Appendix upon 180 days written notice to the other Party.

ATTACHMENT 27:
ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)

1.0 Introduction

1.1 This Attachment sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to support the services, interconnection and UNEs provided under this Agreement so that CLEC can perform pre-ordering, ordering, provisioning, maintenance/repair, and billing. Although this is a Texas-specific agreement, SBC's OSS is based upon a 13 state platform. In order to access OSS for transactions in other SBC states, CLEC must have OSS terms and conditions in such state.

1.2 **SBC Communications Inc. (SBC)** means the holding company that 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.

1.2.1 **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.

1.2.2 **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.

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

1.2.4 **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.

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

1.2.6 **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.

1.2.7 **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.

1.3 Performance measurements to illustrate SBC OSS measurements are represented in Attachment Performance Measurements.

2.0 Definitions

2.1 **"LSC"** means the Local Service Center (LSC) for SBC TEXAS.

2.2 "**LOC"** means the Local Operations Center (LOC) for SBC TEXAS.

2.3 **"MCPSC"** means the Mechanized Customer Production Support Center (MCPSC) for SBC TEXAS.

2.4 **"Service Bureau Provider (SBP)"** - For purposes of this Agreement, Service Bureau Provider (SBP) is a company that has been engaged by a CLEC to act on its behalf for purposes of accessing SBC TEXAS' OSS application-to-application interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

3.0 General Conditions

3.1 Resale and Unbundled Network Elements (UNE) functions, provided under this Agreement 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 submit orders manually only as a backup or when Resale Service and UNE order functions do not exist via an electronic interface for the pre-order, ordering and provisioning processes. SBC TEXAS shall be required to accept and process manual orders only when CLEC utilizes manual orders as a backup or when Resale Service and UNE order functions do not exist via an electronic interface for the pre-order, ordering and provisioning processes.

3.2 When SBC TEXAS introduces electronic interfaces, in accordance with the Change Management Process referenced in Section 3.15 below, those interfaces will be deemed automatically added to this Attachment, upon request of CLEC unless SBC TEXAS believes there are essential terms and conditions unique to the new interface that are not included in this Attachment. In such case, SBC TEXAS shall use its good faith reasonable efforts to notify CLEC and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

3.3 When SBC TEXAS retires interfaces in accordance with the Change Management Process referenced in Section 3.15 below, those interfaces will be deemed automatically deleted from this Attachment.

3.4 Proper Use of OSS interfaces:

3.4.1 CLEC agrees to utilize SBC TEXAS electronic interfaces, as described in this attachment, only for the purposes of establishing and maintaining Resale Services or UNEs through SBC TEXAS. In addition, CLEC agrees that such use will comply with SBC TEXAS' Data Connection Security Requirements as identified in Section 9.0 of this Attachment. 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 TEXAS against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC TEXAS' OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay SBC TEXAS for any and all damages caused by such unauthorized entry.

3.5 CLEC's access to pre-order functions described in Section 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User when CLEC has obtained an authorization for release of CPNI from the End User.

3.5.1 CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI that adhere to all applicable requirements of state and federal law.

3.5.2 CLEC is solely responsible for determining whether proper authorization has been obtained and holds SBC TEXAS harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

3.6 By utilizing electronic interfaces to access OSS functions, CLEC agrees to utilize SBC's electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Service, UNEs, local number portability and interconnection trunk orders from SBC TEXAS pursuant to this Agreement and applicable tariffs.

3.7 In the event SBC TEXAS has good cause to believe that CLEC has used SBC TEXAS OSS in a way that conflicts with this Agreement or Applicable Law, SBC TEXAS shall give CLEC written notice describing the alleged misuse ("Notice of OSS Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to SBC TEXAS' Notice of OSS Misuse, which shall be provided to SBC TEXAS within twenty (20) days after receipt of the Notice of OSS Misuse. In the event CLEC agrees with SBC TEXAS' allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement. In the event CLEC disagrees with SBC TEXAS' allegation of misuse, either Party may invoke Dispute Resolution per 3.8 below.

3.8 Section 11.0 of the General Terms and Conditions shall apply to any disputes which arise under this Attachment, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with SBC TEXAS' security guidelines. Except as otherwise set forth in this Attachment, CLEC's liability for improper or unauthorized use of or access to SBC TEXAS' OSS shall be governed by Section 11.0 (Dispute Resolution) of the General Terms and Conditions of the Agreement.

3.9 In the event CLEC does not agree that CLEC's use of SBC TEXAS' OSS is inconsistent with this Agreement or Applicable Law as alleged by SBC TEXAS, then in addition to the Dispute resolution provisions of the General Terms and Conditions of this Agreement, the Parties agree to the following steps:

3.9.1 If such alleged misuse involves an alleged improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until the CLEC has remedied the misuse in a manner acceptable to both Parties.

3.9.2 To remedy the alleged misuse for the balance of the Agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the Agreement. Such efforts shall begin as soon as CLEC has received the Notice of Misuse and shall continue until the issue has been resolved or Dispute Resolution has been invoked by either Party.

3.10 After the time for CLEC's response to Notice of Misuse, set forth in Section 3.7 has expired, SBC TEXAS shall have the right to conduct an audit of CLEC's use of the SBC TEXAS OSS. SBC TEXAS shall request such audit by written notice provided ten days in advance of its intent to audit. The notice shall identify the "good cause" for conducting such audit and shall identify the type of information needed for the audit. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the SBC TEXAS OSS is justified under the circumstances that exist at the time SBC TEXAS elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC-13STATE OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC TEXAS with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC TEXAS' expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC TEXAS agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC TEXAS, or any SBC affiliate.

3.11 When Resale Service and UNE order functions do not exist via an electronic interface for the pre-order, ordering and provisioning processes, SBC TEXAS and CLEC will use manual processes. Should SBC TEXAS develop electronic interfaces for these functions for itself, SBC TEXAS will make electronic access available to CLEC.

3.12 The Information Services (I.S.) Call Center 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 use of SBC TEXAS' electronic interfaces.

3.13 SBC TEXAS will provide CLEC with access to the interfaces during the hours of operation posted in the CLEC Handbook on the CLEC Website. Changes to hours of operation will be handled in accordance with the Change Management Process.

3.14 SBC TEXAS shall provide support for the interfaces described in this Attachment. CLEC will provide a single point of contact for issues related to the interfaces. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. SBC TEXAS shall list the business days and hours for each call center in SBC TEXAS' CLEC Handbook and notice any changes via Accessible Letter. Minimum hours of operation for each center shall be:

IS Call Center: 7 days per week, 24 hours per day

LSC & MCPSC: Monday through Friday, excluding Holidays,
8:00 AM to 5:00 PM (Central time zone)

LOC – Maintenance: 7 days per week, 24 hours per day

LOC – Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (Central time zone)

SBC TEXAS shall ensure adequate coverage in its service centers during these minimum hours.

3.15 The Parties will follow the final adopted guidelines of Change Management as may be modified from time to time in accordance with the Change Management principles. Those guidelines, or a successor, as they may be modified from time to time, are incorporated into this Agreement by reference as if fully set forth herein.

3.16 SBC TEXAS will continue to maintain the editing capabilities of SBC TEXAS' LEX and Verigate interfaces that enable CLEC to copy existing service and address information from Verigate and paste it into the appropriate fields in LEX and/or to copy data from field to field within LEX or from Verigate to LEX.

3.17 Due to enhancements and on-going development of access to SBC TEXAS' OSS functions, certain interfaces described in this Attachment may be modified, temporarily unavailable or may be phased out after execution of this Attachment. SBC TEXAS shall provide proper notice of interface phase-out as required by the Change Management process.

3.18 CLEC is responsible for obtaining operating system software and hardware to access SBC TEXAS OSS functions as specified in Sections 8 and 9 of this Attachment.

4.0 Preorder Interfaces & Functionality

4.1 SBC TEXAS will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with SBC TEXAS 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 TEXAS retail, 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 it obtains authorization for release of CPNI.

4.2.3 Telephone Number Inquiry

SBC TEXAS provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry

SBC TEXAS 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 TEXAS 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 TEXAS provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry:

SBC TEXAS provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry:

SBC TEXAS provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions

4.4.1 Resale, UNE, and LNP Pre-order Interface Availability

4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available 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 TEXAS. 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 DataGate is a transaction-based data query system which provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNE. DataGate follows industry guidelines, but is based on SBC TEXAS' proprietary pre-ordering functionality.

4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system that provides CLEC access to the functions of pre-ordering to order SBC TEXAS consumer Resale services.

4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system that provides CLEC access to the functions of pre-ordering to order SBC TEXAS business Resale services.

4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order SBC TEXAS Resale service.

4.5 Other Pre-order Function Availability

4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC 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 TEXAS will provide CLEC 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)

5.0 Ordering/Provisioning

5.1 SBC TEXAS provides access to ordering functions 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 TEXAS to provision in accordance with applicable SBC TEXAS LSOR ordering requirements. SBC TEXAS 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 TEXAS 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 TEXAS Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and SBC TEXAS will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC TEXAS' Resale Service and UNE ordering requirements. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.

5.2.2 Web LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web LEX is accessible via a web-based Toolbar.

5.2.3 C-EASE is available for the ordering of consumer Resale services.

5.2.4 B-EASE is available for the ordering of business Resale services.

5.2.5 SORD interface provides CLEC 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 Web Local Exchange (WebLEX).

5.2.5.1 SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following SBC TEXAS 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 TEXAS will utilize industry ASR guidelines developed by OBF based upon SBC TEXAS ordering requirements.

5.3 Additional Terms for Provisioning

SBC TEXAS will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.3.1 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, pending orders can be viewed in SORD.

5.3.2 When CLEC places an electronic order using SBC TEXAS' LSOR-based ordering system (e.g. EDI and WebLEX) or the ASR-based ordering system as described in Section 5.2 above, SBC TEXAS will provide CLEC with an electronic confirmation notice (also known as a firm order confirmation ("FOC")). The confirmation notice will follow industry-standard formats and contain the SBC TEXAS confirmed due date for order completion. ("Due Date"). Upon completion of an LSR, SBC TEXAS will provide CLEC with an electronic completion notice that follows industry-standard formats and states when that order was completed (also known as a service order completion ("SOC")). In addition, SBC TEXAS will provide a loss notification and a post to bill notification, as discussed in the Uniform Plan of Record and defined in the SBC LSOR.

5.3.2.1 Post to Bill Notification is sent to CLEC for each complete LSR/PON after all serve orders associated with the request post to billing. The time frame between an order posting to bill and the CLEC notification would be a minimum of two days. Post to Bill Notifications are provided consistent with the SBC LSOR.

5.3.3 As detailed in Section 5.2.5, 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 Attachment 17: 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 TEXAS issued FOC.

6.0 Maintenance/Repair

6.1 Two electronic interfaces are accessible 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 Electronic Bonding for Trouble Administration Graphical User Interface (EBTA-GUI) is the 13 state uniform GUI interface that allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.2 Electronic Bonding Trouble Administration (EBTA) is the 13 state uniform application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1:227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and SBC TEXAS. 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 TEXAS will exchange requests over a mutually agreeable X.25-based network.

6.1.3 Trouble Administration (TA) system access provides CLEC with SBC TEXAS software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible

via SBC TEXAS Classic Toolbar. The Trouble Administration (TA) interface is scheduled for retirement through the Change Management Process in January 2004.

7.0 Billing Media and Interfaces

7.1 SBC TEXAS will bill CLEC for Resold services and UNEs. SBC TEXAS will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum SBC TEXAS will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as selected by CLEC. 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 CLEC may receive a mechanized bill format via the EDI 811 transaction set.

7.2.2 For Resale Services, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC TEXAS' Local Exchange Tariff.

7.2.3 For Resale Services, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC TEXAS Classic Toolbar.

7.2.4 CLEC may choose to receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.5 SBC TEXAS 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, WebLEX. The current loss notification processes via CARE record format and the "Local Disconnect Report" will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

7.3.1 SBC TEXAS 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 CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC TEXAS Classic Toolbar.

7.3.3 CLEC 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 CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when CLEC's End User, utilizing SBC TEXAS ports, change their Competitive Local Exchange Carrier. The current loss notification processes via CARE record format and the "Local Disconnect Report" will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

8.0 Remote Access Facility

8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For SBC TEXAS, 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 SNET region. Each of these four xRAFs will provide CLEC 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 TEXAS OSS interfaces to perform the supported functions in any SBC-13STATE where CLEC has executed an Attachment OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.

8.2 CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the SBC TEXAS LRAF, SBC-2STATE PRAF, SBC MIDWEST REGION 5-STATE ARAF, and SBC SNET 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 OSS via the public internet.

8.3 CLEC shall use TCP/IP to access SBC TEXAS OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address. CLEC shall maintain a user-id / password unique to each individual for accessing an SBC TEXAS, SBC-2STATE, SBC MIDWEST REGION 5-STATE, or SBC SNET OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.4 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.

9.0 Data Connection Security Requirements

9.1 CLEC agrees that interconnection of CLEC data facilities with SBC TEXAS data facilities for access to OSS will be in compliance with SBC TEXAS' "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 9.0 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 For User IDs established prior to common block ID assignment, each Party shall notify the other Party immediately upon termination of employment of an individual user with approved access to the other Party's network or when an employee user id is no longer valid.

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 that are made as a result of the user's access to either the CLEC or SBC TEXAS network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

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 TEXAS' premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

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 Party, CLEC or SBC TEXAS, as appropriate to the ownership of a failed component. As necessary, CLEC and SBC TEXAS 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 through 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 TEXAS, 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 shall utilize OSS resources for approved business purposes only.

9.5.2 Intentionally Left Blank

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 that 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 by CLEC on a regular 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 on a regular basis.

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 TEXAS or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

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 OSS interface functionality, the Parties must conduct Operational Readiness Testing (ORT). SBC TEXAS will participate with CLEC in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3) months after the Effective Date of the Agreement.

10.2 Prior to introduction of new applications or interfaces, or modifications of the same, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

11. OSS Training Courses

11.1 Prior to initial live system usage, CLEC must complete user education classes for SBC TEXAS-provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	½ 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 TEXAS 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 TEXAS availability and will be coordinated among CLEC, the CLEC's SBC TEXAS Account Manager, and SBC TEXAS 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, and such cancellation results in the cancellation or rescheduling of such class(es). CLEC agrees to provide to SBC TEXAS 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 TEXAS' OSS in accordance with this Attachment and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 6 of the General Terms and Conditions of this Agreement.

12. OSS Charges

12.1 This Agreement does not include flat rate charges for OSS system access and connectivity. SBC TEXAS is not waiving its right to recover its OSS costs during the term of this Agreement and nothing herein shall preclude SBC TEXAS from proposing new rates and charges for OSS cost recovery during the term of this Agreement. Provided however, SBC TEXAS may not impose such new rates or charges unless the Parties amend this Agreement pursuant to the General Terms and Conditions. New rates or charges as provided herein, if any, shall be on a going forward basis only.

13. Miscellaneous Charges

13.1 For SBC TEXAS only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.

13.2 CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing, Schedule of Prices.

13.3 CLEC requesting the Local Disconnect Report, as described in 7.2.5 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing, Schedule of Prices.

13.4 Should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC TEXAS on an Individual Case Basis (ICB) and priced as such.

14. Service Bureau Provider Arrangements for Shared Access to OSS

14.1 SBC TEXAS 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 TEXAS OSS via a Service Bureau Provider as follows:

14.2.1 CLEC shall be permitted to access SBC TEXAS application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with SBC TEXAS to allow Service Bureau Provider to establish access to and use of SBC TEXAS' 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 TEXAS shall have a reasonable transition time to establish a connection to a Service Bureau Provider after CLEC provides notice. Additionally, SBC TEXAS shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.

14.3 SBC TEXAS shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC TEXAS' control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to SBC TEXAS' OSS) which could not be avoided by SBC TEXAS through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

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UNE/Service	MONTHLY RATE	Nonrecurring Rate - First	Nonrecurring Rat Additional
Network Interface Device			
Disconnect Loop from inside wiring, per NID	None	$ 14.32	$
Unbundled Loops			
2W Analog Zone 1	$ 16.34	$ 13.93	$
2W Analog Zone 2	$ 13.69	$ 13.93	$
2W Analog Zone 3	$ 12.26	$ 13.93	$
Conditioning for dB Loss	$ 6.03	$ 17.54	$
4W Analog Zone 1	$ 36.06	$ 15.03	$
4W Analog Zone 2	$ 21.52	$ 15.03	$
4W Analog Zone 3	$ 15.86	$ 15.03	$
2W Digital Zone 1	$ 46.09	$ 15.03	$
2W Digital Zone 2	$ 37.54	$ 15.03	$
2W Digital Zone 3	$ 34.91	$ 15.03	$
4W Digital Zone 1	$ 63.41	$ 76.26	$
4W Digital Zone 2	$ 59.77	$ 76.26	$
4W Digital Zone 3	$ 49.58	$ 76.26	$
*DS3 Loop Zone 1 (Rural)	$ 450.00	$ 823.28	$ 3
*DS3 Loop Zone (Suburban)	$ 450.00	$ 823.28	$ 3
*DS3 Loop Zone 3 (Urban)	$ 450.00	$ 823.28	$ 3
*** Indicates rates are Interim - not subject to true-up.**			
Loop Cross Connects (with testing unless otherwise noted)			
DSL/Analog Loop to Collo 2W (same CO)	$ 1.24	$ 4.72	$
DSL/Analog Loop to Collo 2W w/o testing (same CO)	$ -	$ 6.91	$
DSL/Analog Loop to Collo 4W (same CO)	$ 2.49	$ 29.56	$
DSL/Analog Loop to Collo 4W w/o testing (same CO)	$ -	$ 29.56	$
DSL/Digital Loop to Collo 2W (same CO)	$ 1.24	$ 4.72	$
DSL/Digital Loop to Collo 2W w/o testing (same CO)	$ -	$ 6.91	$
DSL/Digital Loop to Collo 4W (same CO)	$ 6.67	$ 39.05	$
DSL/Digital Loop to Collo 4W w/o testing (same CO)	$ -	$ 29.04	$
DSL/Analog Loop to Collo/Mux 2W	$ 2.61	$ 19.32	$
DSL/Analog Loop to Collo/Mux 2W w/o testing	$ -	$ 19.32	$
DSL/Analog Loop to Collo/Mux 4W	$ 3.51	$ 53.42	$
DSL/Analog Loop to Collo/Mux 4W w/o testing	$ -	$ 53.42	$
DSL/Digital Loop to Collo/Mux 2W	$ 4.43	$ 19.32	$
DSL/Digital Loop to Collo/Mux 2W w/o testing	$ -	$ 19.32	$
DSL/Digital Loop to Collo/Mux 4W	$ 7.51	$ 22.03	$
DSL/Digital Loop to Collo/Mux 4W w/o testing	$ 0.81	$ 22.49	$
XDSL Capable Loops			
PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	$ 18.98	$ 15.03	$

PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	$ 13.65	$ 15.03	$
PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	$ 12.14	$ 15.03	$
PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	$ 18.98	$ 15.03	$
PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	$ 13.65	$ 15.03	$
PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	$ 12.14	$ 15.03	$
PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	$ 18.98	$ 15.03	$
PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	$ 13.65	$ 15.03	$
PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	$ 12.14	$ 15.03	$
PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	$ 18.98	$ 15.03	$
PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	$ 13.65	$ 15.03	$
PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	$ 12.14	$ 15.03	$
PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	$ 18.98	$ 15.03	$
PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	$ 13.65	$ 15.03	$
PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	$ 12.14	$ 15.03	$
PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	$ 18.98	$ 15.03	$
PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	$ 13.65	$ 15.03	$
PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	$ 12.14	$ 15.03	$
PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	$ 36.06	$ 15.03	$
PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	$ 21.52	$ 15.03	$
PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	$ 15.86	$ 15.03	$
IDSL Loop			
Zone 1 - Rural	$ 46.09	$ 15.03	$
Zone 2 - Suburban	$ 37.54	$ 15.03	$
Zone 3 - Urban	$ 34.91	$ 15.03	$
xDSL Capable Distribution Sub Loops			
2-Wire xDSL Distribution Sub Loop			
Zone 1 - Rural	$ 9.46	$ 15.03	$
Zone 2 - Suburban	$ 5.66	$ 15.03	$
Zone 3 - Urban	$ 4.22	$ 15.03	$
4-Wire xDSL Distribution Sub Loop			
Zone 1 - Rural	$ 9.81	$ 15.03	$
Zone 2 - Suburban	$ 5.63	$ 15.03	$
Zone 3 - Urban	$ 4.35	$ 15.03	$
LOOP MAKE-UP INFORMATION			
Mechanized/query (per loop)		$ -	
Manual (per loop)*		$ 0.10	
xDSL Cross Connect - Standard			
2-Wire xDSL	$ 1.24	4.72	
4-Wire xDSL	$ 2.49	$ 29.56	
2-Wire IDSL	$ 1.24	$ 4.72	

xDSL Cross Connect - Shielded			
2W xDSL	$ 1.64	$ 17.29	
4W xDSL	$ 3.28	$ 42.13	
2W IDSL	$ 1.64	$ 17.29	
DSL Conditioning Options:			
xDSL Loop greater than 12K ft. but less than 18K ft. in length			
Removal of Repeater*		$ 10.82	$
Removal of Bridged Tap and Repeater*		$ 27.08	$
Removal of Bridged Tap*		$ 17.62	$
Removal of Bridged Tap and Load Coil*		$ 40.44	$
Removal of Load Coil*		$ 25.66	$
Removal of Repeater and Load Coil*		$ 35.06	$
xDSL Loop at or greater than 18K ft. in length			
Removal of Repeater*		$ 16.25	$
Removal of Bridged Tap and Repeater*		$ 37.89	$
Removal of Bridged Tap*		$ 24.46	$
Removal of Bridged Tap and Load Coil*		$ 59.35	$
Removal of Load Coil*		$ 40.55	$
Removal of Repeater and Load Coil*		$ 53.99	$
Remove All Bridged Tap (RABT) - MMP			
Removal of non-excessive bridged tap DSL loops >0Kft. And <17.5Kft.*		$ 218.87	
Removal of All Bridged Tap DSL Loops 12Kft. To 17.5Kft.*		$ 566.59	
Removal of non-excessive bridged tap DSL loops >17.5Kft DSL Loops - per element incremental*		$ 218.87	$ 2
Removal of All Bridged Tap DSL loops >17.5KFt. - per element incremental*		$ 218.87	$ 2
LST			
LST performed on CODSLAM Loop		$ 215.65	
LST performed on Sub Loop		$ 208.59	
*** Indicates rates interim rates and subject to true upon commision ordered rates.**			
Subloop Distribution			
2W Analog Zone 1	$ 9.46	$ 15.03	$
2W Analog Zone 2	$ 5.66	$ 15.03	$
2W Analog Zone 3	$ 4.22	$ 15.03	$
4W Analog Zone 1	$ 9.81	$ 15.03	$
4W Analog Zone 2	$ 5.63	$ 15.03	$
4W Analog Zone 3	$ 4.35	$ 15.03	$

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Subloop Cross Connect			
2W	$ -	$ 70.20	$
4W	$ -	$ 78.50	$
Sub-loop Unbundling			
ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	$ 1.36	None	None
ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	$ 1.23	None	None
ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	$ 1.19	None	None
ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	$ 14.11	None	None
ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	$ 6.78	None	None
ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	$ 4.55	None	None
ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	$ 16.63	None	None
ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	$ 9.20	None	None
ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	$ 6.90	None	None
SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	$ 13.07	None	None
SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	$ 5.85	None	None
SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	$ 3.66	None	None
SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	$ 15.59	None	None
SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	$ 8.27	None	None
SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	$ 6.01	None	None
Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	$ 2.63	None	None
Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	$ 2.54	None	None
Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	$ 2.47	None	None
ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	$ 2.72	None	None
ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	$ 2.45	None	None
ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	$ 2.37	None	None
ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	$ 27.97	None	None
ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	$ 13.42	None	None
ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	$ 8.99	None	None
ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	$ 33.01	None	None
ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	$ 18.26	None	None
ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	$ 13.69	None	None
SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	$ 25.88	None	None
SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	$ 11.55	None	None
SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	$ 7.21	None	None
SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	$ 30.92	None	None
SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	$ 16.40	None	None
SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	$ 11.91	None	None
Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	$ 5.27	None	None
Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	$ 5.08	None	None
Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	$ 4.93	None	None
ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	$ 1.36	None	None
ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	$ 1.23	None	None
ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	$ 1.19	None	None

ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	$ 14.10	None	None
ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	$ 6.81	None	None
ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	$ 4.58	None	None
ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	$ 16.62	None	None
ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	$ 9.23	None	None
ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	$ 6.93	None	None
SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	$ 13.06	None	None
SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	$ 5.88	None	None
SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	$ 3.69	None	None
SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	$ 15.57	None	None
SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	$ 8.30	None	None
SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	$ 6.04	None	None
Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	$ 2.63	None	None
Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	$ 2.54	None	None
Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	$ 2.47	None	None
ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	$ 2.72	None	None
ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	$ 2.45	None	None
ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	$ 2.37	None	None
ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	$ 27.96	None	None
ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	$ 13.45	None	None
ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	$ 9.03	None	None
ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	$ 33.00	None	None
ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	$ 18.29	None	None
ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	$ 13.73	None	None
SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	$ 25.87	None	None
SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	$ 11.58	None	None
SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	$ 7.24	None	None
SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	$ 30.90	None	None
SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	$ 16.43	None	None
SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	$ 11.94	None	None
Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	$ 5.27	None	None
Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	$ 5.08	None	None
Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	$ 4.93	None	None
Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	None	$ 242.15	$
Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	None	$ 242.99	$
Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	None	$ 242.15	$
Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	None	$ 242.99	$
Dedicated Transport			
VG Interoffice Transport - Urban Term.	$ 23.24	$ 28.66	$
VG Interoffice Transport - Suburban Term.	$ 23.27	$ 28.66	$
VG Interoffice Transport - Rural Term.	$ 23.80	$ 28.66	$
VG Interoffice Transport - Interzone Term.	$ 23.89	$ 28.66	$
VG Interoffice Transport - Urban Mile	$ 0.0040	NA	
VG Interoffice Transport - Suburban Mile	$ 0.0055	NA	

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VG Interoffice Transport - Rural Mile	$	0.0084		NA		
VG Interoffice Transport - Interzone Mile	$	0.0042		NA		
DS1 Interoffice Transport - Urban Term.	$	33.76	$	52.91	$	
DS1 Interoffice Transport - Suburban Term.	$	32.55	$	52.91	$	
DS1 Interoffice Transport - Rural Term.	$	34.08	$	52.91	$	
DS1 Interoffice Transport - Interzone Term.	$	44.32	$	52.91	$	
DS1 Interoffice Transport - Urban Mile	$	0.1005		NA		
DS1 Interoffice Transport - Suburban Mile	$	0.1093		NA		
DS1 Interoffice Transport - Rural Mile	$	0.1343		NA		
DS1 Interoffice Transport - Interzone Mile	$	0.0968		NA		
DS3 Interoffice Transport - Urban Term.	$	199.77	$	81.05	$	
DS3 Interoffice Transport - Suburban Term.	$	179.53	$	81.05	$	
DS3 Interoffice Transport - Rural Term.	$	194.60	$	81.05	$	
DS3 Interoffice Transport - Interzone Term.	$	308.37	$	81.05	$	
DS3 Interoffice Transport - Urban Mile	$	2.9127		NA		
DS3 Interoffice Transport - Suburban Mile	$	3.2041		NA		
DS3 Interoffice Transport - Rural Mile	$	3.9582		NA		
DS3 Interoffice Transport - Interzone Mile	$	2.7821		NA		
Dedicated Transport Cross Connect						
Voice Grade 2W	$	2.88	$	47.38	$	
VG 4W	$	4.05	$	53.06	$	
DS1	$	7.51	$	57.08	$	
DS3	$	25.70	$	70.78	$	
Multiplexing						
VG to DS1	$	249.02	$	29.00	$	
DS1 to DS3	$	322.06	$	41.71	$	
Service Order Charges - Unbundled Elements						
New Simple		None	$	2.58		
New Complex		None	$	91.93		
Change Simple		None	$	2.56		
Change Complex		None	$	62.56		
Record Simple		None	$	0.80		
Record Complex		None	$	62.17		
Disconnect Simple		None	$	1.22		
Disconnect Complex		None	$	52.83		
Expedited Simple		None	$	2.58		
Expedited Complex		None	$	91.93		
Customer Not Ready Simple		None	$	2.58		
Customer Not Ready Complex		None	$	91.93		
Due Date Change or Cancellation Simple		None	$	2.58		
Due Date Change or Cancellation Complex		None	$	91.93		

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Maintenance of Service Charges			
Basic Time - per quarter hour	None	$ 21.44	$
Overtime - per quarter hour	None	$ 28.01	$
Premium Time - per quarter hour	None	$ 34.59	$
Time and Materials Charges			
Basic Time - per quarter hour	None	$ 21.44	$
Overtime - per quarter hour	None	$ 28.01	$
Premium Time - per quarter hour	None	$ 34.59	$
Nonproductive Dispatch Charges			
Basic Time - per quarter hour	None	$ 21.44	$
Overtime - per quarter hour	None	$ 28.01	$
Premium Time - per quarter hour	None	$ 34.59	$

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Miscellaneous			
Performance Data	ICB	ICB	
Special Request Processing	ICB	ICB	
Dark Fiber - Interoffice			
Zone 1 per fiber per foot per month	$ 0.007836	None	
Zone 2 per fiber per foot per month	$ 0.006776	None	
Zone 3 per fiber per foot per month	$ 0.005954	None	
Dark fiber to Collo Cross-Connect	$ 1.71	$65.87	$
BCR			
Per local message	$ 0.06	None	
Per interstate local message	$ 0.045	None	
Clearinghouse			
Per originating message	$ 0.02	None	
Per end user message billed	$ 0.05	None	
E911			
Trunk Charge per channel	$ 39.00	$165.00	N
INTERCARRIER COMPENSATION			
The following rates are applicable for Section 251(b)(5) Traffic if **Option 1** is elected:			
End Office Switching			
Set up charge, per message	$0.0010887		
Duration charge, per MOU	$0.0010423		
Tandem Switching per MOU	$0.0007940		
Tandem Transport			
Common Transport Termination per MOU	$0.0001350		
Commont Transport Facility per MOU per mile	$0.0000021		
Rate for Presumed ISP-Bound Traffic as per FCC 01-131	$0.0007		
The following rates are applicable for Section 251(b)(5) Traffic and ISP-Bound Traffic if **Option 2** is elected:			
Rate for All ISP-Bound and Section 251(b)(5) Traffic as per FCC 01-131, per MOU	$0.0007		
The following rates are applicable for In-Balance Section 251(b)(5) Traffic and ISP-Bound Traffic if **Option 3** (Long Term Bill and Keep) is elected:			

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End Office Switching				
Set up charge, per message	$0.00			
Duration charge, per MOU	$0.00			
Tandem Switching per MOU	$0.00			
Tandem Transport				
Common Transport Termination per MOU	$0.00			
Commont Transport Facility per MOU per mile	$0.00			
Rate for Presumed ISP-Bound Traffic as per FCC 01-131	$0.00			
Optional EAS Transport and Termination per MOU	$0.002487			
EAS Additive paid by CLEC to SBC per MOU				
For toll-free calls made by a SBC TEXAS customer from a metro exchange to an exchange contiguous to a metro exchange	$0.024			
For toll free calls made by a SBC TEXAS customer to CLEC's optional 2-way EAS customer for contiguous exchanges other than those contiguous to a metro exchange within the scope of the 2-way calling area	$0.0355			
Transit Traffic Compensastion				
Transit Rate	$0.000960			
Tandem Switching	$0.0007940			
Common Transport Termination Facility per mile	$0.000002			
Common Transport Termination per MOU	$0.000135			
Optional EAS Transit Service	$0.001030			
Poles, Ducts, and Conduit				
Pole Attachment per pole per year	$ 2.85		None	
Conduit Space, per duct foot per year	$ 0.63		None	
Inner Duct, per duct foot per year	$ 0.315		None	
Fee for Admin. Approval of requests for pole attachment and conduit space	None		None	
NXX Migration per NXX	None		$ 7,500.00	$ 7,5
RESALE				
	RESALE DISCOUNTS			
Business	**RECURRING**	**NON-RECURRING**		
LOCAL EXCHANGE SERVICE				
Business 1 Party	21.60%	21.60%		
Business - Multi-Line Hunting	21.60%	21.60%		

Business - Measured	21.60%	21.60%	
Business - Measured (HTG Class of Service)	21.60%	21.60%	
Customer Operated Pay Telephone (COPT)	21.60%	21.60%	
EXPANDED LOCAL CALLING			
EMS - Optional	21.60%	21.60%	
Expanded Local Calling (Mandatory)	21.60%	21.60%	
Extended Area Calling Service - Optional	21.60%	21.60%	
Mandatory EACS - Hotel/Motel Measured Trunk	21.60%	21.60%	
Mandatory EACS - Multi-Line Hunting	21.60%	21.60%	
Mandatory EACS - One element measured, 1-party	21.60%	21.60%	
Mandatory EACS - PBX Trunk	21.60%	21.60%	
Mandatory Extended Area Calling Service (EACS)- 1 Party	21.60%	21.60%	
VERTICAL SERVICES			
Anonymous Call Rejection	21.60%	21.60%	
Auto Redial	21.60%	21.60%	
Auto Redial - Usage Sensitive	21.60%	21.60%	
Call Blocker	21.60%	21.60%	
Call Forwarding	21.60%	21.60%	
Call Forwarding - Busy Line	21.60%	21.60%	
Call Forwarding - Busy Line/Don't Answer	21.60%	21.60%	
Call Forwarding - Don't Answer	21.60%	21.60%	
Call Return	21.60%	21.60%	
Call Return - Usage Sensitive	21.60%	21.60%	
Call Trace	21.60%	21.60%	
Call Waiting	21.60%	21.60%	
Calling Name	21.60%	21.60%	
Calling Number	21.60%	21.60%	
ComCall®	21.60%	21.60%	
Personalized Ring (1 dependent number)	21.60%	21.60%	
Personalized Ring (2 dependent numbers - 1st number)	21.60%	21.60%	
Personalized Ring (2 dependent numbers - 2nd number)	21.60%	21.60%	
Priority Call	21.60%	21.60%	
Remote Access to Call Forwarding	21.60%	21.60%	
Selective Call Forwarding	21.60%	21.60%	
Simultaneous Call Forwarding	21.60%	21.60%	
Speed Calling 8	21.60%	21.60%	
Speed Calling 30	21.60%	21.60%	
Three Way Calling	21.60%	21.60%	
DID			
DID (First Block of 100 - Category 1)	21.60%	21.60%	
DID (First Block of 10 - Category 1)	21.60%	21.60%	
DID (Ea. adl. block of 10 after first 10 - Category 1)	21.60%	21.60%	

DID (Ea. adl. block of 100 after first 100 - Category 2)	21.60%	21.60%	
DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	21.60%	21.60%	
DID (with dial pulse)	21.60%	21.60%	
DID (with Multifrequency)	21.60%	21.60%	
DID (with Dual-Tone Multifrequency)	21.60%	21.60%	
DID (1st 10 Trunks or access lines)	21.60%	21.60%	
DID (11th thru 50th trunk or network access line)	21.60%	21.60%	
DID (51st trunk or network access line)	21.60%	21.60%	
TRUNKS			
Trunk	21.60%	21.60%	
AIN			
Area Wide Networking	21.60%	21.60%	
Caller Intellidata®	21.60%	21.60%	
Disaster Routing Service	21.60%	21.60%	
Intelligent Redirectsm	21.60%	21.60%	
IntelliNumber	21.60%	21.60%	
Positive ID	21.60%	21.60%	
OTHER			
Customer Alerting Enablement	21.60%	21.60%	
Grandfathered Services	21.60%	21.60%	
Hot Line	21.60%	21.60%	
Hunting	21.60%	21.60%	
Night Number associated with Telephone Number	21.60%	21.60%	
Night Number associated with a Terminal	21.60%	21.60%	
Bundled Telecommunications Services (e.g., the Works)	21.60%	21.60%	
Promotions (Greater than 90 days)	21.60%	21.60%	
Preferred Number Service	21.60%	21.60%	
Telebranch®	21.60%	21.60%	
TouchTone (Business)	21.60%	21.60%	
TouchTone (Trunk)	21.60%	21.60%	
Voice Dial	21.60%	21.60%	
Warm Line	21.60%	21.60%	
Data Services			
Gigabit Ethernet Metropolitan Area Network (GigaMAN)	21.60%	21.60%	
PBX Trunks	21.60%	21.60%	
DS3	21.60%	21.60%	
ISDN			
Digilinesm (ISDN BRI)	21.60%	21.60%	
Select Video Plus®	21.60%	21.60%	
Smart Trunksm (ISDN PRI)	21.60%	21.60%	

SuperTrunk	21.60%	21.60%	
TOLL			
IntraLATA MTS	21.60%	21.60%	
MaxiMizer 800®	21.60%	21.60%	
OutWATS	21.60%	21.60%	
900/976 Call Restriction	21.60%	21.60%	
976 Information Delivery Service	0%	0%	
Access Services	0%	0%	
Additional Directory Listings	21.60%	21.60%	
Bill Plus	5%	5%	
Cellular Mobile Telephone Interconnection Services	0%	0%	
Suspension/Restoration of Service			
Company Initiated Suspend/Restore			
Restoration Charge (Company Initiated Suspend/Restore)		21.60%	
Charges for period of denial (Company Initiated Suspend/Restore)	0%	0%	
Customer Initiated Suspend/Restore (Vacation Service, Temporary Suspension)			
Rate for Local Exchange Access during period of temporary suspension (Customer Initiated Suspend/Restore)	0%	0%	
Rate for period of suspension per Centrex station suspended	0%	0%	
Connections with Terminal Equipment and Communications Equipment	0%	0%	
Consolidated Billing	5%	5%	
Construction Charges	0%	0%	
Distance Learning	21.60%	21.60%	
Exchange Connection Service	0%	0%	
Maintenance of Service Charges	0%	0%	
Shared Tenant Service	0%	0%	
Telecommunications Service Priority Systems	0%	0%	
Toll Restriction	21.60%	21.60%	
Electronic Billing Information Data (daily usage) per message	0.000323	NA	
Local disconnect Report (LDR) Per WTN	$ 0.003	NA	
OPTIONAL TOLL CALLING PLANS			
1+SAVERsm	21.60%	21.60%	
PLEXAR®			
Plexar I®	21.60%	21.60%	
Plexar II®	21.60%	21.60%	
Plexar Custom	21.60%	21.60%	

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PRIVATE LINE			
Analog Private Lines	21.60%	21.60%	
Business Video Service	21.60%	21.60%	
DOVLink	21.60%	21.60%	
Frame Relay	21.60%	21.60%	
MegaLink I®	21.60%	21.60%	
MegaLink II®	21.60%	21.60%	
MegaLink III®	21.60%	21.60%	
MicroLink I®	21.60%	21.60%	
Network Reconfiguration Service	21.60%	21.60%	
RESIDENCE	***RESALE DISCOUNTS***		
LOCAL EXCHANGE SERVICE	**RECURRING**	**NON-RECURRING**	
Life Line and Link Up America Services	21.60%	21.60%	
Residence 1 Party	21.60%	21.60%	
Residence Measured	21.60%	21.60%	
EXPANDED LOCAL CALLING			
Expanded Local Calling (Mandatory)	21.60%	21.60%	
Mandatory Extended Area Calling Service (EACS)- 1 Party	21.60%	21.60%	
Mandatory EACS - One element measured, 1 Party	21.60%	21.60%	
EMS - Optional	21.60%	21.60%	
Extended Area Calling Service - Optional	21.60%	21.60%	
VERTICAL SERVICES			
Anonymous Call Rejection	21.60%	21.60%	
Auto Redial	21.60%	21.60%	
Auto Redial - Usage Sensitive	21.60%	21.60%	
Call Blocker	21.60%	21.60%	
Call Forwarding	21.60%	21.60%	
Call Forwarding - Busy Line	21.60%	21.60%	
Call Forwarding - Busy Line/Don't Answer	21.60%	21.60%	
Call Forwarding - Don't Answer	21.60%	21.60%	
Call Return	21.60%	21.60%	
Call Return - Usage Sensitive	21.60%	21.60%	
Call Trace	21.60%	21.60%	
Call Waiting	21.60%	21.60%	
Calling Name	21.60%	21.60%	
Calling Number	21.60%	21.60%	
ComCall®	21.60%	21.60%	
Personalized Ring (1 dependent number)	21.60%	21.60%	
Personalized Ring (2 dependent numbers - 1st number)	21.60%	21.60%	
Personalized Ring (2 dependent numbers - 2nd number)	21.60%	21.60%	

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Privacy Manager	21.60%	21.60%	
Priority Call	21.60%	21.60%	
Remote Access to Call Forwarding	21.60%	21.60%	
Selective Call Forwarding	21.60%	21.60%	
Simultaneous Call Forwarding	21.60%	21.60%	
Speed Calling 8	21.60%	21.60%	
Three Way Calling	21.60%	21.60%	
ISDN			
Digiline sm	21.60%	21.60%	
TOLL			
Home 800sm			
IntraLATA MTS	21.60%	21.60%	
900/976 Call Restriction	21.60%	21.60%	
976 Information Delivery Service	0%	0%	
OTHER			
Customer Alerting Enablement	21.60%	21.60%	
Grandfathered Services	21.60%	21.60%	
Hot Line	21.60%	21.60%	
Bundled Telecommunications Services (e.g., the Works)	21.60%	21.60%	
Promotions (Greater than 90 days)	21.60%	21.60%	
Preferred Number Service	21.60%	21.60%	
TouchTone	21.60%	21.60%	
Voice Dial	21.60%	21.60%	
Warm Line	21.60%	21.60%	
Directory Assistance Services	21.60%	21.60%	
Local Operator Assistance Service	21.60%	21.60%	
Branding - Resellers			
- Initial Load	NA	$ 1,234.28	
- Subsequent Load	NA	$ 1,234.28	
- Per Call	$ 0.02729	NA	
Rate Reference - Resellers			
- Initial Load	NA	$ 1,500.00	
- Subsequent Load	NA	$ 1,500.00	
Additional Directory Listings	21.60%	21.60%	
Bill Plus	5%	5%	
Cellular Mobile Telephone Interconnection Services	0%	0%	
Resale Call Branding (DA/OS)			
Per branded call	$ 0.02729	None	

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Per load/change per TOPS switch per brand	None	$ 2,156.17	$ 2,15
Resale Rate/Reference Info			
Per load/change/TOPS switch	None	pd. per stipulation	$ 1,50
OSS			
System Access	None	None	
Remote Facility per port - Direct Connection	None	None	
Remote Facility per port - Dial-up Connection	None	None	
White Pages Info Pages			
Information Pages per year per book (Zone 1)	None	$2.83	
Information Pages per year per book (Zone 2)	None	$5.99	
Information Pages per year per book (Zone 3)	None	$32.62	
Information Pages per year per book (Zone 4)	None	$323.37	
Information Pages per year per book (Zone 5)	None	$531.48	
Information Pages per year per book (Zone 6)	None	$924.07	
White Page Directory Listings	Foreign, Enhanced, Additional Listings and Non-Published Service		See General Exc Tariff at 100% of Tarif
National Directory Assistance (NDA)	$ 0.65		
Reverse Directory Assistance (RDA)	$ 0.65		
Business Category Search (BCS)	$ 0.65		
Directory Assistance Listing (DAL)			
DA per call	$ 0.2961106	None	
DACC	$ 0.0256392	None	
Non-Published EMS	$ 1.87	None	
Mutual Licensing DA Listings			
Per listing	$ 0.0585	None	
Operator Services Call Completion Services			
Operator Assisted and Semi-Auto per work sec.	$ 0.01335	None	
Operator Handled Station-to-Station	$ 0.01335		
Operator Handled Person-to-Person	$ 0.01335		
Operator Transfer Service	$ 0.01335		

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Operator Services - Fully Automated Call Processing (Per completed automated call) including Fully Automated Collect, Bill to Third Number, and Calling Card Service	$ 0.06718		
Line Status Verification	$ 0.01335		
Busy Line Interrupt	$ 0.01335		
Customized Routing Resale AIN			
Per customer line	$ 0.10	None	
Per end office (unless previously charged under UNE)	None	$ 85.00	$
SOAC Table Work (unless previously charged under UNE)	None	$ 6,201.00	$ 6,2
Development 1st LSP	None	$ 390,645.00	
Development Subsqt LSP	None	ICB	
UNE/Facility Based Rate/Reference Info			
Per load/change/TOPS switch	None	pd. per stipulation	$ 1,5
Manual Service Order Charges - Resale			
Manual New - Simple*	None	$ 5.00000	
Manual Change - Simple*	None	$ 5.00	
Manual Record - Simple*	None	$ 5.00	
Manual Disconnect - Simple*	None	$ 5.00	
Manual Suspend/Restore - Simple*	None	$ 5.00	
Manual Expedited - Simple	None	$ 5.00	
Manual Customer Not Ready - Simple	None	$ 5.00	
ManualDue Date Change or Cancellation - Simple	None	$ 5.00	
Manual New - Complex*	None	$ 91.93	
Manual Change - Complex*	None	$ 62.56	
Manual Record - Complex*	None	$ 62.17	
Manual Disconnect - Complex*	None	$ 52.83	
Manual Suspend/Restore - Complex*	None	$ 62.56	
Manual Expedited - Complex	None	$ 91.93	
Manual Customer Not Ready - Complex	None	$ 91.93	
Manual Due Date Change or Cancellation - Complex	None	$ 91.93	
Electronic UNE/Resale Service Order Charge (Flow-Thru)			
Electronic New - Simple*	None	$ 2.58	
Electronic Change - Simple*	None	$ 2.56	
Electronic Record - Simple*	None	$ 0.80	
Electronic Disconnect - Simple*	None	$ 1.22	

SOUTHWESTERN BELL TELEPHONE COMPANY, L.P. d/b/a SBC TEXAS / CLEC COALITION

Electronic Suspend/Restore Simple*	None	$	2.56	
Electronic Expedited Simple	None	$	2.58	
Electronic Customer Not Ready Simple	None	$	2.58	
Electronic Due Date Change or Cancellation Simple	None	$	2.58	
Electronic UNE/Resale Service Order Charge (non-flowthru)				
New Complex*	None	$	140.14	
Change Complex*	None	$	162.31	
Record Complex*	None	$	162.31	
Disconnect Complex*	None	$	152.42	
Suspend/Restore Complex*				
Customer Not Ready Complex	None	$	41.34	
Expedited Complex	None	$	42.32	
Due Date Change or Cancellation Complex	None	$	42.32	
* Application of Resale Service Order Charge on New, Change, Record and Suspend/ Restore will be per direction of General Exchange tariff				
Conversion Order Charges for Resold Services				
Electronic Simple	None	$	2.56	
Electronic Complex	None	$	62.56	
Simple Manual	None	$	5.00	
Complex Manual	None	$	62.56	
PIC Change Charge	None	$	2.58	

AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS AND AMA COMMUNICATIONS, LLC D/B/A AMA TECHTEL COMMUNICATIONS

This Amendment amends the Interconnection Agreement by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas[1] ("AT&T") and AMA Communications, LLC d/b/a AMA Techtel Communications ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Texas.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated August 25, 2005 (the "Agreement"); and

WHEREAS, the Public Utility Commission of Texas issued an order ("Order") in Docket No. 31303, on April 7, 2006, setting forth the methodology to determine AT&T Texas Wire Centers which are non-impaired;

WHEREAS, provisions of the Agreement require the incorporation into the Agreement the terms and conditions established by the Order;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in Attachment A attached hereto.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Texas as AT&T Texas.

6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective ten (10) days following approval by such Commission (the "Amendment Effective Date").

10. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law. Furthermore, to the extent any terms of this Amendment are imposed by arbitration, a party's act of incorporating those terms into the agreement should not be construed as a waiver of any objections to that language and each party reserves its right to later appeal, challenge, seek reconsideration of, and/or oppose such language.

    In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 11th day of July, 2006, by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

AMA Communications, LLC
d/b/a AMA TECHTEL Communications

By: Dell Purdy

Printed: Dell Purdy

Title: Regulatory Compliance Mgr
(Print or Type)

Date: 7-7-06

Southwestern Bell Telephone, L.P. d/b/a AT&T Texas
by AT&T Operations, Inc., its authorized agent

By: M. Auinbauh

Printed: Mike Auinbauh

Title: AVP- Project + Service Management

Date: 7/11/06

FACILITIES-BASED OCN # 0132

ACNA AFQ

ATTACHMENT A

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

1. Non-Impaired Wire Center Criteria and Related Processes

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

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

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

1.1.1.1 AT&T TEXAS may update its list of designated wire centers as changes occur.

1.1.1.2 To designate a wire center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T TEXAS will provide notification to CLEC via Accessible Letter and by a posting on CLEC Online.

1.1.1.3 AT&T TEXAS will continue to accept CLEC orders for impacted DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

1.1.1.4 In the event CLEC disagrees with AT&T TEXAS' designation, CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute AT&T TEXAS' designation by providing a self-certification to AT&T TEXAS in accordance with the reasonably diligent standard of paragraph 234 in the TRRO.

1.1.1.5 If CLEC does not use the self-certification process described in this Appendix to self-certify against AT&T TEXAS' wire center designation within 60 calendar days of the issuance of the Accessible Letter, or does not submit a self-certification pursuant to Section 1.1.3 below, the parties must comply with the transitional period set forth in Sections X.XX, X.XX and X.XX[1] (For purposes of establishing the beginning of the transition period, the written notice referenced in the above-referenced sections will be deemed to have been given 31 calendar days after the issuance of the Accessible Letter. No additional notification will be required.)

1.1.1.6 If CLEC does provide self-certification to dispute AT&T TEXAS' designation – within 60 calendar days of the issuance of the Accessible Letter, AT&T TEXAS may dispute CLEC's self-certification as described in Sections 1.1.3 and 1.1.4 of this Appendix and AT&T TEXAS will accept and provision the applicable loop and transport orders for CLEC during a dispute resolution process.

1.1.1.7 During the applicable transition period referenced in Section 1.1.1.5 above, the rates paid by CLEC when it has not used the self-certification process will be the rates in effect at the time of the non-impairment designations plus 15%.

1.1.2 If the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding where appropriate notice has been provided to CLEC and where CLEC has the opportunity to participate, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), then CLEC shall not request DS1/DS3 High-Capacity Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.

1.1.2.1 Commission approval is required before any designated wire center is Declassified pursuant to the thresholds set forth in Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii). If no CLEC provides self certification, AT&T Texas shall make a filing with the Commission requesting approval of such Declassification(s). Commission approval of such Declassification(s) is required even if a CLEC withdraws its self-certification before, or after, a dispute has been filed with the Commission. A filing seeking Commission approval of wire centers designated for declassification shall include the following information: a) the common language location identifier of the wire center; b) the number of switched business lines served by AT&T TEXAS in that wire center as reported in ARMIS 43-08 for the year just ended; c) the number of UNE-P lines and/or lines provided via comparable commercial agreements used to serve business customers; d) the number of analog UNE-L lines in service; e) the number of DS0 voice grade equivalent lines provided over DS-1 UNE-L lines in service; f) the number of DS0 voice grade equivalent lines provided over DS-3 UNE-L lines in service; g) a completed worksheet that shows, in detail, any conversion of access lines to

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

DS0 voice grade equivalents; h) the names of unaffiliated fiber-based collocators, if fiber-based collocators were utilized as a determining factor for designation; and i) affidavits of persons attesting to the aforementioned information.

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

1.1.3.1 For wire centers designated in AT&T TEXAS' May 10, 2006 filing in Docket No. 32526 and

1.1.3.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005:

1.1.3.1.1.1 CLEC will pay true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate described in Section 2.3 of the Embedded Base Rider between March 11, 2005 and the end of the initial TRRO transition period described in Section 2.2 of the Embedded Base Rider. If affected loop/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also paypay true-up for the period after the end of the initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually disconnected or transitioned to an alternative service or arrangement. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access rate/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will pay true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T TEXAS' notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access rate/transitional rate will continue to apply until the facility has been transitioned.

1.1.3.2 For wire centers designated by AT&T TEXAS after April 7, 2006,

1.1.3.2.1 For affected loop/transport elements ordered before AT&T TEXAS' wire center designation,

1.1.3.2.1.1 For Dark Fiber Transport, if the applicable transition period is within the initial TRRO transition period described in Section 2.4.1 of the Embedded Base Rider, CLEC will pay true-up during the period between the date that is thirty (30) days after AT&T TEXAS' notice of non-impairment and the date the circuit is transitioned at the transitional rate described in Section 2.3 of the Embedded Base Rider.

1.1.3.2.1.2 For Dark Fiber Transport, if the applicable transition period is after the initial TRRO transition period described in Section 2.4.1 of the Embedded Base Rider has expired, CLEC will pay true-up based on the rate in effect at the time of AT&T TEXAS' non-impairment designation plus 15% between the date that is thirty (30) days after AT&T TEXAS' notice of non-impairment and the end of the applicable transition period described in Section 1.1.1.5 and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

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

1.1.3.2.2 For affected loop/transport elements ordered after AT&T TEXAS' wire center designation, CLEC will pay true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after AT&T TEXAS' notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in Section 2.3 of the Embedded Base Rider. The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

1.1.4 If CLEC has self-certified, and, during the pendancy of any self-certification dispute, including but not limited to Docket 31303, has paid transitional rates for circuits that were covered by the self-certification, AT&T Texas will pay true-up to CLEC in the event the state Commission upholds

CLEC's self-certification. AT&T Texas will pay true-up to CLEC based on the difference between the transitional rate paid by CLEC and the TELRIC-based rate to which CLEC is entitled.

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

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

1.3 AT&T TEXAS will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T TEXAS will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of the applicable transitional period in an orderly manner.

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

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS
AND
AMA COMMUNICATIONS, LLC d/b/a AMA*TECHTEL COMMUNICATIONS

WHEREAS, AT&T Texas and (CLEC) are parties to a certain Interconnection Agreement ("ICA") under Sections 251 and 252 of the Telecommunications Act of 1996 ("Act") approved by the Public Utility Commission of Texas (the "Commission" or "TPUC"), as may have been amended prior to the date hereof (the "Agreement");

WHEREAS, in Docket No. 28821 the Commission ordered parties to engage in negotiations to reach a solution regarding the measurement and billing of CLEC power consumption in collocation arrangements; and

WHEREAS, Southwestern Bell Telephone, L.P. d/b/a AT&T Texas[1] ("**AT&T TEXAS**") and certain of the CLEC community engaged in such negotiations and presented a negotiated settlement as the proposed solution to the Commission, approved in the Commission Order dated September 27, 2006; and

WHEREAS, **AT&T TEXAS** currently provides power delivery to CLEC collocation arrangements in accordance with the terms of the parties' Interconnection Agreement and/or Commission-approved physical and virtual collocation tariffs;

NOW, **THEREFORE**, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment—Collocation Power, the Parties hereby amend their Agreement to supplement the existing terms and conditions, in Appendix Collocation, if any, and/or the AT&T Texas Local Access Service Tariff, Section 5 (effective October 28, 2001) ("AT&T Texas Physical Collocation Tariff") and/or the AT&T Texas Access Service Tariff, Section 26 (effective October 28, 2001) ("AT&T Texas Virtual Collocation Tariff") (collectively, the "Collocation Tariffs"), with the terms and conditions related to collocation power, and to replace or supplement the related rates in the Collocation Tariffs as set forth below and in the Attachments hereto.

1. DEFINED TERMS

1.1 A defined word intended to convey its special meaning is capitalized when used, and its definition can be found in this Amendment. Other terms that are capitalized and not defined in this Amendment will have the meaning in the Collocation Tariffs.

1.2 Definitions

1.2.1 **Power Delivery Arrangement**

1.2.1.1 Pursuant to AT&T Texas Physical Collocation Tariff Paragraph 20.17, the Standard DC Power Delivery Arrangement for caged and caged common collocation includes the placement (by AT&T Texas) of two (2) DC power cable feeds to provide 40, 100 or 200 AMPS of power (expressed as 2-20 AMP feeds, 2-50 AMP feeds, or 2-100 AMP feeds), to caged and caged common collocation. For cageless collocation, the collocator will provide and install its own power cable feeds with an AT&T Texas approved power installation vendor and the rate will only include rack occupancy for the power cables. Rates and charges for such DC Power Delivery Arrangements are as found in Paragraph 21.17 of the AT&T Texas Physical Collocation Tariff. A Non-Standard DC Power Delivery Arrangement includes the placement of two (2) DC power cable feeds to provide other than 40, 100 or 200 AMPs of power (expressed as 2-20 AMP feeds, 2-50 AMP feeds, or 2-100 AMP feeds).

[1] Southwestern Bell Telephone, L.P., a Texas limited partnership is now doing business in Texas as AT&T Texas.

1.2.1.2 Pursuant to AT&T Texas Virtual Collocation Tariff Section 26.13.1, the Standard DC Power Delivery Arrangement for virtual collocation consists of the cable rack occupancy for the collocator provided power cables expressed as a monthly rate. In the event that a collocator requires a power arrangement that exceeds 50 AMPS from a single source, AT&T Texas will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on list 2 design loads. Rates and charges for such DC Power Delivery Arrangements are specified in Section 26.13.3(E) of the AT&T Texas Virtual Collocation Tariff. A Non-Standard DC Power Delivery Arrangement includes the placement of two (2) DC power cable feeds to provide other than 40 or 100 AMPs of power (expressed as 2-20 AMP feeds or 2-50 AMP feeds).

1.2.2 **Power Board**: Main or Primary distribution point for DC power. Associated fuses are located at this point. The Power Board is the point of connection for Power Delivery Arrangements of 200 AMPs (i.e., a 100 AMP A lead and a 100 AMP B lead).

1.2.3 **Battery Distribution Fuse Bay (BDFB)**: Secondary distribution point for DC power. Associated fuses are located at this point. The BDFB is the point of connection for Power Delivery Arrangements of 100 AMPs (i.e., a 50 AMP A lead and a 50 AMP B lead), or less.

1.2.4 **CLEC Requested Amperage**: The amount of Amperage, designated in single AMP increments, CLEC will require per Power Delivery Arrangement. The minimum CLEC Requested Amperage is 5 AMPs and the engineered capacity of a single lead in the Power Delivery Arrangement is the maximum. For example, in a 100 AMP Power Delivery Arrangement consisting of a 50 AMP A lead and a 50 AMP B lead, 50 AMPs would be the maximum CLEC Requested Amperage that could be specified for this arrangement. The CLEC Requested Amperage will be used as the basis for billing CLEC for DC Power on a monthly basis.

1.2.5 **CLEC Doing its Own Work ("CDOW")**: When the collocator selects the option to provide, install, and terminate power cabling with an AT&T Approved Tier 1 Power Vendor.

1.2.6 **Approved Tier 1 Power Vendor**: These vendors are approved by AT&T to perform central office power installations for AT&T's ILECs and for CLECs in AT&T 13-States collocation and common areas. A list of Approved Tier 1 Power Vendors can be found in Appendix F of the collocation handbook.

2.0 COLLOCATION POWER

The following terms of this Amendment apply to all virtual and physical caged and cageless collocation arrangements.

2.1 CLEC POWER CONSUMPTION BASED ON CLEC REPORTED POWER USAGE

2.1.1 For purposes of billing for DC Power Consumption, with the execution of this Amendment, CLEC elects to report power usage for CLEC Requested Amperage by following the self-certification requirements set forth in Section 2.5.1 herein.

2.1.2 If CLEC elects to report CLEC Requested Amperage, then the CLEC Requested Amperage shall be the basis for billing at the monthly power consumption rates, as specified in Section 2.4.1 herein.

2.1.2.1 AT&T Texas will continue to apply the current fuse for Standard and Non-standard Power Delivery Arrangements ordered by the CLEC at a minimum of 125% of the amperage of the ordered capacity of the Power Delivery Arrangement. For example, in a 200 AMP Power Delivery Arrangement consisting of a 100 AMP A lead and a 100 AMP B lead, the A lead and the B lead would be fused at a minimum of 125 AMPs each.

2.1.2.2 Pursuant to the terms of the Collocation Tariffs, CLEC will be permitted to order Non-standard Power Delivery Arrangements on an ICB basis.

2.1.2.3 CLEC can request that AT&T Texas supply power over both an A feed and B feed, but CLEC will only be billed for the CLEC Requested Amperage (provided the combined use of the A feed and B feed does not exceed the CLEC Requested Amperage).

2.2 CHANGES TO POWER DELIVERY ARRANGEMENTS PROVISIONED AT THE BDFB OR POWER BOARD-EXISTING ARRANGEMENTS

2.2.1 For Power Delivery Arrangements existing as of the Effective Date that are provisioned at the BDFB or Power Board, AT&T Texas will allow the Power Delivery Arrangement to remain as fused at the BDFB or at the Power Board, except under the following scenarios covered by Sections 2.2.1.1, 2.2.1.2 and 2.2.1.3.

2.2.1.1 The following terms apply if the CLEC Requested Amperage results in a decrease in usage that should result in a reduction in the Standard Power Delivery Arrangement as defined in the AT&T Texas Physical Collocation Tariff, e.g., from a 100 AMP Power Delivery Arrangement consisting of a 50 AMP A lead and a 50 AMP B lead to a 40 AMP Power Delivery Arrangement consisting of a 20 AMP A lead and a 20 AMP B lead. If the Power Delivery Arrangement is and can remain provisioned from the AT&T Texas BDFB, then there would be no change in fusing or power cables associated with the reported decrease in usage. If the Power Delivery Arrangement is provisioned from the AT&T Power Board and the CLEC Requested Amperage would normally necessitate the Power Delivery Arrangement be provisioned from the AT&T Texas BDFB instead of the AT&T Texas Power Board and if the AT&T Texas Power Board is at a point of congestion (80% of fuse positions utilized) that would necessitate expansion, the CLEC will reimburse AT&T Texas for all costs associated with re-provisioning the Power Delivery Arrangement at the BDFB, i.e., from a 200 AMP Power Delivery Arrangement consisting of a 100 AMP A lead and a 100 AMP B lead to a 100 AMP Power Delivery Arrangement consisting of a 50 AMP A lead and a 50 AMP B lead. Thus, if the CLEC is on the Power Board and submits a CLEC Requested Amperage of less than 51 AMPs, and the Power Board is congested, then a move from the Power Board to the BDFB is required. These charges will consist of all Power Rearrangement (Cable Removal) fees, such as the Application Fee, the Augment Project Management Fee, the applicable Power Cable Removal Fee and the DC Power Delivery Arrangement Fee in Attachment A.

2.2.1.2 The following terms apply if the CLEC Requested Amperage results in an increase in usage that requires an increase in the Standard Power Delivery Arrangement, i.e. from a 40 AMP Power Delivery Arrangement consisting of a 20 AMP A lead and a 20 AMP B lead being increased to a 100 AMP Power Delivery Arrangement consisting of a 50 AMP A lead and a 50 AMP B lead. The Power Delivery Arrangement can remain provisioned from the AT&T Texas BDFB and there would be no change in fusing or power cables associated with the reported increase in usage provided the existing Power Delivery Arrangement has been engineered to carry the increased usage. The new CLEC Requested Amperage can be no greater than the engineered capacity for the Power Delivery Arrangement (e.g., the CLEC may not request more than 50 AMPs on a Power Delivery Arrangement provisioned for 100 AMPs). If the CLEC Requested Amperage will necessitate that the Power Delivery Arrangement be provisioned from the AT&T Texas Power Board instead of the AT&T Texas BDFB and if the AT&T Texas main Power Board is NOT at a point of congestion (80% of fuse positions utilized) that would necessitate expansion, the CLEC will reimburse AT&T Texas for all costs associated with re-provisioning the Power Delivery Arrangement at the Power Board, including all Power Rearrangement (Cable Removal) fees, such as the Application Fee, the Augment Project Management Fee, the applicable Power Cable Removal Fee and the DC Power Delivery Arrangement Fee in Attachment A. Any CLEC Requested Amperage of 51 AMPs and above will require the CLEC to have a Collocation Interconnection Power Panel (“CIPP”) panel. If the CLEC Requested Amperage will necessitate that the Power Delivery Arrangement be provisioned from the AT&T Texas Power Board instead of the AT&T Texas BDFB and if such provisioning will cause the AT&T Texas main Power Board to reach a point of congestion (80% of fuse positions utilized), then AT&T will accommodate CLEC’s request under the terms of Sections 2.2.1.3 and 2.2.2. The CLEC will reimburse AT&T Texas for

all costs associated with re-provisioning its Power Delivery Arrangement at the Power Board, including all Power Rearrangement (Cable Removal) fees, such as the Application Fee, the Augment Project Management Fee, the applicable Power Cable Removal Fee and the DC Power Delivery Arrangement Fee in Attachment A.

2.2.1.3 If AT&T Texas discovers that there are Power Delivery Arrangements terminated at the AT&T Texas Power Board that are not consistent with Power Delivery Arrangements normally terminated at the Power Board pursuant to Section 1.2.2 and the AT&T Texas Power Board is at a point of congestion (80% of fuse positions utilized) that would require AT&T Texas to incur the expense of expansion, AT&T Texas will require the CLEC to reimburse AT&T Texas for all costs associated with re-provisioning the Power Delivery Arrangement(s) from the AT&T Texas Power Board to the AT&T Texas BDFB, including Power Rearrangement (Cable Removal) fees, such as the Application Fee, the Augment Project Management Fee, the applicable Power Cable Removal Fee and the DC Power Delivery Arrangement Fee in Attachment A. The costs and charges associated with re-provisioning the Power Delivery Arrangement(s) from the AT&T Texas Power Board to the AT&T Texas BDFB will be waived if the original decision to provision the arrangement at the Power Board was made by AT&T Texas and was not requested by the CLEC in its collocation application.

2.2.2 If power re-arrangement is required under Section 2.2.1 above, CLEC Power Delivery Arrangements will be removed from the AT&T Texas Power Board and moved to the BDFB in the following manner. AT&T Texas will identify CLEC(s) with the lowest reported load(s) below 51 AMPs served from the AT&T Texas Power Board. Maintaining an order from lowest to highest CLEC Requested Amperage, each CLEC will be selected to move and be serviced from the AT&T Texas BDFB under the terms and conditions herein. If 2 or more CLECs should report equal CLEC Requested Amperage and qualify for removal, then both/all will be selected to move without discrimination, so long as one is required to alleviate the identified congestion on the AT&T Texas Power Board. The total number of CLEC Power Delivery Arrangements to be moved from the AT&T Texas Power Board to the AT&T Texas BDFB will be the total required to restore the AT&T Texas Power Board to no greater than 65% utilization of fuse positions after the request triggering the need for loads to be moved is met.

If the Power Board is at 80% congestion, the process for notification and rearrangement will be as follows:

2.2.2.1 Collocation Account Manager will send a congestion notification letter and a quote letter via email to the affected CLEC(s) (with a follow up hard copy in the US Mail). The notification and quote letters will be sent to both the individual who is signing the power self-certification form, as well as to the Notices person under the Interconnection Agreement (ICA)

2.2.2.2 AT&T Texas will provide in the congestion notification letter the following information to the CLECs served on the specific Power Board:

a. Total number of fuse positions available on the Power Board,
b. Number of fuse positions currently taken,
c. Number of fuse positions required to fulfill existing requests for additional fuse positions, and
d. Number of CLEC fuse positions with CLEC Requested Amperage at less than 51 AMPs.

2.2.2.3 A CLEC request for independent verification must be received within five (5) business days subsequent to receiving the information identified in section 2.2.2.2 above. AT&T Texas, within three (3) business days of a CLEC request for independent verification, will notify all affected CLECs of the date and time for the independent verification meeting with an Approved Tier 1 Power Vendor at the primary Power Board to validate total number of positions available, number of positions currently taken, and identify the specific CLEC positions with CLEC Requested Amperage at less than 51 AMPs. There will be no charge to CLECs for any independent verification.

CLEC must notify its Collocation Account Manager within (1) ten (10) business days of receiving the congestion notification and quote letter or (2) five (5) business days following the independent verification, whichever is later, if it is interested in coordinating this as a project with other CLECs.

2.2.2.4 If two (2) or more CLECs express interest, AT&T will share names and contacts with the interested parties no later than three (3) business days following notification by the CLECs of interest. Within five (5) business days of AT&T Texas providing joint CLEC contact information, one of the affected parties must request a group quote from AT&T Texas. AT&T Texas will provide the group quote to all affected CLECs within five (5) business days based on the number of CLECs involved and number of Power Delivery Arrangements to be moved. In such event, the applicable Project Management fees will be pro-rated across the participating CLECs. If, after receiving the group quote, an affected CLEC does not wish to participate in the coordinated move, that CLEC must notify AT&T and the remaining affected CLECs within eight (8) business days of receipt of the group quote. In such case, all affected CLECs will proceed on an individual basis rather than as a group project. Each CLEC must submit its augment application to the Collocation Service Center (CSC) within ten (10) business days of receipt of the group quote, regardless of whether the project is continuing as a coordinated move or whether the CLECs are proceeding on an individual basis. CLEC and AT&T Texas will have forty-five (45) calendar days from the date of the augment application to complete the job. Full payment of AT&T quoted fees must be received by AT&T Texas prior to job completion.

2.2.2.5 If an individual CLEC does not wish to participate in a coordinated move and does not wish to change its reporting to 51 AMPs or above to maintain service from the AT&T Texas Power Board, as stated in paragraph 2.2.3 , then that CLEC must submit its augment application, and pay the individual quoted amount provided under paragraph 2.2.2.1 The individual CLEC must submit its augment application to the Collocation Service Center (CSC) within (1) ten (10) business days of receiving the congestion notice and quote letter, or (2) five (5) business days following the independent verification, whichever is later. CLEC and AT&T Texas will have forty-five (45) calendar days from the augment application to complete the job. Full payment of AT&T quoted fees must be received by AT&T Texas prior to job completion.

2.2.2.6 The following are the steps in the process and/or items that may require coordination:

a. AT&T Texas notice and quote letter to CLECs that Power Board is at 80% congestion.

b. CLEC notice to AT&T Texas via a collocation account manager that they desire to manage the power rearrangements as a project.

c. Application from each CLEC.

d. Agreement that application and work effort are not subject to performance measures.

e. Utilization of the same Approved Tier 1 Power Vendor by the CLECs.

f. One coordinated Job Start Agreement and Method Of Procedures (JSA/MOP) with same vendor – maintenance window (night).

g. Agreement to have work performed during the same maintenance windows.

h. The provisioning of a DC Power Delivery Arrangement at the BDFB in the cageless and virtual environment would be installed by CDOW, consistent with all applicable terms of the Collocation Tariffs, including but not limited to Section 5, Part 20.17 of the AT&T Texas Physical Collocation Tariff for cageless and Section 26.1.1(C) of the Virtual Collocation Tariff for virtual. The provisioning of a DC Power Delivery Arrangement at the AT&T Texas BDFB in the caged environment would be the responsibility of AT&T Texas under the terms of the AT&T Texas Physical Collocation Tariff Section 5, Part 20.17.

i. Cable replacement/discontinuance of the existing Power Delivery Arrangement at the Power Board in the cageless and virtual environment would be CDOW under the terms of the Collocation Tariffs referenced above. Cable discontinuance of the existing Power Delivery Arrangement at the Power Board in the caged environment would be the responsibility of AT&T Texas under the terms of the AT&T Texas Physical Collocation Tariff Section 5, Part 20.17.

2.2.2.7 Full payment of AT&T Texas quoted fees must be received by AT&T prior to job completion.

2.2.3 Only CLEC Requested Amperage below 51 AMPs will qualify for selection to be relocated from the AT&T Texas Power Board to the AT&T Texas BDFB at the point of congestion. After AT&T Texas notifies a given CLEC that the CLEC load is subject to removal, within ten (10) business days of the CLEC receiving the quote from AT&T Texas, the CLEC shall have the option to change its reporting to 51 AMPs to maintain service from the AT&T Texas Power Board. If a CLEC chooses to report and be billed for consumption of 51 AMPs or above to avoid relocation in a congestion situation, the CLEC will be billed at new reported consumption rate for a minimum of one year after this change. There will be no fees associated with the change in reported AMPs.

2.2.4 During the 12–month period following the Effective Date, AT&T Texas agrees that the Power Rearrangement (Cable Removal) Application Fee in Attachment A is waived for the CLEC when the CLEC requests to move from a Power Delivery Arrangement that is provided directly from an AT&T Texas Power Board to a Power Delivery Arrangement that is provided directly from an AT&T Texas BDFB. However, CLECs are obligated to reimburse AT&T Texas for the Augment Project Management Fee for Power Rearrangement (Cable Removal), the DC Power Delivery Arrangement Fee, and any applicable Power Cable Removal Fees or Power Fuse Rearrangement Fees in Attachment A.

2.2.5 Except as provided herein, AT&T Texas will not charge CLEC any NRCs for administrative conversion to switch to the new billing arrangement , i.e., to submit a Self Certification Form and change the amount being billed. If the CLEC changes the physical Power Delivery Arrangements, the rates in Attachment A or the Collocation Tariffs, as applicable, shall apply except that AT&T Texas will waive the Power Fuse Rearrangement Fees relating to a fuse change in the first twelve months following the execution of this agreement. Fuse changes beyond the initial twelve month grace period would be subject to the Power Fuse Rearrangement Fees of $1,571.47 at the BDFB and of $1,734.38 at the Power Board as set forth in Attachment A. The rate elements included in these fees are those for Power Reduction (Refusing Only) and would include Power Record Updates, Power Fuse Reductions (10-50- AMPS/100 AMPS), Re-stencil Power and tag cables, Vendor Engineering, Project Management Fees (power fuse change 10-50 AMPs/100 AMPs), and Application Fee (power fuse change 10-50- AMPs/100 AMPs). No other NRCs related to the Power Fuse Rearrangement Fees shall apply.

2.3 PROVISIONING-NEW/AUGMENTING EXISTING ARRANGEMENTS

2.3.1 **Standard DC Power Delivery Arrangements**

A CLEC may provision a new Power Delivery Arrangement or augment an existing Power Delivery Arrangement consistent with section 20.17 of the Local Access Service Tariff or section 26.13.1 of the Access Service Tariff. All arrangements that are fused at the maximum capacity of the circuit shall be managed by a Secondary Power Distribution Unit (PDU) . The PDU would be found on the AEL (All Equipment List) and approved by AT&T Texas for use in collocation arrangements.

As part of the collocation application, the CLEC will provide an estimate of CLEC Requested Amperage as follows:

1. CLEC Requested Amperage between 5 and 20 AMPs

   Arrangements with CLEC Requested Amperage between 5 and 20 AMPs will be provisioned from an AT&T Texas Battery Distribution Fuse Bay (BDFB). The Power Delivery Arrangement will be fused at a minimum of 125% of the ordered capacity of the Power Delivery Arrangement.

2. CLEC Requested Amperage between 21 and 50 AMPs

Arrangements with CLEC Requested Amperage between 21 and 50 AMPs will be provisioned from an AT&T Texas Battery Distribution Fuse Bay (BDFB). The Power Delivery Arrangement will be fused at a minimum of 125% of the ordered capacity of the Power Delivery Arrangement.

3. CLEC Requested Amperage between 51 and 100 AMPs

If the AT&T Texas BDFB will accommodate, Power Delivery Arrangements with CLEC Requested Amperage between 51 and 100 AMPs will be provisioned from an AT&T Texas BDFB. Otherwise, these arrangements will be sourced from an AT&T Texas Power Board. The Power Delivery Arrangement will be fused at a minimum of 125% of the ordered capacity of the Power Delivery Arrangement.

For new or subsequent collocation arrangements, the CLEC shall measure and certify DC power consumption by the 30th day following turnover of collocation space or augment. Once the CLEC has reported their power consumption, CLEC will be billed back to the date which is fifteen (15) calendar days following job turnover.

2.3.2 **Arrangements Not Managed by a Secondary Power Distribution Unit (PDU)**

2.3.2.1 All CLEC Power Delivery Arrangements not terminated on a secondary power distribution unit will be fused at 125% over the CLEC Requested Amperage.

2.3.2.2 In the event that a CLEC's request for power necessitates that AT&T Texas deploy additional power infrastructure, AT&T Texas will notify CLEC of this situation during the standard quote interval, and the provisioning interval for the requested power will be 140 days unless both Parties mutually agree otherwise.

2.4 MONTHLY USAGE RATES

2.4.1 The CLEC Requested Amperage is multiplied times the per ampere rates for HVAC, DC Plant, and AC Usage in Attachment A to determine the total monthly DC Power Consumption and other charges measured based on power consumption amperage.

2.5 BILLING ON SELF CERTIFICATIONS

2.5.1 The following rules will apply to ensure fair and proper reporting and administration of the CLEC Requested Amperage and associated billing:

2.5.1.1 On a semi-annual basis, CLEC will self certify that the usage for each of its Texas collocation Power Delivery Arrangements is less than or equal to the CLEC Requested Amperage. ("Self Certification Process").

2.5.1.1.1 CLECs will complete the Self Certification Form using the Self Certification Form attached to this Amendment as Attachment B. CLEC will email completed Initial Self Certification Form to the CSC ADMN mailbox at M36966@att.com.

2.5.1.1.2 In the event that a CLEC identifies a lead that is missing a 145 P tag, the CLEC will complete the certification for that Power Delivery Arrangement and place the words "no tag found" in the 145 P tag box that corresponds with that Power Delivery Arrangement. The CLEC will then turn the certification form in and will be responsible for providing the information for the missing tags no later than forty (40) calendar days from submission of the certification form to AT&T.

2.5.1.1.3 From the time of certification submission to the forty (40) day point, the CLEC will be billed the reported usage amount for all Power Delivery Arrangements with missing 145 P tags. Failure to provide the 145 P tag information to AT&T Texas within the forty (40) day time period will result in the CLEC being billed

the carrying capacity of one lead for each Power Delivery Arrangement with missing 145 P tags up until such time as the missing information is provided.

2.5.1.1.4 It is the responsibility of the CLEC to hire a Tier 1 Power vendor to obtain the missing 145 P tag information on its behalf for presentation to AT&T Texas.

2.5.1.1.5 The Self Certification Form will be used until the mechanized forms can be accessed on the CLEC On Line website. Once the forms are mechanized, the CLEC will be notified. No sooner than thirty (30) calendar days after such notification, CLEC will begin submitting such information through the mechanized forms. The non-mechanized forms will no longer be accepted by the Collocation Service Center (CSC) ninety (90) days after such notification.

2.5.1.1.6 In a virtual collocation arrangement, the following requirements will apply for the self certification by the CLEC:

- CLEC shall use an Approved Tier 1 Power Vendor to perform amperage reading of the DC power delivery in the virtual arrangement,
- Approved Tier 1 Power Vendor shall follow the existing practices for performing the work in the Central Office, (e.g., the Job Start Agreement and Method Of Procedures (JSA/MOP),
- The Local Field Office (LFO) retains the right of escorting the CLEC's Approved Tier 1 Power Vendor while performing the amperage readings. Existing escort rates for the LFO are applicable as indicated in the Texas Virtual Collocation Tariff, Section 26.17.3.

2.5.1.2 In the semi-annual self certification, CLEC will self certify that there has been a physical site-measured verification (taken no more than six months before the date of the certification) of the total actual usage for each Power Delivery Arrangement and that such actual usage is less than or equal to the CLEC Requested Amperage. Physical measurements shall be taken on the supply side of the DC Power Delivery Arrangement at a point prior to the Power Delivery Arrangement's cabling terminating on collocated equipment. This measurement shall be made on all Power Delivery Arrangements entering a CLEC's collocation arrangement. Each Power Delivery Arrangement shall be identified by providing the relay rack number of the AT&T Texas BDFB or Power Board and the fuse position. If CLEC's prior, semi-annual self certification was based on a physical site-measured verification, the next self certification may be an engineering verification based on CLEC's use of best engineering practices to determine that there are no indications that a change in the total actual usage has occurred since the physical site-measured verification. Best engineering practices shall include but not be limited to consideration of the following: (a) activation or installation of any equipment; (b) activation or modification (e.g., software or hardware) of any equipment; (c) potential DC power increases due to growing CLEC customer base or customer usage; and/or (d) any potential DC power increases due to aging of the CLEC equipment.

2.5.1.3 The CLEC will have up to one-hundred eighty (180) days from the Effective Date of this Amendment to complete the Initial Self Certification Form. The Self Certification Form will include all power arrangements within the specific CLLI 11 for each of their Texas Collocation Arrangements using the procedures set forth in Section 2.5.1.1 above. ("Open Certification Window"). CLECs may submit the Initial Self-Certification Forms prior to the expiration of the Open Certification Window that contain all or part of the DC Power Delivery Arrangements within AT&T Texas' central offices (*i.e.*, CLEC may send in Initial Self-Certification Forms as completed for central offices). However, within the Open Certification Window, in order to be eligible for being billed based on the CLEC Requested Amperage, CLEC must submit an Initial Self-Certification for each Power Delivery Arrangement located in AT&T Texas' central offices. AT&T will process the Initial Self-Certification Form(s) as follows:

2.5.1.3.1 If the CLEC submits Initial Self-Certification Form(s) for all of the CLEC's Power Delivery Arrangements within the first forty (40) days after the Effective Date of this Amendment, upon receipt of the Initial Self Certification Form(s), AT&T Texas will process service orders related to the DC Power Delivery Arrangements reported in the Initial Self-Certification updating billed amperage for DC Power Consumption by CLEC billing account number (BAN) per the information contained on the Self Certification Form, retroactive to the Effective Date of this Amendment, and will true-up any billing that occurred subsequent to the Effective Date.

2.5.1.3.2 If the CLEC submits Initial Self-Certification Form(s) after the first forty (40) days after the Effective Date of this Amendment, but during the Open Certification Window, AT&T Texas will process subsequent Initial Self Certification Forms as received and the effective bill date will be the date the Self Certification Form for all Power Delivery Arrangements, in a specific collocation arrangement, is received by AT&T Texas.

2.5.1.3.3 If CLEC fails to submit the Initial Self Certification Form for all Power Delivery Arrangements, in a specific CLLI 11 within the Open Certification Window (180 days), then the Collocation Account Manager will send a formal letter to the CLEC advising that AT&T Texas has not received the Initial Self Certification Form for the specific CLLI 11, and that the billing for those collocation arrangements will continue to be based on 50% of the ordered and provisioned capacity of the Power Delivery Arrangement, i.e., the capacity of one power lead, until and unless an Initial Self-Certification Form for all Power Delivery Arrangements in a specific CLLI 11 is received.

2.5.1.4 CLEC's subsequent semi-annual Self Certifications will be due on March 31 and September 30 of every calendar year.

2.5.1.4.1 If a Self Certification Form subsequent to the Initial certification is not received by the due date, AT&T Texas will notify the CLEC within five (5) business days of the due date that the certification is delinquent ("first delinquency").

2.5.1.4.2 After receipt of a delinquency notice pursuant to Section 2.5.1.4.1, CLEC will have fifteen (15) calendar days to submit the Self Certification Form. In the event the CLEC fails to submit a Self Certification Form when due, AT&T Texas will continue to bill CLEC based on the prior Self-Certification.

2.5.1.4.3 If the CLEC fails to cure the first delinquency and fails to submit the next consecutive Self Certification (2nd delinquency), AT&T Texas will provide notice of the delinquency pursuant to Section 2.5.1.4.1. If the CLEC fails to cure the 2nd delinquency within ten (10) days of notification, AT&T will convert the billing to the carrying capacity of one lead for all the CLECs collocation arrangements and will begin billing the CLEC pursuant to the terms of the Collocation Tariffs. For avoidance of doubt, such conversion of billing will occur only if the CLEC has not provided any self-certification whatsoever for any and all Power Delivery Arrangements for a period exceeding one calendar year.

2.5.1.5 CLEC will notify AT&T Texas of an increase in CLEC Requested Amperage for a DC Power Delivery Arrangement since the last Self Certification if the actual increase in usage for the DC Power Delivery Arrangement is 10 AMPs or greater over the last self certified amount and the increase occurs between Self Certification dates. CLECs will notify AT&T Texas of a decrease in CLEC Requested Amperage since the last Self Certification if the actual decrease in usage for the arrangement is 10 AMPs or greater from the amount of the last Self Certification and the decrease occurs between Self Certification dates. AT&T Texas will update the CLECs

billing to account for the increase or the decrease in CLEC Requested Amperage on the next billing cycle.

2.5.2 AT&T Texas reserves the right to temporarily reduce the size of the fuse for CLECs in the event of a pending or actual DC power emergency or natural disaster, for the protection of the AT&T Texas power plant. AT&T Texas will not reduce the fuse device below 125% of the CLEC Requested Amperage. AT&T Texas will provide reasonable notice to all affected CLECs at least 48 hours prior to reducing any fuses. If the CLEC requires power greater than that of 125% of billed capacity, CLEC shall report the amount of power it requires during the potential DC power emergency, within 24 hours of AT&T providing notice. AT&T will fuse the CLEC's Power Delivery Arrangement at 125% of the newly requested amount. Natural disasters that could necessitate the need to temporarily reduce the size of the fuse could include, but are not limited to, hurricanes, tornados, wild fires, earthquakes, or any event which causes a prolonged electrical outage. At the conclusion of the DC power emergency, AT&T Texas will provide notice to all CLECs who requested additional power, that the DC power emergency has concluded. Within 48 hours after such notice, AT&T Texas will begin to return all associated fuses back to their pre-emergency size. If the CLEC chooses to keep its power consumption at the newly specified level, AT&T Texas must receive notice of the CLECs desire within 24 hours of the CLEC being notified that the DC power emergency has concluded. On a going forward basis the CLEC will be billed for the newly requested amount of power. If the CLEC does not notify AT&T of its desire to maintain the increased amperage level, billing will revert to the pre-emergency CLEC requested usage. AT&T Texas may bill CLECs based on the increased amperage for the duration of the DC power emergency.

2.6 SELF CERTIFICATION AUDITS

2.6.1 AT&T Texas reserves the right to periodically validate CLEC actual usage reported in its semi-annual Self Certifications. AT&T Texas will bring any discrepancies of + or – 10%, provided the discrepancy is at least 5 AMPs, to the CLEC's attention for resolution within 10 business days. AT&T Texas will update the CLEC's billing, back to the most recent CLEC collocation application or Self Certification (whichever is later), based on the AT&T Texas validated usage.

2.6.2 During the nine-month period following the Effective Date of the Amendment, if AT&T Texas identifies that a specific collocation Power Delivery Arrangement was under reported by 20% or more (provided the discrepancy is at least 10 AMPs), AT&T will notify the CLEC within 5 business days and suspend further audits on that particular CLEC for 15 business days. The purpose of this provision is to allow time for the CLEC, at its sole discretion, to validate their initial certifications for accuracy and resubmit certifications as necessary. AT&T Texas will update the CLEC's billing based on the AT&T Texas validated usage back to the most recent CLEC collocation application or Self Certification (whichever is later), but the discrepancy noted for the affected Power Delivery Arrangement will not count as a first offense for purposes of assessing penalties under this Section or paragraph 2.6.3. Discrepancies identified after the 15 business day period or during subsequent certification periods will result in AT&T Texas updating the CLEC's billing based on the AT&T Texas validated usage back to the most recent CLEC collocation application or Self Certification (whichever is later). If discrepancies of greater than 20% occur a second time for a specific Power Delivery Arrangement, the billing to the CLEC will revert back to the ordered capacity of the A lead for the identified Power Delivery Arrangement for a 12 month period before the CLEC will again be eligible for this offering at the collocation Power Delivery Arrangement with the discrepancy

2.6.3 If 15% or 2 collocation arrangements, whichever is higher, of a CLEC's total collocation count in Texas are found to have discrepancies of greater than 20% in a calendar year, provided the discrepancy at each site is at least 10 AMPs, billing to the CLEC will revert to the CLEC ordered capacity of the A lead for all collocation Power Delivery Arrangements in Texas under the terms of the Collocation Tariffs, as applicable, including the rates stated therein, for a 12 month period before the CLEC will again be eligible for this offering.

2.6.4 AT&T Texas will provide the CLEC with the results of that CLEC's audit resulting in amended billing; provided, however, that in the event that AT&T Texas proposes to amend billing pursuant to paragraph

2.6.3, AT&T Texas will provide the affected CLEC with measurements of that CLEC's collocation Power Delivery Arrangements taken during the audit that prompted the proposed billing amendment. The CLEC may dispute the results of the audit under the dispute resolution procedures of the CLEC's interconnection agreement, and present mitigating factors demonstrating that amended billing is not warranted. During the pendency of any such dispute, AT&T TEXAS shall refrain from applying any of the penalties set forth in paragraphs 2.6.2 and 2.6.3.

3. MISCELLANEOUS PROVISIONS

3.1 TERM OF THE AMENDMENT

This Amendment will expire (a) five years from the Effective Date, or (b) if the CLEC's ICA term is for five years, the duration of the CLEC's interconnection agreement if that agreement was approved in PUC Docket No. 28821, or is an MFN from a interconnection agreement that was approved in Docket No. 28821; provided that under option (b), the Amendment would run no longer than 12 months past the expiration date of the Interconnection Agreement, unless the Parties mutually agree to a different expiration date for the Amendment. The terms of this Amendment shall not be subject to change by tariff, but, to the extent rates, terms and conditions of the Physical or Virtual Collocation Tariffs do not conflict with the terms of this amendment, the terms of the tariff shall continue to apply. Both Parties to this Amendment agree to relinquish any right, during the term of the Amendment, to seek a different rate, measurement methodology and/or power billing procedure for AT&T Texas collocation DC power consumption, including rates for DC plant and AC usage.

The Parties acknowledge and agree that the Parties have entered into this Amendment as a compromise and settlement of differences between the Parties regarding the implementation of the Commission's order concerning collocation power metering in Docket No. 28821. This Amendment supersedes the Tracking and Billing CLECs Power Usage section of Appendix Collocation. Both Parties agree that they will not attempt to introduce or present this Amendment to any individual, entity, administrative, regulatory or judicial body for the purpose of attempting to demonstrate that the other Party (or one or more of its predecessors, successors, assigns, agents, parents, subsidiaries, affiliates, officers, directors, or employees) has endorsed or advocated any particular term of this Amendment. It is further understood that all statements and conduct of any Party made in connection with the negotiation of this Amendment will be inadmissible as evidence under Federal Rule of Evidence 408 and any similar federal or state statute or rule, except in a proceeding brought to enforce the terms of this Amendment.

3.2 Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

3.3 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

3.4 This Amendment shall be filed with the Public Utility Commission of Texas and is effective upon filing (the "Effective Date").

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 19th day of January, 2007, by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

AMA Communications, LLC d/b/a ~~d/b/a~~ AMA*TechTel Communications

By: Dell Purdy

Printed: Dell Purdy

Title: Regulatory Compliance Manager
(Print or Type)

Date: 1-16-07

Southwestern Bell Telephone, L.P. d/b/a AT&T Texas by AT&T Operations, Inc., its authorized agent

By:

Printed: Mike Auinbauh

Title: AVP-Project Service Management

Date: JAN 19 2007

FACILITIES-BASED OCN # 0132

ACNA AFQ

Amendment--Collocation Power Caged Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
Application Fees		
Caged Collocation		
Initial Application	None	$3,536.95
Augment Application	None	$1,224.33
Non-Standard Application	None	$1,436.00
DC POWER CONSUMPTION		
Caged Collocation		
DC Plant (per amp)	$7.38	None
AC Usage (per amp)	$3.82	None
HVAC (per AMP)	$0.40	None
DC Power Delivery Arrangement		
Caged Collocation		
Two 20 amp feeds	None	$389.03
Two 50 amp feeds	None	$643.12
Two 100 amp feeds	None	$2,525.18
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		$503.95
Augment Project Management Fee – Power Rearrangement (cable removal) **The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		$2,220.45
1) Equipment Engineer Project Coordination - -- Review vendor bills and coordinate with appropriate depatments to manage billiing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) Quality Auditing Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) LFO Labor Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Caged Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.0. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		$1,734.38

Amendment--Collocation Power Cageless Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
Application Fee		
Cageless Collocation		
Initial Application	None	$4,489.21
Augment Application	None	$1,360.37
Non-Standard Application	None	$1,436.00
DC POWER CONSUMPTION		
Cageless Collocation		
DC Plant (per amp)	$7.36	None
AC Usage (per amp)	$3.82	None
HVAC (per AMP)	$0.40	None
DC Power Delivery Arrangement		
Cageless Collocation		
Per Cable Rack	$0.10	None
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		$503.95
Augment Project Management Fee – Power Rearrangement (cable removal) **The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		$2,220.45
1) Equipment Engineer Project Coordination - -- Review vendor bills and coordinate with appropriate depatments to manage billiing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) Quality Auditing Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) LFO Labor Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Cageless Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.0. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		$1,734.38

Amendment--Collocation Power Caged Common Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
Application Fee		
Caged Common Collocation		
Initial Application	1.01 per linear ft.	$2,992.81
Augment Application	None	$1,224.33
Non-Standard Application	None	$1,436.00
DC POWER CONSUMPTION		
Caged Common Collocation		
DC Plant (per amp)	$7.38	None
AC Usage (per amp)	$3.82	None
HVAC (per AMP)	$0.40	None
DC Power Delivery Arrangement		
Caged Common Collocation		
Two 20 amp feeds	None	$389.03
Two 50 amp feeds	None	$643.12
Two 100 amp feeds	None	$2,525.18
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		$503.95
Augment Project Management Fee – Power Rearrangement (cable removal) **The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		$2,220.45
1) Equipment Engineer Project Coordination - -- Review vendor bills and coordinate with appropriate depatments to manage billiing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) Quality Auditing Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) LFO Labor Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Caged Common Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.0. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		$1,734.38

Amendment--Collocation Power Adjacent On-Site Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
Application Fee		
Adjacent On-Site Collocation		
Initial Application	None	$6,121.65
Augment Application	None	$1,224.33
Non-Standard Application	None	$1,436.00
DC POWER CONSUMPTION		
Adjacent On-Site Collocation		
DC Plant (per amp)	$6.52	None
AC Usage (per amp)	$3.82	None
DC Power Delivery Arrangement		
Adjacent On-Site Collocation		
Two 100 amp feeds	$2.64	$5,088.60
Two 200 amp feeds	$5.27	$9,723.18
Two 300 amp feeds	$5.27	$11,683.94
Two 400 amp feeds	$7.91	$17,298.89
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		$503.95
Augment Project Management Fee – Power Rearrangement (cable removal) **The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		$2,220.45
1) Equipment Engineer Project Coordination - -- Review vendor bills and coordinate with appropriate depatments to manage billiing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) Quality Auditing Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) LFO Labor Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Adjacent On-Site Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.0. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		$1,734.38

Amendment--Collocation Power Virtual Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
Application Fee		
Virtual Collocation		
Initial Application	None	$4,489.21
Augment Application	None	$1,360.37
DC POWER CONSUMPTION		
Virtual Collocation		
DC Plant (per amp)	$7.36	None
AC Usage (per amp)	$3.82	None
HVAC (per AMP)	$0.40	None
POWER REARRANGEMENT (CABLE REMOVAL)		
Application Fee		$503.95
Augment Project Management Fee – Power Rearrangement (cable removal) **The tasks listed below, included in the Project Management Fee, are descriptive only. The actual tasks may vary on a case by case basis.		$2,220.45
1) Equipment Engineer Project Coordination - -- Review vendor bills and coordinate with appropriate depatments to manage billiing associated with project. -- Send Firm Price Quote to vendor -- Issue TEO (Engineering order) Design extension of switchboard racking, fiber racking, power racking, grounding, and outside plant facilities for CLEC specific request. -- Attend NSS/Proj. Mgr. coord. meetings -- Coord. with vendors, NSS, engr. and other depts.		
2) Quality Auditing Project Coordination - -- Quality Audit on compliance -- Travel to and from the C.O. Coordinate with various workgroups during collocation provisioning.		
3) LFO Labor Coordination and facilitation of vendor activity inside the CO.		

Amendment--Collocation Power Virtual Collocation		
RATE ELEMENT DESCRIPTION	**MONTHLY RECURRING CHARGES**	**NON RECURRING CHARGES**
4) NSS Project Management -- Set up coordination meetings with various work groups and track job design and construction -- Track job design and construction and coordinate with Vendor and Office Visits -- Travel Time to and from C.0. -- Eliminate roadblocks encountered in the provisioning process and coordinate with all workgroups. -- Develop and distribute CLEC project completion Paperwork including and complete Deviation Checklist Form		
Remove Power Cable-50AMP feed & below Per linear ft.		$24.76
Remove Power Cable-100AMP feed & above Per linear ft.		$22.73
POWER REARRANGEMENT (REFUSING ONLY)		
Power Fuse Rearrangement on AT&T Texas BDFB (50 amps A&B feeds and below)		$1,571.47
Power Fuse Rearrangements on Power Board (100 amps A&B feeds and above)		$1,734.38

Instructions for Completing the CLEC Self Certification Form		
Step #	Fields beginning with	Action Item
1	F2	Indicate if this is a Physical Site Verification or Engineering Site Verification
2	B3	List CLEC Name (Legal Entity)
3	A7	Populate the Access Carrier Name Abbreviation (ACNA) of the company for which this form is being completed.
4	B7	List the complete CLLI 11 for each collocation arrangement that you are certifying.
5	D7	Populate the Relay Rack number of the AT&T BDFB or Power Board (which can be found on the 145P tag) from which each power arrangement is supplied. If the 145P tag is missing, indicate "no tag found" and complete the rest of the certification form.
6	E7	Populate the AT&T Fuse Position (which can be found on the 145P tag) of each power arrangement. If the 145 P tag is missing, indicate "no tag found" and complete the rest of the certification form.
7	F7	Populate the quantity (AMPs) of DC power reported for each power delivery lead.
8	G7	Populate the Billing Account Number (BAN) of the collocation arrangement for which you are completing this form.
9		Upon completing the CLEC SELF CERTIFICATION FORM complete the CLEC SELF CERTIFICATION SIGNATURE PAGE and e-mail the completed forms to the Collocation Service Center (M36966@att.com).

List each CLLI 11 and all power arrangements within each CLLI 11.

Indicate if this is a Physical Site Verification, or an Engineering Site Verification:_____

CLEC Name (Legal Entity):_____ Page ____ of ____

(attach add'l pages as necessary)

ACNA	List CLLI 11 for each collocation arrangement	Please Provide ILEC Fuse Assignments for Each DC Power Arrangement (A&B Lead)			New CLEC Requested Amperage to be billed	Billing Account Number (BAN)
		Lead	"BDFB or Power Board" Relay Rack	Fuse Position		
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
		B				
		A				
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		A				
		B				
		A				
		B				

POWER REQUIREMENTS CERTIFICATION FORM
FOR THE STATE OF TEXAS

CLEC Name (Legal Entity) _____, hereinafter referred to as "_____", requests that all of the power arrangements for each Physical and Virtual Collocation arrangement located in Texas reflect the new CLEC reported usage (AMPS) for all of

***NOTE:** PLEASE REFER TO THE SECOND TAB OF THIS FORM TO SELF CERTIFY EACH POWER ARRANGEMENT FOR EACH CLLI 11.

AT&T will allow a buffer for power consumption of 10% or 5 amps (which ever is greater) of the CLEC reported usage (AMPS). If any changes in equipment or upgrades to equipment result in an increase in CLEC reported usage (AMPS) above the buffer, then CLEC is required to submit an updated certification

CLEC Name (Legal Entity) _____, hereby certifies that all Physical and/or Virtual Collocation power arrangements listed on the second tab of this spreadsheet for the new CLEC reported usage (AMPS) is true and correct through physical or engineering site measured verification.

By: _____
Authorizing Agent for CLEC company

CLEC Phone Number: _____

CLEC Email Address:_____

Date of Certification:_____

PLEASE EMAIL THIS FORM TO THE CSC AT THE CSC ADMN MAILBOX at

NOTE: This form will be used only until the mechanized CLEC Self Certification form becomes available on the CLEC OnLine website. Once the mechanized forms are available, the manual form will

AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS AND AMA COMMUNICATIONS, LLC

This Amendment amends the Interconnection Agreement by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas[1] ("AT&T") and AMA Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T's service territory in the State of Texas.

WITNESSETH:

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended [the "Act"], dated 8/25/2005 (the "Agreement"); and

WHEREAS, the United States District Court for the Western District of Texas issued its order ("Order") in Case No. A-05-CA-862-SS, on August 30, 2006, concluding that certain terms and conditions regarding AT&T's obligation to provide routine network modifications to unbundled network elements must be removed from Section 4.3.2 of Attachment 6: 251(c)(3) Unbundled Network Elements; and

WHEREAS, provisions of the Agreement require the incorporation into the Agreement the terms and conditions established by the Order.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The first sentence in Section 4.3.2 of Attachment 6: 251(c)(3) Unbundled Network Elements is amended by deleting the following phrase: "*without additional charges or minimum term commitments*." Section 4.3.2 as amended now reads as follows in its entirety:

   4.3.2 A routine network modification is an activity that SBC TEXAS regularly undertakes for its own retail customers. Routine network modifications include those activities that SBC TEXAS undertakes to provide service to its own retail customers using loops of the same type and capacity requested by the requesting telecommunications carriers under the same conditions and in the same manner that SBC TEXAS does for its own retail customers, subject to the limitations of 4.3.3, below. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings, splicing of cable, adding a doubler, adding an equipment case, adding a smart jack, installing a repeater shelf, adding a line card, and deploying a new multiplexer or reconfiguring an existing multiplexer.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Texas as AT&T Texas.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "change of law," "intervening law", "successor rates" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

6. This Amendment may require that certain sections of the Agreement shall be replaced and/or modified by the provisions set forth in this Amendment. The Parties agree that such replacement and/or modification shall be accomplished without the necessity of physically removing and replacing or modifying such language throughout the Agreement.

7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Commission and shall become effective upon filing (the "Amendment Effective Date").

10. Reservation of Rights. Nothing contained in this Amendment shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any AT&T tariff, or Applicable Law.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 1ST day of May, 2007, by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

AMA Communications, LLC d/b/a AMA*TechTel Communications

By: Dell Purdy

Printed: Dell Purdy

Title: Regulatory Compliance Mgr
(Print or Type)

Date: 4-24-07

Southwestern Bell Telephone, L.P. d/b/a AT&T Texas by AT&T Operations, Inc., its authorized agent

By: Rebecca L Sparks

Rebecca L. Sparks

Printed:

Title: Executive Director - Regulatory
(Print or Type)

Date: MAY 1 2007

UNE OCN# *0132*
RESALE OCN# *0134*
FACILITIES-BASED OCN# *0132*
ACNA *AFQ*

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T TEXAS
AND
AMA COMMUNICATIONS, LLC d/b/a AMA TECHTEL COMMUNICATIONS

The Interconnection Agreement dated August 25, 2005 by and between Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T Texas")[1] and AMA Communications, LLC d/b/a AMA TechTel Communications ("AMA") ("Agreement") effective in the State of Texas is hereby amended as follows:

1. Section 2 Effective Date, Term, and Termination of the General Terms and Conditions is amended by adding the following section:

   2.2.2 Notwithstanding anything to the contrary in this Section 2, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from November 27, 2008 until November 27, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from AMA, by AT&T Texas pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.

2. The Parties acknowledge and agree that AT&T Texas shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

5. This Amendment shall be filed with and is subject to approval by the Public Utility Commission of Texas and shall become effective ten (10) days following approval by such Commission.

[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Texas as "AT&T Texas".

AMA Communications, LLC d/b/a AMA TechTel Communications

By: Dell Purdy

Name: Dell Purdy
(Print or Type)

Title: Regulatory Compliance Mgr.
(Print or Type)

Date: 02-14-08

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

By: Rebecca L Sparks

Name: Rebecca L. Sparks
(Print or Type)

Title: **EXECUTIVE DIRECTOR - REGULATORY**

Date: 2-26-08

SWITCH-BASED OCN # 0132

UNE OCN # 0132

RESALE OCN # 0134

ACNA AFQ

AT&T Wholesale Amendment

Contract Number: 21012

AMENDMENT

BETWEEN

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

AND

AMA COMMUNICATIONS, LLC D/B/A AMA TECHTEL COMMUNICATIONS

Signature: eSigned - Dell Purdy

Name: eSigned - Dell Purdy
(Print or Type)

Title: Vice President of Regulatory Compliance
(Print or Type)

Date: 06 Oct 2015

AMA Communications, LLC d/b/a AMA Techtel Communications

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 06 Oct 2015

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

State	Resale OCN	ULEC OCN	CLEC OCN
TEXAS	0134	0132	0132

Description	ACNA Code(s)
ACNA(s)	AFQ

AMENDMENT TO THE AGREEMENT BETWEEN AMA COMMUNICATIONS, LLC D/B/A AMA TECHTEL COMMUNICATIONS AND SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

This amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T TEXAS ("**AT&T TEXAS**") and AMA Communications, LLC d/b/a AMA Techtel Communications ("CLEC"). **AT&T TEXAS** and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, **AT&T TEXAS** and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved August 29, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al*., WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Order"), and modify certain provisions related to Customer Information Services.

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, set forth below, and Exhibit A and Exhibit B Pricing Sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.

2. Lifeline and Link Up Services

2.1 Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

3. Customer Information Services (CIS)

3.1 With the exception of 3.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA), Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.

3.2 Add Appendix – Customer Information Services (CIS), attached hereto as Exhibit A, and add the CIS Pricing Appendix Customer Information Services (CIS) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.

3.3 **Add the following provisions to the Attachment or Appendix for Resale**

3.3.1 For Resale service, **AT&T TEXAS** will provide Customer Information Services to **CLEC**'s End Users where technically feasible and/or available to **AT&T TEXAS** retail End Users. Dialing, response, and sound quality will be provided in parity to **AT&T TEXAS** retail End Users.

3.3.2 **CLEC** is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at **CLEC**'s location and its End Users' service locations.

3.3.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by **AT&T TEXAS** 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 TEXAS**.

3.3.4 **AT&T TEXAS** shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by **CLEC**. Applicable rates and charges for services provided to **CLEC** under this Attachment will be billed directly to **CLEC** and shall be the responsibility of **CLEC**.

3.3.5 Charges billed to **CLEC** for all services provided under this Attachment shall be paid by **CLEC** regardless of **CLEC**'s ability or inability to collect from its End Users for such services.

3.3.6 If **CLEC** does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), **CLEC** must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of **CLEC** to order the appropriate toll restriction or blocking on lines resold to End Users. **CLEC** acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. **CLEC** acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

4. Conflict between this Amendment and the Agreement

4.1 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. The Parties agree to replace Section 13.0 from the Agreement with the following language:

13.0 Notices

13.1 Notices given by CLEC to **AT&T TEXAS** 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:

13.1.1 delivered by electronic mail (email).

13.1.2 delivered by facsimile.

13.2 Notices given by **AT&T TEXAS** 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:

13.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 13.4 below.

13.2.2 delivered by facsimile provided CLEC has provided such information in Section 13.4 below.

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

13.3.1 the date of actual receipt.

13.3.2 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.

13.3.3 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.

13.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Dell Purdy Vice President of Regulatory Compliance
STREET ADDRESS	4630 50th Street, Suite 402
CITY, STATE, ZIP CODE	Lubbock, TX 79414
PHONE NUMBER*	(806) 722-2247
FACSIMILE NUMBER	(806) 722-2257
EMAIL ADDRESS	dpurdy@amatechtel.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

13.5 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 13.0. 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.

13.6 In addition, CLEC agrees that it is responsible for providing **AT&T TEXAS** 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 TEXAS** to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 13.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

13.6.1 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.

13.6.2 CLEC may be able to place orders for certain services in **AT&T TEXAS** 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.

13.7 **AT&T TEXAS** 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. The parties agree to add the following definitions to the General Terms and Conditions in the Interconnection Agreement:

"**AT&T-21STATE**" means the AT&T owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

"**AT&T CALIFORNIA**" means the AT&T owned ILEC doing business in California.

"**AT&T MIDWEST REGION 5-STATE**" means the AT&T owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

"**AT&T SOUTHEAST REGION 9-STATE**" means the AT&T owned ILEC(s) doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

"**AT&T SOUTHWEST REGION 5-STATE**" means the AT&T owned ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

8. 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. For 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.

ATTACHMENT 06 – CUSTOMER INFORMATION SERVICES

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1.0 Introduction

1.1 The following services are provided as Customer Information Services – Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in **AT&T-21STATE**'s local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches,

1.2.1.2 Resale of **AT&T-21STATE** Retail OS/DA service, or

1.2.1.3 Leased Local Circuit Switching from **AT&T-21STATE**.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and **AT&T-21STATE** shall be the wholesale provider of OS/DA operations to CLEC. **AT&T-21STATE** shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, **AT&T-21STATE** shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where technically feasible and available, **AT&T-21STATE** operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, **AT&T-21STATE**'s OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.8 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 INW:

1.3.1 This Attachment also sets forth terms and conditions for INW for Facilities-Based CLECs.

1.3.2 Where technically feasible and available, when an operator dials the appropriate Toll Center Code in addition to the inward code, the **AT&T-21STATE** INW operator will provide the Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

1.4 DAL:

1.4.1 This Attachment sets forth terms and conditions under which CLEC agrees to purchase DAL information from **AT&T-21STATE**.

1.5 White Pages:

1.5.1 This Attachment sets forth terms and conditions that apply to Facility-Based CLECs for subscriber listing information in white page directories provided by **AT&T-21STATE.**

2.0 Definitions

2.1 "Busy Line Verification (BLV)" means a service in which an End User asks an operator to verify a conversation in progress.

2.2 "Busy Line Verification/Interrupt (BLV/I)" means a service in which an End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

2.3 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.4 "Facilities-Based CLEC" means a CLEC that provides service through its own switch, a Third Party provider's switch or via local circuit switching leased from **AT&T-21STATE** via a stand-alone agreement.

2.5 "General Assistance" means a service in which an operator calls the INW operator seeking assistance in dialing a number. For example, the assistance could be required for attempting to dial a number where a 'no ring' condition has been encountered.

2.6 "Services" means Operator Services/Directory Assistance (OS/DA), Inward Assistance Operator Services (INW), Directory Assistance Listings (DAL) and White Pages.

2.7 "Toll Center Code" means the three digit access tandem code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain INW.

3.0 Operator Services (OS) / Directory Services (DA)

3.1 Dialing Parity:

3.1.1 **AT&T-21STATE** will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with **AT&T-21STATE** retail OS/DA services.

3.2 Response Parity:

3.2.1 Where technically feasible and/or available, CLEC's End Users shall be answered by **AT&T-21STATE**'s OS and DA platforms with the same priority and using the same methods as for **AT&T-21STATE**'s End Users.

3.2.2 Any technical difficulties in reaching the **AT&T-21STATE** OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with **AT&T-21STATE** End Users served via that same **AT&T-21STATE** End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with **AT&T-21STATE**'s OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) within which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0-, 0+, 411, 1411, or 555-1212 shall be deemed the End User's physical

billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the **AT&T-21STATE**'s OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an **AT&T-21STATE** local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the **AT&T-21STATE**'s OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the **AT&T-21STATE**'s switch (es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from **AT&T-21STATE**'s intrastate Special Access Tariff.

3.3.5 General OS/DA Trunking Requirements:

3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate **AT&T-21STATE** OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, **AT&T-21STATE** will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the **AT&T-21STATE** End Offices to the **AT&T-21STATE** OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each **AT&T-21STATE** OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups and Their Requirements:

3.3.6.1 OS Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the **AT&T-21STATE** OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

3.3.6.2 DA/ DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the **AT&T-21STATE** DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In **AT&T-12STATE**, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In **AT&T SOUTHEAST REGION 9-STATE**, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate

traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.3 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks:

3.3.6.3.1 Where available, when CLEC wishes for **AT&T-21STATE** to perform Busy Line Verification or Emergency Interrupt for CLEC End Users a segregated one-way BLV trunk group with MF signaling from **AT&T-21STATE**'s OS switch to CLEC's switch serving End Users in that LATA will be required. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

3.4 OS Offerings:

3.4.1 OS Rate Structure:

3.4.1.1 **AT&T-21STATE** will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where technically feasible and/or available). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 OS Call Processing:

3.4.2.1 **AT&T-21STATE** will provide OS to CLEC End Users where technically feasible and/or available to **AT&T-21STATE** End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call. **AT&T-21STATE** will provide the following OS services to CLEC End User:

3.4.2.1.1 General Assistance - The End User dialing 0- or 0+, asks the OS operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls (e.g., handling emergency calls, handling credits, etc.).

3.4.2.1.2 Calling Card - The End User dialing 0- or 0+, provides the OS operator with a Calling Card number for billing purposes, and seeks assistance in completing the call.

3.4.2.1.3 Collect - The End User dialing 0- or 0+, asks the OS operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.

3.4.2.1.4 Third Number Billed - The End User dialing 0- or 0+, asks the OS operator to bill the call to a different number than the calling or called number.

3.4.2.1.5 Person-To-Person- The End User dialing 0- or 0+, asks the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.4.2.1.6 Busy Line Verification (BLV) - A service in which the End User asks an OS operator to verify a conversation in progress.

3.4.2.1.7 Busy Line Interrupt (BLV/I) - A service in which the End User asks an operator to verify and interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.5 DA Offerings:

3.5.1 DA Rate Structure:

3.5.1.1 **AT&T-21STATE** DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 DA Call Processing:

3.5.2.1 **AT&T-21STATE** will provide DA Services to CLEC End Users where technically feasible and available to **AT&T-21STATE** End Users served in accordance with DA Services methods and practices that are in effect at the time CLEC End User makes a DA call. **AT&T-21STATE** will provide the following DA services to a CLEC End User.

3.5.2.1.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.1.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.

3.5.2.1.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.1.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.1.5 Business Category Search (BCS) - A service callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

3.6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself. CLEC may custom brand or brand with silence.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to **AT&T-21STATE** in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 **AT&T-21STATE** will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.2 If CLEC does not wish to custom brand the OS/DA calls, CLEC End Users will hear silence upon connecting with the OS/DA switch by having **AT&T-21STATE** load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to OS/DA platform with all other OS/DA calls, for which brand loading charges will still apply.

3.6.2.1 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold **AT&T-21STATE** harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.3 **AT&T-21STATE** will be responsible for loading the CLEC provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to **AT&T-21STATE** End Users. CLEC will be responsible for paying the initial

recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

3.6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

3.6.5 Where CRR is technically feasible and/or available, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS operator.

3.6.6 Where CRR is available, **AT&T-21STATE** will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

3.6.7 CRR load charges are assessed per loaded set of rates/references, where Consolidated Reference Rater is available, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service:

3.6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in **AT&T-21STATE** OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in **AT&T-21STATE** OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 Inward Assistance Operator Services (INW)

4.1 Responsibilities of the Parties:

4.1.1 To the extent that CLEC elects to interconnect with **AT&T-21STATE**'s operator assistance switches, the CLEC's responsibilities are described below.

4.1.2 CLEC shall be financially responsible for the transport facilities to the **AT&T-21STATE**'s switch(es). CLEC may self-provision these INW facilities, lease them from Third Parties, or lease them from **AT&T-21STATE**'s intrastate Special Access Tariff.

4.1.3 The CLEC will initiate an ASR for a one-way trunk group from its designated operator assistance switch to the **AT&T-21STATE** operator assistance switch utilizing MF signaling.

4.2 CLEC will request in writing, thirty calendar (30) days in advance of the date when the INW are to be provided, unless otherwise agreed to by **AT&T-21STATE**. CLEC or its designated OS providers shall submit an ASR to **AT&T-21STATE** to establish any new interconnection trunking arrangements.

4.2.1 CLEC must provide one (1) Carrier Identification Code (CIC) for its CLEC or Incumbent Exchange Carrier business operation and an additional CIC for its IXC business operation if the CLEC wishes to receive separate billing data for its CLEC and IXC operations.

4.3 Specifics of INW Offering and Pricing:

4.3.1 Toll Center Codes will be used by the CLEC operators for routing and connecting to the **AT&T-21STATE** operator assistance switches. These codes are specific to the various **AT&T-21STATE** LATAs where **AT&T-21STATE** operator assistance switches are located.

4.3.2 **AT&T-21STATE** OS will require a Toll Center Code for the CLEC OS assistance switch. This code will be the routing code used for connecting the **AT&T-21STATE** operator to the CLEC operator on an inward basis.

4.3.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the LERG.

4.3.4 **AT&T-21STATE** pricing for INW shall be based on the rates specified in the Pricing Sheet.

4.4 If the CLEC terminates INW or OS/DA service prior to the expiration of the term of this Agreement, CLEC shall pay **AT&T-21STATE**, within thirty (30) calendar days of the issuance of any bills by **AT&T-21STATE**, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by **AT&T-21STATE** pursuant to this Attachment prior to its termination.

4.5 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.0 Directory Assistance Listings (DAL)

5.1 Responsibilities of the Parties:

5.1.1 Where technically feasible and available, **AT&T-21STATE** will provide DAL information referred to as Directory Assistance Listing (DAL) in **AT&T SOUTHWEST REGION 5-STATE**, Directory Assistance Listing Information Service (DALIS) in **AT&T CALIFORNIA**, Dialing Parity Directory Listings (DPDL) in **AT&T MIDWEST REGION 5-STATE**, Directory Assistance List License (DALL) in **AT&T NEVADA** and Directory Assistance Database Services (DADS) in **AT&T SOUTHEAST REGION 9-STATE** (hereinafter collectively referred to as DAL).

5.1.2 **AT&T-21STATE** owns and maintains the database containing DAL information (name, address and published telephone number, or an indication of "non-published status") of telephone service subscribers.

5.1.3 **AT&T-21STATE** uses the DAL information in its database to provide directory assistance (DA) service to End Users who call **AT&T-21STATE**'s DA to obtain such information.

5.1.4 Inasmuch as **AT&T-21STATE** provides DA service under contract for ILECs and CLECs, **AT&T-21STATE**'s database also contains DAL information of other ILEC and CLEC telephone service subscribers.

5.1.5 CLEC, or its agent, who choose to provide DA service to CLEC's End Users located in the CLEC's service area may load its database with DAL contained in **AT&T-21STATE**'s DA database.

5.1.6 **AT&T-21STATE** agrees to license requested DAL information contained in its database, under the following terms and conditions:

5.1.6.1 **AT&T-21STATE** shall provide DAL information in a mutually acceptable format.

5.1.6.2 **AT&T-21STATE** shall provide DAL information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **AT&T-21STATE** will provide to CLEC the initial load of DAL information in a mutually agreed upon timeframe.

5.2 Product Specific Service Delivery Provisions:

5.2.1 Use of DAL Information:

5.2.1.1 CLEC may use the DAL information licensed and provided pursuant to this Attachment in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of DAL.

5.2.1.2 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information when available. The information provided for non-published telephone service subscribers can only be used for two (2) purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published telephone service subscribers may be used for verification of the non-published status of the listing. If a caller provides the address for a requested listing, CLEC may verify the non-published status of the requested listing by matching the caller-provided address with the address in CLEC's database. CLEC however, may not provide the address information of a requested listing of a non-published telephone service subscriber to a caller under any circumstances, including when verifying the address. CLEC can notify the End User that the requested listing is non-published.

5.3 Other:

5.3.1 Pricing:

5.3.1.1 The prices at which **AT&T-21STATE** agrees to provide CLEC with DAL are provided for in the Pricing Sheet.

5.3.2 Breach of Contract:

5.3.2.1 In the event a Party is found to have materially breached the DAL provision of this Attachment, such breach shall be remedied immediately and the non-breaching Party shall have the right to terminate the breaching Party's DAL license, without terminating its own rights hereunder, upon fourteen (14) calendar days Notice, until the other Party's breach is remedied. Further should CLEC breach the DAL provisions of this Attachment, it shall immediately cease use of **AT&T-21STATE**'s DAL information.

5.3.3 Term of DAL Service:

5.3.3.1 After twelve (12) consecutive months of service, either Party may terminate the DAL services provided under this Attachment, without termination liability, upon one hundred-twenty (120) calendar days' written Notice to the other Party.

5.3.3.2 If the CLEC terminates this service prior to the first twelve (12) consecutive months of the contract term, CLEC shall pay **AT&T-21STATE**, within thirty (30) calendar days of the issuance of any bills by **AT&T-21STATE**, all amounts due for actual services provided under this Attachment, plus the monthly or estimated charges for the remainder of the first twelve (12) months of the contract term, plus costs incurred by **AT&T-21STATE** associated with the provision of the DAL database.

5.3.4 Ordering:

5.3.4.1 To order DAL service, CLEC shall use a DAL Order Application form as provided by **AT&T-21STATE**.

6.0 White Pages

6.1 General Provisions:

6.1.1 **AT&T-21STATE** will make available to CLEC, for CLEC End Users, non-discriminatory access to white pages directory listings, as described herein.

6.1.2 **AT&T-21STATE** will meet state requirements through itself or a contracted vendor to publish alphabetical white pages directories in multiple formats, including printed directories, CD-ROM and other electronic formats for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement. CLEC provides local exchange telephone service in the same area(s) and CLEC wishes to include listing information for its End Users located in **AT&T-21STATE**'s ILEC Territory in the appropriate white pages directories.

6.2 Responsibilities of the Parties:

6.2.1 Subject to **AT&T-21STATE**'s practices, as well as the rules and regulations applicable to the provision of white pages directories, **AT&T-21STATE** will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the ILEC Territory. The rules, regulations and **AT&T-21STATE** practices are subject to change from time to time. When CLEC provides its subscriber listing information to **AT&T-21STATE** listings database, CLEC will receive for its End User, one primary listing in **AT&T-21STATE** white pages directory and a listing in **AT&T-21STATE**'s DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

6.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from **AT&T SOUTHEAST REGION 9-STATE**, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in **AT&T-21STATE**'s tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

6.2.1.2 Listing Information Confidentiality:

6.2.1.2.1 **AT&T-21STATE** will afford CLEC's directory listing information the same level of confidentiality that **AT&T-21STATE** affords its own directory listing information.

6.2.1.3 Unlisted/Non-Published End Users:

6.2.1.3.1 CLEC will provide to **AT&T-21STATE** the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in the Pricing Sheet.

6.2.1.4 Additional, Designer and Other Listings:

6.2.1.4.1 Where a CLEC End User requires foreign, enhanced, designer or other listings in addition to the primary listing to appear in the white pages directory, **AT&T-21STATE** will offer such listings at rates as set forth in **AT&T-21STATE**'s tariffs and/or service guidebooks.

6.2.2 CLEC shall furnish to **AT&T-21STATE** subscriber listing information pertaining to CLEC End Users located within the ILEC Territory, along with such additional information as **AT&T-21STATE** may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

6.2.3 CLEC will provide accurate subscriber listing information of its subscribers to **AT&T-21STATE** via a mechanical or manual feed of the directory listing information to **AT&T-21STATE**'s Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of

the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among **AT&T-21STATE**'s subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

6.2.4 Distribution of Directories:

6.2.4.1 Each CLEC subscriber will receive one copy per primary End User listing, as provided by CLEC, of the appropriate **AT&T-21STATE** white pages directory in the same manner, format and at the same time that they are delivered to **AT&T-21STATE**'s subscribers during the annual delivery of newly published directories.

6.2.4.2 **AT&T-21STATE** has no obligation to provide any additional white page directories above the directories provided to CLEC End Users as specified in Section 6.2.5.1 above.

6.2.4.3 CLEC subscribers may receive for additional directories in the same manner and format as they are made available to **AT&T-21STATE**'s subscribers.

6.2.5 **AT&T-21STATE** shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

6.2.6 Use of Subscriber Listing Information:

6.2.6.1 **AT&T-21STATE** agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as **AT&T-21STATE**'s subscriber listing information. In exchange for **AT&T-21STATE** serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes **AT&T-21STATE** to include and use the CLEC subscriber listing information provided to **AT&T-21STATE** DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is **AT&T-21STATE**'s use of CLEC's subscriber listing information in **AT&T-21STATE**'s DA, DA related products and services, and directory publishing products and services.

6.2.6.2 **AT&T-21STATE** further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for **AT&T-21STATE**'s receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with **AT&T-21STATE**'s subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by **AT&T-21STATE**.

6.2.7 CLEC further agrees to pay all costs incurred by **AT&T-21STATE** and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

6.2.8 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

6.2.9 Breach of Contract:

6.2.9.1 If either Party is found to have materially breached the white pages directory terms of this Attachment, the non-breaching Party may terminate the white pages directory terms of this

Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by **AT&T-21STATE** and/or its Affiliates and vendor as a result of such CLEC breach.

7.0 General Conditions:

7.1 Notwithstanding the foregoing, **AT&T-21STATE** reserves the right to suspend, modify or terminate, without penalty, this Attachment in its entirety or any Service(s) or features of Service(s) offerings that are provided under this Attachment on ninety (90) days' written notice.

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per call		ZZUO7		$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call		ZZUO5		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE	Directory Assistance Non-Pub Emergency Service				$2.00	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	$1,500.00	NA	per state, per OCN
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub Emergency Service				$2.10	NA	NA	
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types (Including Busy Line Verify [BLV] and Busy Line Verification/Interrup [BLV/I]) per work second		ZZUO2		$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	$1,500.00	NA	per state, per OCN

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

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

AND

AMA COMMUNICATIONS, LLC D/B/A AMA TECHTEL COMMUNICATIONS

Signature: eSigned - Dell Purdy

Name: eSigned - Dell Purdy
(Print or Type)

Title: VP Revenue Assurance
(Print or Type)

Date: 01 Aug 2016

AMA Communications, LLC d/b/a AMA TechTel Communications

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 05 Aug 2016

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

State	Resale OCN	ULEC OCN	CLEC OCN
TEXAS	0134	0132	0132

Description	ACNA Code(s)
ACNA(s)	AFQ

AMENDMENT TO THE AGREEMENT BETWEEN AMA COMMUNICATIONS, LLC D/B/A AMA TECHTEL COMMUNICATIONS AND SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

This amendment ("Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T TEXAS ("AT&T") and AMA Communications, LLC d/b/a AMA TechTel Communications ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved August 29, 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

WHEREAS, the Parties desire to amend the Agreement to implement the *Petition of USTelecom for Forbearance Pursuant to* 47 U.S.C. § 160(c) from Enforcement of Obsolete ILEC Legacy Regulations That Inhibit Deployment of Next-Generation Networks, WC Docket No. 14-192, Released December 28, 2015 ("FCC US Telecom Forbearance Order"), and

WHEREAS, the Parties desire to add rates and provisions related to Transit Traffic Services and to modify certain provisions related to Customer Information Services.

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A - AT&T Transit Traffic Service Attachment, Exhibit B – Customer Information Services, and Exhibit C - 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 C, for the termination of all Section 251(b)(5) Traffic exchanged between the Parties in the applicable state(s). The intercarrier compensation rates included in Exhibit C hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

3. **Forbearance**

   3.1. Delete the rates, terms and conditions related to the unbundling of a 64 kbps voice-grade channel to provide narrowband services over fiber where an incumbent LEC retires a copper loop it has overbuilt with a fiber-to-the-home or fiber-to-the-curb loop.

4. **Transit Traffic Services**

   4.1. Add Attachment – Transit Traffic Service, attached hereto, as Exhibit A and rates reflected in the Pricing Sheet(s), attached hereto as Exhibit C to the Agreement. The rates and provisions of Exhibit A and C shall apply to Transit Traffic Service provided in the State of Texas.

5. **Customer Information Services (CIS)**

   5.1. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit B; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit C, to the Agreement.

6. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

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 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.

AT&T TRANSIT SERVICE PROVIDER TRANSIT TRAFFIC SERVICE EXHIBIT A

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1.0 Introduction

1.1 This Exhibit A sets forth the rates, terms and conditions for Transit Traffic Service when AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS acts as a Transit Service Provider ("AT&T-TSP") for CLEC. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T-TSP's End Users. Transit Traffic Service allows CLEC to exchange CLEC originated traffic with a Third Party Terminating Carrier, to which CLEC is not directly interconnected, and it allows CLEC to receive traffic originated by a Third Party Originating Carrier. AT&T-TSP offers Transit Traffic Services to interconnected CLECs or to interconnected Out of Exchange Local Exchange Carriers.

2.0 Definitions

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

2.1 "AT&T Transit Service Provider" or "AT&T-TSP" means as applicable, AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS as those entities provide Transit Traffic Services to CLEC and Third Parties.

2.2 "Local" means physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency; or physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

2.3 "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

2.4 "Third Party Originating Carrier" means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP's network and is delivered to CLEC.

2.5 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when CLEC originates traffic that is sent through AT&T-TSP's network using AT&T-TSP's Transit Traffic Service.

2.6 "Transit Traffic" means traffic originating on CLEC's network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier's network or traffic from a Third Party Originating Carrier's network and delivered to CLEC. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP is not considered Transit Traffic for the purposes of this Exhibit. Additionally Transit Traffic does not include traffic to/from IXCs.

2.7 "Transit Traffic MOUs" means all Transit Traffic minutes of use to be billed at the Transit Traffic rate by AT&T-TSP.

2.8 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between CLEC and a Third Party Originating or Terminating Carrier, where CLEC is directly interconnected with an AT&T-TSP's Tandem.

3.0 Responsibilities of the Parties

3.1 AT&T-TSP will provide CLEC with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA, or outside of that LATA to the extent a LATA boundary waiver exists.

3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on CLEC's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T-TSP End User.

4.0 CLEC Originated Traffic

4.1 CLEC acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for

Transit Traffic that CLEC originates. AT&T-TSP will directly bill CLEC for CLEC-originated Transit Traffic. AT&T-TSP will not act as a billing intermediary, i.e., clearinghouse, between CLEC and Third Party Terminating Carriers, nor will AT&T-TSP pay any termination charges to the Third Party Terminating Carriers on behalf of CLEC.

4.2 If CLEC originates Transit Traffic destined to a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, then CLEC will indemnify, defend and hold harmless AT&T-TSP against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-TSP for such Transit Traffic. Furthermore, If CLEC originates Transit Traffic destined for a Third Party Terminating Carrier with which CLEC does not have a traffic compensation arrangement, and a regulatory agency or court orders AT&T-TSP to pay such Third Party Terminating Carrier for the Transit Traffic AT&T-TSP has delivered to the Third Party Terminating Carrier, then CLEC will indemnify AT&T-TSP for any and all Losses related to such regulatory agency or court order, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic Termination charges, and any billing and collection costs that AT&T-TSP may incur to collect any of the foregoing charges, interest or costs from CLEC.

4.3 CLEC shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T-TSP's network. CLEC shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then CLEC agrees to cooperate to investigate and take corrective action. If CLEC is sending CPN to AT&T-TSP, but AT&T-TSP is not receiving proper CPN information, then CLEC will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from CLEC, then AT&T-TSP cannot forward any CPN to the Third Party Terminating Carrier, and CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from CLEC's failure to include CPN with Transit Traffic that AT&T-TSP delivers to a Third Party Terminating Carrier on behalf of CLEC.

4.4 CLEC, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

5.0 CLEC Terminated Traffic

5.1 CLEC shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service for calls terminated to CLEC.

5.2 Where AT&T-TSP is providing Transit Traffic Service to CLEC, AT&T-TSP will pass the CPN received from the Third Party Originating Carrier to CLEC. If AT&T-TSP does not receive CPN from the Third Party Originating Carrier, then AT&T-TSP cannot forward CPN to CLEC; therefore, CLEC will indemnify, defend and hold harmless AT&T-TSP from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T-TSP or CLEC identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, CLEC agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or CLEC is not properly receiving the information, then CLEC will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.

5.3 CLEC agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T-TSP is not obligated to pay CLEC for such Transit Traffic, and AT&T-TSP is not to be deemed or considered as the default originator of such Transit Traffic.

6.0 Transit Traffic Routing/Trunk Groups

6.1 When CLEC has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T-TSP, CLEC shall trunk to AT&T-TSP Tandems in such LATA pursuant to terms in the network interconnection/network trunking attachment or appendix to this Agreement. In the event CLEC has no switch in a LATA in which it desires to send Transit Traffic through AT&T-TSP, CLEC shall establish one or more POIs within such LATA and trunk from each POI to AT&T-TSP's Tandems in such LATA.

6.2 CLEC shall route Transit Traffic to the AT&T-TSP Tandem from which the Third Party Terminating Carrier switch subtends.

6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by CLEC shall be considered misrouted. Transit

Traffic routed by CLEC through AT&T-TSP's End Office shall be considered misrouted. Upon written notification from AT&T-TSP of misrouting of Transit Traffic, CLEC will correct such misrouting within sixty (60) days.

6.4 In AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA, and/or AT&T TEXAS, the same facilities and trunking (ordering, provisioning, servicing, etc.) used to route Section 251(b)(5) Traffic will be used by AT&T-TSP to route Transit Traffic.

6.5 In AT&T KENTUCKY and/or AT&T NORTH CAROLINA, the same facilities and trunking (ordering, provisioning, servicing, etc.) used for transit trunk groups will be utilized for the routing of Transit Traffic.

7.0 Direct Trunking Requirements.

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

8.0 Transit Traffic Rate Application

8.1 AT&T CALIFORNIA, AT&T INDIANA, and/or, AT&T OHIO only,

8.1.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T CALIFORNIA, AT&T INDIANA, and/or AT&T OHIO, Transit Traffic MOUs include Local and IntraLATA toll minutes of use. CLEC agrees to compensate AT&T CALIFORNIA, AT&T INDIANA and/or AT&T OHIO as a transit service provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

8.2 AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA, and/or AT&T TEXAS only

8.2.1 The applicable Transit Traffic Service rate applies to all Transit Traffic MOUs. For AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS, Transit Traffic MOUs include Local minutes of use only. CLEC agrees to compensate AT&T ARKANSAS, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T OKLAHOMA, AT&T NORTH CAROLINA and/or AT&T TEXAS as a Transit Service Provider for the rate elements at the rate set forth in the Transit Traffic Service Pricing Schedule, Exhibit B.

8.3 AT&T MISSOURI only

8.3.1 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate elements shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for AT&T MISSOURI.

8.4 AT&T KENTUCKY and/or AT&T NORTH CAROLINA only

8.4.1 Traffic between CLEC and Wireless Type 1 Third Parties or Wireless Type 2A Third Parties that do not engage in Meet Point Billing with AT&T KENTUCKY and/or AT&T NORTH CAROLINA shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.4.2 CLEC shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T KENTUCKY and/or AT&T NORTH CAROLINA as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

ATTACHMENT 06 – OPERATOR SERVICES AND DIRECTORY ASSISTANCE

(f/k/a **CUSTOMER INFORMATION SERVICES)**

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1.0 INTRODUCTION

1.1 This Attachment sets forth the rates, terms and conditions under which AT&T-21STATE shall provide Operator Services/Directory Assistance (OS/DA) and Listings.

1.2 OS/DA:

1.2.1 This Attachment sets forth the rates, terms and conditions under which the Parties shall jointly carry out OS/DA on a wholesale basis for CLEC End Users residing in AT&T-21STATE's local Exchange territory, regardless of whether CLEC is serving its End Users via:

1.2.1.1 CLEC's own physical Switches; or

1.2.1.2 Resale of AT&T-21STATE Retail OS/DA service.

1.2.2 CLEC shall be the retail OS/DA provider to its End Users, and AT&T-21STATE shall be the wholesale provider of OS/DA operations to CLEC. AT&T-21STATE shall answer CLEC's End User OS/DA calls on CLEC's behalf, as follows:

1.2.2.1 When the End User dials 0- or 0+ the telephone number, AT&T-21STATE shall provide the Operator Services described in Section 3.4 below. CLEC may set its own retail OS/DA rates, and CLEC therefore acknowledges its responsibility to obtain (a) End User agreement to the OS/DA retail rates (e.g., by tariff or contract), and (b) any necessary regulatory approvals for its OS/DA retail rates.

1.2.2.2 In response to CLEC End User inquiries about OS/DA rates, where available and technically feasible, AT&T-21STATE operators shall quote CLEC retail OS/DA rates, provided by CLEC (see Section 3.6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T-21STATE's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 3.6 below).

1.2.3 CLEC shall pay the applicable OS/DA rates found in the Pricing Sheet based upon CLEC's status as a Facilities-Based CLEC or a reseller. Provided however, CLEC may serve both as a reseller and as a facilities-based provider and CLEC may convert its facilities-based End Users to Resale service, or vice versa, as described below in Section 3.6.7 below.

1.2.3.1 CLEC acknowledges and understands that wholesale OS/DA rates differ between Resale and facilities-based service, and that both types of OS/DA wholesale rates are listed in the Pricing Sheet.

1.2.3.2 Billing and payment details, including the assessment of late payment charges for unpaid balances, are governed by the General Terms and Conditions in this Agreement.

1.3 Listings:

1.3.1 This Attachment sets forth terms and conditions that apply to Resale and Facility-Based CLECs for subscriber listing information provided by AT&T-21STATE.

2.0 DEFINITIONS

2.1 "Consolidated Reference Rater (CRR)" provides reference information (business office and repair numbers) and rate quotes for CLEC End Users.

2.2 "Facilities-Based CLEC" means a CLEC that provides service through its own switch or a Third Party provider's switch.

2.3 "General Assistance" means a service in which the End User dialing - 0 asks the OS operator for assistance. The operator will respond in accordance with OS methods and practices that are in effect at the time the End User makes an OS call where available and technically feasible.

2.4 "Listings" means information identifying the listed names of subscribers of carriers and subscribers' telephone numbers, addresses or primary advertising classification or any combination, and that carrier or affiliate has published, caused to be published or accepted for publication in any directory format.

2.5 "Services" means Operator Services/Directory Assistance (OS/DA) and Listings.

2.6 "Toll Center Code" means the three digit access tandem code ("ATC") that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions.

3.0 OPERATOR SERVICES (OS) / DIRECTORY ASSISTANCE (DA)

3.1 Dialing Parity:

3.1.1 AT&T-21STATE will provide OS/DA to CLEC's End Users with no unreasonable dialing delays and at dialing parity with AT&T-21STATE retail OS/DA services.

3.2 Response Parity:

3.2.1 Where available and technically feasible, CLEC's End Users shall be answered by AT&T-21STATE's OS and DA platforms with the same priority and using the same methods as for AT&T-21STATE's End Users.

3.2.2 Any technical difficulties in reaching the AT&T-21STATE OS/DA platform (e.g., cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T-21STATE End Users served via that same AT&T-21STATE End Office Switch.

3.3 Requirements to Physically Interconnect:

3.3.1 This section describes the physical interconnection and trunking requirements for a Facilities-Based CLEC to interconnect with AT&T-21STATE's OS/DA switches.

3.3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the point of interconnection for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be in the Local Access and Transport Area (LATA) in which the CLEC's OS/DA traffic originates.

3.3.2.1 Because CLEC's switch may serve End Users in more than one LATA, the Parties agree that CLEC's OS/DA traffic originates from the physical location of the End User dialing 0, 411, or 555-1212 and not the physical location of CLEC's switch.

3.3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the End User dialing 0, 411, or 555-1212 shall be deemed the End User's physical billing address, regardless of whether the End User may be roaming at the time of placing the OS/DA call.

3.3.3 The Parties will establish an OS/DA demarcation point at the AT&T-21STATE's OS/DA switch. By mutual agreement, an alternative OS/DA demarcation point may be determined based on the following factors:

3.3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic;

3.3.3.2 Whether CLEC wishes to interconnect for OS or DA, or both;

3.3.3.3 Whether CLEC or CLEC's Affiliate is collocated in an AT&T-21STATE local tandem office and wishes to use the collocation as the OS/DA demarcation point; and

3.3.3.4 Whether CLEC or CLEC's Affiliate already has existing OS/DA facilities in place to the AT&T-21STATE's OS/DA platforms.

3.3.4 CLEC shall be financially responsible for the transport facilities to the AT&T-21STATE's switch(es). CLEC may self-provision these OS/DA facilities, lease them from Third Parties, or lease them from AT&T-21STATE's intrastate Special Access Tariff. CLEC shall remain financially responsible for the transport facilities to the AT&T-21STATE's switch(es) and/or any one-way trunk groups from its designated operator assistance and directory assistance (or OA/DA) switch to the AT&T-21STATE operator assistance switch until CLEC initiates and successfully disconnects such transport facilities and/or trunk groups.

3.3.5 General OS/DA Trunking Requirements:

3.3.5.1 CLEC will initiate an Access Service Request (ASR) for all OS/DA trunk groups from its switch to the appropriate AT&T-21STATE OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T-21STATE will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunks between the Parties.

3.3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T-21STATE End Offices to the AT&T-21STATE OS/DA switches that are equipped to accept 10-Digit Signaling for Automatic Number Identification (ANI).

3.3.5.3 Where EAOSS is not available, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T-21STATE OS/DA switch for each served Numbering Plan Area (NPA) in the LATA.

3.3.6 Specific OS/DA Trunk Groups and Their Requirements

3.3.6.1 Operator Service Trunks:

3.3.6.1.1 CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE OS switch serving OS End Users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2 DA/DA Call Completion (DACC) Trunks:

3.3.6.2.1 Where permitted, CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T-21STATE DA switch serving DA End Users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier.

3.3.6.2.2 In AT&T-12STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier from that used for a DA/DACC only trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.3.6.2.3 In AT&T SOUTHEAST REGION 9-STATE, if OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with an appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

3.4 Operator Services Call Processing and Rates:

3.4.1 AT&T-21STATE will assess its OS charges based upon whether the CLEC End User is receiving (a) manual OS (i.e., provided via an operator), or (b) automated OS (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without operators where available and technically feasible). The Pricing Sheet contains the full set of OS recurring and nonrecurring rates.

3.4.2 AT&T-21STATE will provide OS to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with OS methods and practices in effect at the time the CLEC End User makes an OS call.

3.5 Directory Assistance Call Processing and Rates:

3.5.1 AT&T-21STATE DA charges are assessed on a flat rate per call, regardless of call duration. The Pricing Sheet contains the recurring and nonrecurring rates.

3.5.2 AT&T-21STATE will provide DA Services to CLEC End Users where available and technically feasible to AT&T-21STATE End Users served in accordance with DA Services methods and practices that are in effect

at the time CLEC End User makes a DA call. AT&T-21STATE will provide the following DA services to a CLEC End User:

3.5.2.1 Local Directory Assistance - Consists of providing published name and telephone number.

3.5.2.2 Directory Assistance Call Completion (DACC) - A service in which a local or an intraLATA call to the requested number is completed.

3.5.2.3 National Directory Assistance (NDA) - A service whereby callers may request published name and telephone number outside their LATA or local calling area for any listed telephone number in the United States.

3.5.2.4 Reverse Directory Assistance (RDA) - Consists of providing listed local and national name and address information associated with a telephone number.

3.5.2.5 Business Category Search (BCS) - A service whereby callers may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

3.6 OS/DA Non-recurring Charges for Loading Automated Call Greeting (i.e., Brand Announcement), Rates and Reference Information:

3.6.1 CLEC End Users will hear silence upon connecting with the OS/DA switch. As an alternative to silence, CLEC may custom brand for which custom brand charges will apply.

3.6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T-21STATE in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

3.6.1.2 AT&T-21STATE will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner. CLEC will be responsible for paying subsequent loading and testing charges.

3.6.1.3 CLEC understands that End Users may not perceive silent announcements as ordinary mechanical handling of OS/DA calls.

3.6.1.4 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T-21STATE harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing End User.

3.6.2 AT&T-21STATE will be responsible for loading the CLEC provided recording into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T-21STATE End Users. CLEC will be responsible for paying the initial recording announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above.

3.6.3 Branding load charges are assessed per loaded recording, per OCN, per switch. For example, a CLEC Reseller may choose to brand under a different name than its facilities-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the branding or silent load charge. These charges are mandatory, nonrecurring, and are found in the Pricing Sheet.

3.6.4 Where Consolidated Reference Rater (“CRR”) is available and technically feasible, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair center) are loaded into the system utilized by the OS operator.

3.6.5 Where CRR is available and technically feasible, AT&T-21STATE will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

3.6.6 CRR load charges are assessed per loaded set of rates/references, where CRR is available and technically feasible, per OCN, per state. For example, a CLEC reseller may choose to rate differently than its Facilities-Based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, with each loading incurring the rate/reference charge. These charges are mandatory, nonrecurring and are found in the Pricing Sheet.

3.6.7 Converting End Users from prior branded service to CLEC or silent-branded service, or between Resale and facilities-based service:

3.6.7.1 To the extent that CLEC has already established the branding/silent announcement recording in AT&T-21STATE OS/DA switches for both Resale and facilities-based service, then no non-recurring charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.

3.6.7.2 To the extent that CLEC has not established the branding announcement recording in AT&T-21STATE OS/DA switches for Resale and/or facilities-based service, then non-recurring charges apply to set up the OS/DA call for the new type of service, as is described in Section 3.6 above, and at the rates set forth in the Pricing Sheet.

4.0 LISTINGS

4.1 General Provisions:

4.1.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings, as described herein.

4.1.2 AT&T-21STATE will meet state requirements to make available listings through itself or a contracted vendor to provide listings for its ILEC Territory, as defined in the General Terms and Conditions of this Agreement.

4.2 Responsibilities of the Parties:

4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

4.2.1.2 Listing Information Confidentiality:

4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

4.2.1.3 Unlisted/Non-Published End Users:

4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 Distribution of Directories:

4.2.3.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's subscribers.

4.2.4 AT&T-21STATE shall direct its publishing vendor to offer CLEC the opportunity to include in the "Information Pages", or comparable section of its white pages directories (covering the territory where CLEC is certified to provide local service), information provided by CLEC for CLEC installation, repair, customer service and billing information.

4.2.5 Use of Subscriber Listing Information:

4.2.5.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory publishing products and services.

4.2.5.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber

list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

4.2.6 CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates as a result of CLEC not complying with the terms of this Attachment.

4.2.7 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

4.2.8 Breach of Contract:

4.2.8.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

4.2.9 General Conditions for Listings:

4.2.9.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.

4.2.9.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

5.2 Termination:

5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

Pricing Sheet
Exhibit C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2015 – 6/30/2016)		ZZUR2		$ 0.00129567	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2016 – 6/30/2017)		ZZUR2		$0.0007	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU (Effective 7/1/2017)		ZZUR2		$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective Through 6/30/17)		ZZUR2		$0.000700	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU (Effective 7/01/17)		ZZUR2		$0.000000	NA	NA	MOU
2MR-AT	TX	Transit Traffic Service	Local Transiting		ZZUTN		$0.000960	NA	NA	per minute of use
2MR-AT	TX	Transit Traffic Service	Optional EAS Transit				$0.001030	NA	NA	per minute of use
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call		ZZUO3		$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance (DA) - per call - Credit		ZZUO4		$0.40	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Directory Assistance Call Completion (DACC) - per cal		ZZUO7		$0.15	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per cal		ZZUO5		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	National Directory Assistance (NDA) per call - credit		ZZUO6		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Business Category Search (BCS) per call		ZZUOB		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call		ZZUO8		$0.65	NA	NA	per call
6	TX	DIRECTORY ASSISTANCE SERVICES	Reverse Directory Assistance (RDA) per call - credit		ZZUO9		$0.65	NA	NA	per call
6	TX	DIRECTORY LISTING PRODUCT	White Page Directory Listings					NA	NA	
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding - Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Initial Load per state, per OCN		NRBDL		NA	$5,000.00	NA	per state, per OCN
6	TX	BRANDING - DIRECTORY ASSISTANCE	Directory Assistance - Rate Reference Subsequent Load per state, per OCN		NRBDM		NA	$1,500.00	NA	per state, per OCN
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Initial Load, per listing				$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL)-Update, per listing				$0.0585	NA	NA	per listing
6	TX	DIRECTORY ASSISTANCE LISTINGS	Directory Assistance Listings (DAL) - Non-Pub Emergency Service				$2.10	NA	NA	
6	TX	OPERATOR CALL PROCESSING	Operated Services - Fully Automated Call Processing (Per completed automated call)		ZZUO1		$0.15	NA	NA	per completed automated call
6	TX	OPERATOR CALL PROCESSING	Operator Assisted Call Processing -- All Types per work second		ZZUO2		$0.03	NA	NA	per work second
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Initial/Subsequent Load per switch, per OCN		NRBDG		NA	$1,800.00	$1,800.00	per switch, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Branding Per call		ZZUCB		$0.03	NA	NA	per call
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Initial Load per state, per OCN		NRBDL		NA	$5,000.00	NA	per state, per OCN
6	TX	BRANDING - OPERATOR CALL PROCESSING	Operator Services - Rate Reference - Subsequent Load per state, per OCN		NRBDM		NA	$1,500.00	NA	per state, per OCN

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

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

AND

AMA COMMUNICATIONS, LLC D/B/A AMA TECHTEL COMMUNICATIONS

Signature: eSigned - Dell Purdy

Name: eSigned - Dell Purdy
(Print or Type)

Title: VP Revenue Assurance
(Print or Type)

Date: 06 Jul 2017

AMA Communications, LLC d/b/a AMA TechTel Communications

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 20 Jul 2017

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

State	Resale OCN	ULEC OCN	CLEC OCN
TEXAS	0134	0132	0132

Description	ACNA Code(s)
ACNA(s)	AFQ

AMENDMENT TO THE AGREEMENT BETWEEN AMA COMMUNICATIONS, LLC D/B/A AMA TECHTEL COMMUNICATIONS AND SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

This amendment ("Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T TEXAS ("AT&T") and AMA Communications, LLC d/b/a AMA TechTel Communications ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved August 29, 2005 and as subsequently amended ("Agreement");

WHEREAS, the Parties desire to correct certain Class of Service, USOC information and associated rates for products and/or services that have been ordered and provisioned under this Agreement; 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 Parties agree to add Class of Service LU1, USOC UCXBX, and the associated rates to the Pricing Sheet, as illustrated in Exhibit 1, which is attached hereto and incorporated herein.

3. Notwithstanding anything to the contrary in this Agreement, in the event that any other CLEC should seek to adopt the Agreement pursuant to Section 252(i) of the Act ("Adopting CLEC"), the Adopting CLEC would only be entitled to the current and/or interim rates set forth in this Agreement as of the date that the MFN'd Agreement provisions become effective between AT&T 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 Amendment shall entitle an Adopting CLEC to any retroactive application of any rates under this Amendment.

4. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

5. 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.

6. 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.

7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

9. 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.

10. For Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

PRICING SHEETS
EXHIBIT 1

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
13	TX	UNBUNDLED EXCHANGE ACCESS LOOP	DS3 C.O. Cross Connect to Collocation		UCXBX		$19.24	$115.45	$81.61	

AMENDMENT

BETWEEN

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

AND

AMA COMMUNICATIONS, LLC D/B/A AMA TECHTEL COMMUNICATIONS

Signature: eSigned - Dell Purdy

Name: eSigned - Dell Purdy
(Print or Type)

Title: VP Revenue Assurance
(Print or Type)

Date: 27 Aug 2021

AMA Communications, LLC d/b/a AMA TechTel Communications

Signature: eSigned - Kristen E. Shore

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

Title: AVP- Regulatory
(Print or Type)

Date: 30 Aug 2021

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

State	Resale OCN	ULEC OCN	CLEC OCN
TEXAS	0134	0132	0132

Description	ACNA Code(s)
ACNA(s)	AFQ

AMENDMENT TO THE AGREEMENT BETWEEN AMA COMMUNICATIONS, LLC DBA AMA TECHTEL COMMUNICATIONS AND SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T TEXAS ("AT&T") and AMA Communications, LLC dba AMA TechTel Communications ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed August 25, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

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 2 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 3 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 4 for any new DS1 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 5 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. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.

14. 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.

15. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

16. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

17. 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.

18. For Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.

1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.

2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:

(i) to the same End User; and

(ii) at that same End User's existing location;

(iii) both as of the time of that service's grandfathering.

2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").

2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).

2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.

2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

2.11 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for resale. Promotions lasting longer than ninety (90) calendar ("Long-Term Promotions") may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.

2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:

(i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or

(ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.

2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

3.1 "Resale Discount" means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

3.2 The Resale Discounts in the underlying Interconnection will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.

4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.

5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.

6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
TX	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
TX	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
TX	UNBUNDLED EXCHANGE ACCESS	2-Wire Analog Loop - Disconnect		NKCT1	
TX	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
TX	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
TX	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
TX	UNBUNDLED EXCHANGE ACCESS	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	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
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

PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Disconnect		NKCT9	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX	
TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG - Disconnect		NKCTC	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1 - Disconnect		NKCT6	

AT&T Wholesale
M41654@att.com

VIA ELECTRONIC MAIL

November 18, 2020

Dell Purdy
Vice President of Regulatory Compliance
AMA Communications, LLC
4630 50th Street, Suite 402
Lubbock, TX 79414

Re: Correction to Operator Call Processing rates for the Local Wholesale Complete Commercial ("LWC") Agreement ("LWC Agreement") between AMA Communications, LLC (AMA Communications) and Southwestern Bell Telephone Company d/b/a AT&T TEXAS ("AT&T")

Dear Dell Purdy:

AT&T is sending Notice of a change affecting its Local Wholesale Complete ("LWC") Operator Call Processing rates. The Price Sheet associated with your recent LWC extension amendment may have shown a change in the per unit price associated with Operator Call Processing rates. Please be advised, that the rate associated with the factors below will not change. The rate will remain at your previously contracted rate, which is:

LWC	OPERATOR CALL PROCESSING	Operated Services-Fully Automated Call Processing (Per Completed automated call)	$0.15	Per completed call
LWC	OPERATOR CALL PROCESSING	Operator Services-Operator Assisted Call Processing (per work second)	$0.03	Per work second

Should you have any questions or need further information, please contact your assigned AT&T Negotiator Patrick McArthur at (214) 208-5795 or pm0351@us.att.com.

AT&T values AMA Communications as a customer and looks forward to continuing to serve AMA Communications' business needs.

Sincerely,

Notices Manager

AMENDMENT

BETWEEN

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

AND

AMA TECHTEL COMMUNICATIONS F/K/A AMA COMMUNICATIONS, LLC

Signature: eSigned - Dell Purdy

Name: eSigned - Dell Purdy
(Print or Type)

Title: VP Revenue Assurance
(Print or Type)

Date: 13 Oct 2022

AMA Techtel Communications

Signature: eSigned - Kristen E. Shore

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

Title: AVP- Regulatory
(Print or Type)

Date: 13 Oct 2022

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

AMENDMENT TO THE AGREEMENT BETWEEN AMA COMMUNICATIONS, LLC AND SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T TEXAS ("AT&T") and AMA Communications ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed August 25, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; and

WHEREAS, CLEC has changed its name from AMA Communications, LLC to AMA Techtel Communications and wishes to reflect that name change as set forth herein.

NOW, **THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, and Pricing Sheets (Exhibit A and Exhibit B), all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from AMA Communications to AMA Techtel Communications.
3. AT&T shall reflect that name change from AMA Communications to AMA Techtel Communications 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 "AMA Techtel Communications" 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. Add the Pricing Sheet in Exhibit A. The rates in Exhibit A supersede the rates for the corresponding elements in the Pricing Sheet in the Agreement.
6. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Services set forth on the Pricing Sheet in Exhibit A, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

10. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

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
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	$ 50.64	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	$ 101.28	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	$ 506.40	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	$ 48.82	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	$ 97.64	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	$ 488.20	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	$ 51.12	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	$ 102.24	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	$ 511.20	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	$ 66.48	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	$ 132.96	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	$ 664.80	$ 52.91	$ 28.43	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	$ 0.15	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	$ 0.30	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	$ 1.50	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	$ 0.16	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	$ 0.32	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	$ 1.60	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	$ 0.20	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	$ 0.40	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	$ 2.00	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	$ 0.14	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	$ 0.28	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	$ 1.40	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	$ 299.65	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	$ 599.30	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	$ 2,996.50	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	$ 269.29	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	$ 538.58	$ 81.05	$ 65.73	first mile

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LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	$ 2,692.90	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	$ 291.90	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	$ 583.80	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	$ 2,919.00	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	$ 462.55	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	$ 925.10	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	$ 4,625.50	$ 81.05	$ 65.73	first mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	$ 4.36	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	$ 8.72	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	$ 43.60	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	$ 4.80	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	$ 9.60	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	$ 48.00	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	$ 5.93	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	$ 11.86	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	$ 59.30	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	$ 4.17	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	$ 8.34	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	$ 41.70	NA	NA	each additional mile
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Cross Connect to Collocation (Effective July 12, 2022 - July 11, 2023)	UBNTX	UCXHX		$ 11.26	$ 57.08	$ 40.49	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Cross Connect to Collocation (Effective July 12, 2023 - July 11, 2024)	UBNTX	UCXHX		$ 22.52	$ 57.08	$ 40.49	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Cross Connect to Collocation (Effective July 12, 2024 - July 11, 2025)	UBNTX	UCXHX		$ 112.60	$ 57.08	$ 40.49	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Cross Connect to Collocation (Effective July 12, 2022 - July 11, 2023)		UCXJX		$ 38.55	$ 70.78	$ 54.19	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Cross Connect to Collocation (Effective July 12, 2023 - July 11, 2024)		UCXJX		$ 77.10	$ 70.78	$ 54.19	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Cross Connect to Collocation (Effective July 12, 2024 - July 11, 2025)		UCXJX		$ 385.50	$ 70.78	$ 54.19	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 to VG (Effective July 12, 2022 - July 11, 2023)		UM4BX		$ 373.53	$ 29.00	$ 24.15	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 to VG (Effective July 12, 2023 - July 11, 2024)		UM4BX		$ 747.06	$ 29.00	$ 24.15	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 to VG (Effective July 12, 2024 - July 11, 2025)		UM4BX		$ 3,735.30	$ 29.00	$ 24.15	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)		UM4AX		$ 483.09	$ 41.71	$ 20.01	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)		UM4AX		$ 966.18	$ 41.71	$ 20.01	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 to DS1 (Effective July 12, 2024 - July 11, 2025)		UM4AX		$ 4,830.90	$ 41.71	$ 20.01	

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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	$ 33.76	$ 52.91	$ 28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2	$ 32.55	$ 52.91	$ 28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3	$ 34.08	$ 52.91	$ 28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I	$ 44.32	$ 52.91	$ 28.43	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1	$ 0.10	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2	$ 0.11	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3	$ 0.13	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I	$ 0.10	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1	$ 199.77	$ 81.05	$ 65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2	$ 179.53	$ 81.05	$ 65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3	$ 194.60	$ 81.05	$ 65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I	$ 308.37	$ 81.05	$ 65.73	first mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1	$ 2.91	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2	$ 3.20	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3	$ 3.96	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I	$ 2.78	NA	NA	each additional mile
13	TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX		$ 7.51	$ 57.08	$ 40.49	
13	TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX		$ 25.70	$ 70.78	$ 54.19	
13	TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX		$ 249.02	$ 29.00	$ 24.15	
13	TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX		$ 322.06	$ 41.71	$ 20.01	

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AMENDMENT

BETWEEN

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

AND

AMA TECHTEL COMMUNICATIONS

Signature: eSigned - Dell Purdy

Name: eSigned - Dell Purdy
(Print or Type)

Title: VP Revenue Assurance
(Print or Type)

Date: 23 Feb 2023

AMA Techtel Communications

Signature: eSigned - Kristen E. Shore

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

Title: AVP- Regulatory
(Print or Type)

Date: 24 Feb 2023

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

AMENDMENT TO THE AGREEMENT BETWEEN AMA TECHTEL COMMUNICATIONS AND SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS

This Amendment ("Amendment") amends the Interconnection Agreement ("Interconnection Agreement") by and between Southwestern Bell Telephone Company d/b/a AT&T TEXAS ("AT&T") and AMA Techtel Communications ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed August 25, 2005 and as subsequently amended; and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates that were inadvertently omitted from the Amendment - DS1/DS3 Transport dated October 13, 2022 ("Transport Amendment"); and

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 and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. Add the Pricing Sheet Exhibit A1. The rates in Exhibit A1 supersede the rates for the corresponding elements in the Pricing Schedule in the Interconnection Agreement. All other rates in the Transport Amendment remain unchanged.
3. To the extent CLEC is no longer purchasing commercial local transport pursuant to a separate agreement using the USOCs and Basic Classes of Service set forth on the Pricing Schedule in Exhibit A1, CLEC shall provide Notice to AT&T to implement the rates set forth in Exhibit B. Upon verification that CLEC is no longer purchasing commercial local transport, AT&T will implement the rates in Exhibit B. Depending on CLEC's bill period and AT&T billing system processes, the rate change may take up to two billing cycles to go into effect.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement
6. 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.
7. This Amendment shall be filed with the applicable State Commission(s) and will become effective July 12, 2022.

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
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS1 Cross Connect to Collocation (Effective July 12, 2024 - July 11 2025)	UBNTX	UCXHX		$ 112.60	$ 57.08	$ 40.49	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	DS3 Cross Connect to Collocation (Effective July 12, 2024 - July 11 2025)		UCXJX		$ 385.50	$ 70.78	$ 54.19	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS1 to VG (Effective July 12, 2024 - July 11 2025)		UM4BX		$ 3,735.30	$ 29.00	$ 24.15	
LWT	TX	AT&T LOCAL WHOLESALE TRANSPORT	Multiplexing - DS3 to DS1 (Effective July 12, 2024 - July 11 2025)		UM4AX		$ 4,830.90	$ 41.71	$ 20.01	