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

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS

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

between

Southwestern Bell Telephone, L. P.
d/b/a
AT&T Texas

and

Alpheus Communications, L.P.

An Asterisk **(*)** represents language ordered in the Texas PUC Docket No. 25188, Arbitration Award between SWBT-TX and ALPHEUS.

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("**the Agreement**"**)**, is dated as of _____, 2006 by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX"), and Alpheus Communications, L.P., ("ALPHEUS") a Delaware limited liability company.

WHEREAS, for purposes of this Agreement, ALPHEUS intends to operate in Texas where SWBT-TX is the incumbent Local Exchange Carrier(s) and ALPHEUS, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain local Telephone Exchange Services in the foregoing ILEC Service areas by the appropriate State Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

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

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

1.1 GENERAL DEFINITIONS

1.1.1 "**Accessible Letters"** are SWBT-TX's correspondence used to communicate pertinent information regarding SWBT-TX to the client/End User community. Letters do not constitute notice under the notice provisions of this Agreement.

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.

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

1.1.5 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C. and any future amendments, as interpreted by administrative and judicial decisions.

1.1.6 **"Advanced Services"** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay, x.25-based, x.75 based, and VPOP-Dial Access Service (a SWBT-TX Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:

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

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

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

1.1.8 **"A-link"** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.

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 **"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.

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

1.1.16 **"Business Day"** means Monday through Friday, excluding holidays on which SWBT-TX does not provision new retail services and products.

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

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

1.1.19 **"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.

1.1.20 **"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.

1.1.21 **"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.

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

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

1.1.24 **"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.

1.1.25 **"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.

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

1.1.26.1 **"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.

1.1.26.2 **"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.

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

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

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

1.1.30 **"Collocation"** is As Described in the Act.

*1.1.31 **"Combination"** is a combination of "Unbundled Network Elements."

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

1.1.33 **"Commission"** means **the Public Utility Commission of Texas (PUC-TX).**

1.1.34 **"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.

1.1.35 **"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.

1.1.36 **"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.

1.1.37 **"Control Office"** means the appropriate exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.

*1.1.38 **"Customer"** means any third party, including but not limited to another telecommunications carrier that obtains Telecommunications Service from either Party, whether at wholesale or retail. The terms "End-User" and "Customer" are not interchangeable for purposes of this Agreement. Based on the definition of End User below in Section 1.1.51, all End Users are Customers but not all Customers are End Users. ALPHEUS can use UNE dark fiber (or other UNEs) to carry traffic for any other telecommunications provider regardless of who is serving the retail, local end use customer. ALPHEUS may purchase UNEs and use them, alone or in combination, in combination, or in combination with its own facilities, to provide wholesale services to other telecommunications providers.

1.1.39 **"Customer Usage Data"** means the Telecommunications Services usage data of a CLEC End User, including measurements measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SWBT-TX and forwarded to ALPHEUS.

1.1.40 **"Custom Local Area Signaling Service Features"** (**CLASS Features**) means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.1.41 **"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 Base Administration Center" (DBAC)** means an SWBT-TX location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

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

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

1.1.44.1 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;

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

1.1.44.3 any Force Majeure Event.

1.1.45 **"Designated Central Office Document"** (**Document DCO**) is a document that is referenced in SWBT-TX Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the ALPHEUS Central Offices, ALPHEUS Routing Points, Activation Dates, the POI(s) and the applicable SWBT-TX Central Offices.

1.1.46 **"Dialing Parity"** is As Defined in the Act.

1.1.47 **"Digital Cross Connect Panel"** (**DSX Panel**) means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

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

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

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

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

1.1.49 **"Digital Subscriber Line"** (**DSL**) is as defined in the applicable Appendix DSL.

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

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

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

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

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

1.1.55 **"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.

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

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"** (**FG-D**) is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.

1.1.59 **"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.

1.1.61 **"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.

1.1.62 **"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.

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

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

1.1.65 **"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).

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

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

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

1.1.69 **"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.

1.1.70 **"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.

1.1.71 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the normal local calling area as defined by the applicable Commission.

1.1.72 **"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.

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

1.1.74 **"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.

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

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

1.1.77 **"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.

1.1.78 **"Line Validation Administration System"** (LVAS) means the LIDB administrative system for SWBT-TX.

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

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

1.1.81 **"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.

1.1.82 **"Local Calls"**, for purposes of intercarrier compensation, is traffic where calls are within the same common local and common mandatory local calling area, i.e., within the same or different SWBT-TX Exchange(s) that participate in the same common local or common 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.

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

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

*1.1.85 **"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.

1.1.86 **"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.

1.1.87 **"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).

1.1.88 **"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.

1.1.89 **"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.

1.1.90 **"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.

1.1.91 **"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.

1.1.92 **"Meet-Point Trunks/Trunk Groups"** (**MPTGs**) are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE "GR-394" and GR-317-CORE "GR-317". MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.

1.1.93 **"Mid-Point Meet"** is as defined in the appropriate Appendix NIM. The facility hand off point may differ from the billing point of interconnection.

1.1.94 **"Mid-Span Meet"** is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC's portion of the transmission facility.

1.1.95 **"Multiple Bill/MultipleTariff"** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a multiple tariff (MM).

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

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

*1.1.98 **"Network Element"** (also called "Unbundled Network Element" or "UNE") is As Defined in the Act. The terms Unbundled Network Element, Network Element and UNE are used interchangeably for the purposes of this Agreement.

1.1.99 **"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.

1.1.100 **"Numbering Plan Area"** (**NPA**), also called area code, 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.

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

1.1.102 **"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.

1.1.103 **"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.

1.1.104 **"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.

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

1.1.106 **"Party"** means either ALPHEUS or SWBT-TX. **"Parties"** means both ALPHEUS and SWBT-TX.

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

1.1.108 **"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.

1.1.109 **"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.

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

1.1.111**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.

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

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

1.1.114 **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.

1.1.115 Intentionally Left Blank

*1.1.116 SWBT-TX means the applicable AT&T owned ILEC doing business in Texas.

1.1.117 **AT&T Inc**. **(AT&T)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern

New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.1.118 **"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.

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

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

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

1.1.122 **"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.

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

1.1.124 **"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.

1.1.125 **"Sleuth"** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

1.1.126 **"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).

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

1.1.128 **"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.

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

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

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

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

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

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

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

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

1.1.137 **"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).

1.1.138 **"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.

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

1.1.140 **"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.

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

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

An Asterisk **(*)** represents language ordered in the Texas PUC Docket No. 25188, Arbitration Award between SWBT-TX and ALPHEUS.

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

2.2 Headings Not Controlling

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

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

2.3 Referenced Documents

2.3.1 [1]Unless the context shall otherwise specifically require, and subject to Section 21, whenever any provision of this Agreement refers to a technical reference, technical publication, CLEC Practice, SWBT-TX Practice, any publication of telecommunications industry administrative or technical

[1] Section 2.3.1 is available only in the State of Texas. The Parties agree that this language is a non-voluntary offering by SWBT-TX and is consistent with the Order of the Public Utility Commission of Texas in Docket 23396, JOINT PETITION OF COSERV, L.L.C. d/b/a COSERV COMMUNICATIONS AND MULTITECHNOLOGY SERVICES, L.P. d/b/a COSERV BROADBAND SERVCIES FOR ARBITRATION OF INTERCONNECTION RATES, TERMS, CONDITIONS, AND RELATED ARRANGEMENTS WITH SOUTHWESTERN BELL TELEPHONE COMPANY. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.2.

An Asterisk **(*)** represents language ordered in the Texas PUC Docket No. 25188, Arbitration Award between SWBT-TX and ALPHEUS.

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, SWBT-TX Practice, or publication of industry standards, provided that ALPHEUS has had reasonable advance notice consistent with that provided to other CLECs. ALPHEUS and SWBT-TX agree that material changes will not take effect until a mutually agreed upon amendment to the Interconnection Agreement formalizing these changes is executed.

2.4 References

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

2.5 Tariff References

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

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

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern. In the event, two (2) or more provisions of the Agreement appear in conflict and the parties cannot agree which provision is controlling, ALPHEUS will determine the applicable provision.

2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body

of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

2.7 Severability

2.7.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. Nothing herein shall be construed to reduce or restrict ALPHEUS' abilities to opt into other agreements or portions of such agreements, along with all legitimately related terms and conditions, pursuant to Section 252(i) of the Act or the Merger Conditions adopted in FCC CC docket No. 98-141 to the extent they remain in effect.

2.8 Joint Work Product

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

2.9 Incorporation by Reference

2.9.1 The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service; and all such rates, terms and conditions are incorporated by reference herein and deemed a part of every Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder.

2.10 Non-Voluntary Provisions

2.10.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by SWBT-TX, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). SWBT-TX has identified some, but not all, of the Non-Voluntary Arrangements contained in this

Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) calendar days after the date of such notice, a Party may pursue its rights under the Dispute Resolution Section.

2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available pursuant to 47 USC sec. 252(I) or the Merger Conditions in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that the PUC-OH's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

2.10.3 The Parties acknowledge and agree that in accordance with the result of the Texas PUC's Final Arbitration Order in Docket No. 24542 (MCIm vs. Southwestern Bell), issued April 29, 2002 ("the Decision"), this Agreement only contains rates, terms and conditions applicable to the State of Texas and does not contain AT&T multistate rates, terms and conditions, including certain rates, terms and conditions which apply only in a designated AT&T state ("Multistate Terms"). In the event that any carrier seeks to port terms or conditions set forth in this Agreement ("Terms") to another AT&T state pursuant to Paragraph 43 of the SBC/Ameritech Merger Conditions (approved by the FCC in *its Memorandum Opinion and Order,* CC Docket 98-141, rel. October 8, 1999) or pursuant to any other In-Region MFN Merger Conditions/terms, such as Terms may be available only if they qualify for portability under such Merger Conditions, including but not limited to being consistent with the regulatory, legal, technical, network and OSS attributes of the AT&T State to which the carrier is seeking to port such Terms. To the extent that the AT&T ILEC offers alternate, state or company-specific terms and conditions in the state to which a carrier is seeking to port the Terms (that were not included in this Agreement as a result of the Decision), the Terms shall not be ported to such other AT&T State and carrier agrees to operate or negotiate from the alternate state or company-specific terms offered by the AT&T ILEC in the state to which the carrier is seeking to operate. In any event, it is understood and agreed that to the extent that any Terms in this Agreement are ported to another AT&T State (after a determination that they qualify for portability, including but not limited to a determination that such Terms are consistent with the regulatory, legal,

technical, network and OSS attributes of the AT&T State to which they were sought to be ported), it may require additional time to implement such Terms in the AT&T State to which they were sought to be ported. Thus, when a CLEC exercises its option to port Terms in this Agreement in accordance with any In-Region MFN Merger Conditions/terms, the Parties shall meet within thirty (30) calendar days of state commission approval of the Interconnection Agreement or Amendment containing such Terms to agree upon an implementation schedule for such Terms.

2.11 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in statewide cost dockets or rulemaking proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under the Dispute Resolution Section.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein, SWBT-TX's obligations under this Agreement shall apply only to:

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

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

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

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in

CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the **"Network Disclosure Rules"**).

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 SWBT-TX and ALPHEUS shall each use commercially reasonable efforts to meet the Interconnection Activation Dates.

4.2 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 SWBT-TX's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

4.3 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

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

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

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

4.6.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $1,000,000 for Bodily Injury-each accident, $1,000,000 for Bodily Injury by disease-policy limits and $1,000,000 for Bodily Injury by disease-each employee.

4.6.2 Commercial General Liability insurance with minimum limits of: $10,000,000 General Aggregate limit; $5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $10,000,000 Products/Completed Operations Aggregate limit, with a $5,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of

$2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

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

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

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

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

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

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

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

4.7 This Section 4.6 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument. In no event shall the amount or scope of the insurance required by this Section 4.6-4.7 place any limitation on the liability

and obligations assumed by either party elsewhere in this Agreement. Irrespective of the requirements set forth in these Sections, insolvency, bankruptcy or failure of any insurance company to pay any claims accruing shall not be held to relieve either Party of any of its obligations herein.

4.8 Upon ALPHEUS signature of this Agreement, ALPHEUS shall provide SWBT-TX with ALPHEUS' 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 if applicable.

4.9 In the event that either Party makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other company identifier (collectively, an **"OCN/Name Change"**), the changing Party shall submit written notice to other Party within thirty (30) calendar days of the first action taken to implement such OCN/Name Change. A Party may make one (1) OCN/Name Change in any twelve (12) month period without charge by the Other Party for updating its databases, systems, and records solely to reflect such OCN/Name Change. This section does not apply to the repair and/or operator services announcement recordings, where the Parties shall pay the applicable charges outlined in the Pricing Appendix associated with recording and otherwise updating any branding or announcement(s), and applicable service order charges.

4.10 When a End User changes its service provider from SWBT-TX to ALPHEUS or from ALPHEUS to SWBT-TX and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement **("Referral Announcement")** on the original telephone number that specifies the End User's new telephone number.

4.11 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practical whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

4.12 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

5.1. The Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

*5.1.1 To the extent all or part of this Agreement becomes effective and the Commission has not established rates for any service, facility, or material**s** to be provided under this Agreement, the Parties will continue to utilize the existing rates, if any are applicable to the service, facility or materials, under the prior Interconnection Agreement until the Commission approves new rates. Such rates will be amended into this Agreement if terms and conditions exist in this Agreement for the services, facility or materials, for an interim period until the Commission establishes permanent rates. To the extent this Agreement obligates a Party to provide a facility or materials or to perform a service, and no corresponding rate exists in the prior Interconnection Agreement, the rate for that facility, material, or service shall be a rate agreed to by the parties or a rate found in another SWBT-TX pricing appendix approved by the Commission until the Commission approves new rates, unless the Commission establishes interim rates for that facility, materials, or servicein a subsequent rate proceeding. Once the Commission approves new rates for this Agreement, and if ordered, the Parties will true-up the amounts owed or to be credited back to the Effective Date of this Agreement.

5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire three (3) years later; on (insert specific date) (the "**Term**"); and thereafter the Agreement shall continue in force and effect during the pendency of any negotiation and/or arbitration of a replacement agreement; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement. The Parties agree to commence negotiations on a new agreement no less than six (6) months and no earlier than twelve (12) months before the expiration of the Term. Commencement of negotiations shall be by mutual agreement within this window. Either Party may petition the Commission to arbitrate any open issues in such renegotiations within the time periods established under Section 252 of the Act.

5.2.1 Notwithstanding anything to the contrary in this section five (5) the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from September 16, 2009 until September 16, 2012 (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 Alpheus, 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.

5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

5.4 Upon expiration or termination of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:

5.4.1 Each Party shall continue to comply with its obligations set forth in the section on survival.

5.4.2 Each Party shall promptly pay all amounts owed under this Agreement or otherwise dispute the payment in accordance with the Billing and Payment Section;

5.4.3 Each Party's confidentiality obligations shall survive; and

5.4.4 Each Party 's indemnification obligations shall survive.

5.5 If pursuant to the Term of Agreement Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, and there is no ongoing negotiation/arbitration underway as provided for in the Act, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to the Survival Section and the following section.

5.6 Either Party may serve notice of expiration pursuant to Section 5.2 or Section 5.6, ALPHEUS shall have ten (10) calendar days to provide SWBT-TX written confirmation if ALPHEUS wishes to pursue a successor agreement with SWBT-TX or terminate its agreement. ALPHEUS shall identify the action to be taken on each applicable (13) state(s). If ALPHEUS wishes to pursue a successor agreement with SWBT-TX, ALPHEUS shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with SWBT-TX under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of ALPHEUS'

Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.

5.7 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), ALPHEUS withdraws its Section 252(a)(1) request, ALPHEUS must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that ALPHEUS does not wish to pursue a successor agreement with SWBT-TX for Texas. 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 ALPHEUS provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following SWBT-TX's receipt of ALPHEUS' notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.3 of this Agreement.

5.8 If ALPHEUS does not affirmatively state that it wishes to pursue a successor agreement with SWBT-TX in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of SWBT-TX's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date ALPHEUS provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following ALPHEUS provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.3 of this Agreement.

5.9 In the event of termination of this Agreement pursuant to Section 5.3, SWBT-TX and ALPHEUS shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that ALPHEUS shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6. END USER FRAUD

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

6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

6.4 SWBT-TX will provide notification messages to ALPHEUS on suspected occurrences of ABS-related fraud on ALPHEUS accounts stored in the applicable LIDB.

6.4.1 SWBT-TX will use a Sleuth system to determine suspected occurrences of ABS-related fraud for ALPHEUS using the same criteria SWBT-TX uses to monitor fraud on its respective accounts.

6.4.2 ALPHEUS understands that Sleuth alerts only identify potential occurrences of fraud. ALPHEUS understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. ALPHEUS understands and agrees that it will also need to determine what, if any, action ALPHEUS should take as a result of a Sleuth alert.

6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week in the event ALPHEUS would use the Sleuth system.

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

6.5 ABS-related alerts are provided to ALPHEUS at no additional charge.

7. DEPOSITS

7.1 The deposit requirements set forth in this Section 7 apply to the Resale Services and Network Elements furnished under this Agreement. If ALPHEUS is furnished both Resale Services and Network Elements in Texas under this Agreement (i.e. under just one state contract), it shall make two (2) separate deposits, one for Resale billing, and one for UNE billing, each calculated separately as set forth below in Sections 7.2 through 7.8, inclusive.

7.2 If ALPHEUS or any of its affiliates, has not established a minimum of twelve (12) consecutive months good credit history with any AT&T-owned ILECs (that is, AMERITECH, NEVADA, PACIFIC, SNET and SWBT-TX) where ALPHEUS is doing or has done business. ALPHEUS shall remit an initial cash deposit to SWBT-TX prior to the furnishing of Resale Services or Network Elements. Alternatively, ALPHEUS' parent or affiliate corporation may execute a written financial guarantee on behalf of ALPHEUS to SWBT-TX, but only to the extent that the guarantor maintains a BBB or better long term debt rating and an A-2 or better short term debt rating by Standard and Poor's for the prior six (6) months. If an applicable guarantee is made, ALPHEUS shall be relieved of any obligation to maintain a Deposit with SWBT-TX. If the guarantee is made, but the guarantor does not maintain the above referenced debt ratings, then ALPHEUS must remit the Deposit as described in this section. The amount of the deposit required by this section shall be determined as follows:

7.2.1 if immediately prior to the Effective Date, ALPHEUS was not operating as a CLEC in Texas, the initial deposit shall be in the amount of $17,000; or

7.2.2 if immediately prior to the Effective Date, ALPHEUS was operating as a CLEC in Texas, the deposit shall be in the amount calculated using the method set forth in Section 7.7 of this Agreement; or

~~7.3~~ If ALPHEUS has established a minimum of twelve (12) consecutive months good credit history with any AT&T-owned ILEC(s) (that is, AMERITECH, NEVADA, PACIFIC, SNET and/or SWBT) with which ALPHEUS is doing or has done business as a CLEC, SWBT-TX shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 through Section 7.8 of this Agreement shall continue to apply for the Term. In determining whether ALPHEUS has established a minimum of twelve (12) consecutive months good credit history with a AT&T-owned ILEC with which ALPHEUS is doing or has done business, ALPHEUS' payment record with a AT&T-owned ILEC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

7.3.1 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SWBT-TX shall return any cash deposit amounts to ALPHEUS so long as ALPHEUS has not been sent more than two delinquency notification letter during the most recent twelve (12) months.

7.3.2 For the purposes of this Section 7.3 and 7.8, interest will be calculated as specified in Section 8.1 and shall be credited to ALPHEUS' account at the time that the cash deposit is credited to ALPHEUS' account.

7.4 So long as ALPHEUS maintains timely compliance with its payment obligations, SWBT-TX will not increase or request an initial deposit amount. If ALPHEUS fails to maintain timely compliance with its payment obligations, SWBT-TX reserves the right to require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.8.5.

7.4.1 If during the first six (6) months of operations in a state covered by this Agreement, ALPHEUS has been sent one delinquency notification letter by SWBT-TX, the deposit amount shall be re-evaluated based upon ALPHEUS' actual billing totals and shall be increased if ALPHEUS' actual billing average:

7.4.1.1 for SWBT-TX for a two (2) month period exceeds the deposit amount held.

7.4.2 Throughout the Term, any time ALPHEUS has been sent two (2) delinquency notification letters for any one state by SWBT-TX, the deposit amount for that state shall be re-evaluated based upon ALPHEUS' actual billing totals and shall be increased if ALPHEUS' actual billing average:

7.4.2.1 for SWBT-TX for a two (2) month period exceeds the deposit amount held; or

7.5 Whenever a deposit is re-evaluated as specified in Section 7.4.1 or Section 7.4.2, such deposit shall be calculated in an amount equal to the average billing to ALPHEUS for that state for a two (2) month period. The most recent three (3) months billing on all of ALPHEUS' CBAs only) and BANs for Resale Services or Network Elements, shall be used to calculate ALPHEUS' monthly average.

7.5.1 In SWBT-TX only, after calculating the amount equal to the average billing to ALPHEUS for Resale Services that state for a two (2) month period, add the amount of any charges that would be applicable to transfer all of ALPHEUS' then-existing End-Users of Resale Services to SWBT-TX in the event of ALPHEUS' disconnection for non-payment of charges. The resulting sum is the amount of the deposit for Resale Services.

7.6 Whenever a deposit is re-evaluated as specified in Section 7.4.1 and Section 7.4.2 ALPHEUS shall remit the additional deposit amount to SWBT-TX within thirty (30) calendar days of receipt of written notification from SWBT-TX requiring such deposit. If ALPHEUS fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, SWBT-TX shall begin the process set forth in Section 9 of this Agreement. If ALPHEUS continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then SWBT-TX shall begin the procedure(s) set forth in Sections 9.5 and 9.6 of this Agreement.

7.7 This cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to SWBT-TX. No interest shall be paid by SWBT-TX for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. SWBT-TX may demand payment from the issuing bank of any irrevocable bank letter of credit upon the occurrence of any of the events listed in Section 7.9 through 7.9.4.

7.7.1 The fact that SWBT-TX holds either a cash deposit or irrevocable bank letter of credit does not relieve ALPHEUS from timely compliance with its payment obligations under this Agreement.

7.8 Any cash deposit for one state shall be held by SWBT-TX as a guarantee of payment of charges billed to ALPHEUS, provided, however, SWBT-TX may exercise its right to credit any cash deposit to ALPHEUS' account upon the occurrence of any one of the following events:

7.8.1 when SWBT-TX sends ALPHEUS the second delinquency notification for that state during the most recent twelve (12) months; or

7.8.2 when SWBT-TX suspends ALPHEUS' ability to process orders in accordance with Section 9.2.2.1; or

7.8.3 when ALPHEUS files for protection under the bankruptcy laws; or

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

7.8.5 when this Agreement expires or terminates.

8. BILLING AND PAYMENT OF CHARGES

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

8.1.1 Subject to Section 8.4, remittance in full of all bills rendered by SWBT-TX is due within thirty (30) calendar days of receipt of each bill (the “Bill Due Date”) and shall be paid in accordance with the terms of Section 8.3 of this Agreement.

8.1.2 Remittance in full of all bills rendered by ALPHEUS is due within thirty (30) calendar days of receipt of each bill (the “Bill Due Date”).

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

8.1.3.1 If any charge incurred under this Agreement that is billed out of any SWBT-TX billing system other than the SWBT-TX Customer Records Information System (CRIS) is Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SWBT-TX intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any SWBT-TX billing system other than SWBT-TX's CRIS shall comply with the process set forth in the applicable SWBT-TX intrastate access services tariff for that state.

8.1.3.2 If any charge incurred under this Agreement that is billed out of SWBT-TX's CRIS is Past Due, interest shall be applied to the unpaid amounts from the day following the Bill Due Date until paid. The interest rate applied to SWBT-TX CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SWBT-TX intrastate retail Commission-approved tariff governing Late Payment Charges to SWBT-TX's 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 SWBT-TX's CRIS shall be governed by the SWBT-TX intrastate retail Commission-approved tariff governing Late Payment Charges to SWBT-TX's retail End Users that are business End Users in that state.

8.2 If any charge incurred by SWBT-TX under this Agreement is Past Due, the unpaid amounts shall bear interest from the day following the Bill Due Date until paid. The interest rate applied shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SWBT-TX 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.

8.3 ALPHEUS shall make all payments to SWBT-TX via check with immediately available funds so that SWBT-TX shall receive such payment no later than the Billing Due Date of each bill.

8.4 If any portion of an amount due to a Party (the **"Billing Party"**) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) 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 details and reasons for disputing each item.

8.5 If the Disputed Amount is not more than (two) 2 times higher than the average, aggregate monthly billing (including, but not limited to all collocation fees, leased Network Elements, service order charges, and intercarrier compensation payments, regardless of billing system or invoice date) to Non-Paying Party over the past three months, the Non-Paying Party shall pay within thirty (30) days after the Bill Due Date, all Disputed Amounts to a third party escrow agent acceptable to both parties. Upon request, the Billing Party must first confirm in writing that the Disputed Amount is correctly billed and that the escrow agent is acceptable.

8.6 If the Disputed Amount is more than 2 (two) times higher than the average, aggregate monthly billing (including, but not limited to all collocation fees, leased Network Elements, service order charges, and intercarrier compensation payments, regardless of billing system or invoice date) to Non-Paying Party over the past three (3) months, then the following terms apply:

8.6.1 The Billing Party shall be required, upon receipt of the Non-Paying Party's notice of dispute, to investigate in good faith the Disputed Amounts and confirm in writing that the invoice(s) is/are in fact due and owing, and provide an explanation of the invoice method of calculation or other supporting data. Failure of the Billing Party to confirm in writing and provide such explanation or supporting data does not discharge the Disputed Amounts, but such failure does relieve the Non-Paying Party of the obligation to pay the Disputed Amounts to a third party escrow agent.

8.7 If the Billing Party provides the written confirmation and explanation or supporting data, then the Non-Paying Party shall pay within thirty (30) calendar days after the written confirmation above all Disputed Amounts to a third party escrow agent acceptable to both parties.

8.8 Alternatively, ALPHEUS' parent or affiliate corporation may execute a written financial guarantee on behalf of ALPHEUS to SWBT, but only to the extent that the guarantor maintains a BBB or better long term debt rating and an A-2 or better short term debt rating by Standard and Poor's for the prior six (6) months. If an applicable guarantee is made, ALPHEUS shall be relieved of any obligation to escrow disputed amounts. If the guarantee is made, but the guarantor does not

maintain the above referenced debt ratings, then ALPHEUS must remit the Disputed Amounts into escrow as described in this section.

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

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

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

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

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

8.9.4.1 The escrow account must be an interest bearing account;

8.9.4.2 All charges associated with opening and maintaining the escrow account will be borne by the Parties in inverse proportion to the award of disputed funds (i.e., if Billing Party is awarded none of the funds, it will pay all of the costs);

8.9.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent;

8.9.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and

8.9.4.5 Disbursements from the escrow account shall be limited to those:

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

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

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

8.10 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Section 8.1.

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

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

8.12.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than thirty (30) days after the resolution of the Dispute;

8.12.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;

8.12.3 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and

8.12.4 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of Late Payment Charges such Billing Party is entitled to receive pursuant to Section 8.1.

8.13 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.6 shall be grounds for termination of this Agreement.

8.14 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee (not to exceed two [2] dollars) 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. The copies of the bill will be provided promptly and prior payment shall not be required.

8.14.1 Each additional copy of any bill provided for billing from SWBT-TX's CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media. Prior payment will not be a prerequisite.

8.14.2 Bills provided to ALPHEUS from AT&T Texas' CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.

8.15 Within fifteen (15) calendar days of the effective date of this Agreement, SWBT-TX will send to ALPHEUS, in an electronic format agreed upon by the Parties and readily useable by ALPHEUS, a copy of the Carrier Access Billing System (CABS) billing table for ALPHEUS as loaded into CABS by SWBT-TX. ALPHEUS will use this copy of the CABS tables for auditing and billing verification purposes. Any time SWBT-TX updates or modifies the CABS tables for ALPHEUS in any manner, SWBT-TX will proactively provide ALPHEUS with an updated CABS billing table in the agreed upon format within ten (10) days of the change.

8.16 Exchange of Billing Message Information

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

8.16.2 To establish file transmission for the Daily Usage File, ALPHEUS must provide a written request to SWBT-TX no less than thirty (30) calendar days prior to the desired first transmission date for each file.

8.16.3 Call detail for LEC-carried calls that are alternately billed to ALPHEUS End Users lines provided by SWBT-TX through Resale or Network Elements will be forwarded to ALPHEUS as rated call detail on the DUF.

8.16.4 SWBT-TX shall bill ALPHEUS for Usage Extract furnished by SWBT-TX in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."

8.16.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to SWBT-TX for billing, which would otherwise be processed by SWBT-TX for its retail End Users, will be returned to the IXC and will not be passed through to ALPHEUS. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when SWBT-TX records the message.

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

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

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

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

9.2.1 With respect to Resale Services and Network Elements, SWBT-TX will notify ALPHEUS of any Unpaid Charges that remain unpaid fifteen (15) calendar days after the Bill Due Date and that ALPHEUS must remit or dispute payment within fourteen (14) calendar days following receipt of SWBT-TX's notice or otherwise comply with the procedures for Disputed Amounts.

If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party and the Billing Party shall take the actions

specified in Section 8 for Disputed Amounts not later than fourteen (14) calendar days following receipt of the Billing Party's notice of Unpaid Charges.

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

9.2.2.1 On the same day that it sends the letter required by Section 9.2.2, SWBT-TX will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from ALPHEUS for any Resale Service or Network Element that could be furnished under this Agreement.

9.2.2.2 Section 9.2.2.1 shall exclude any affected order for Resale Services or Network Elements from any applicable performance interval and computation of any Performance Measurement.

9.3 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed forty (40) calendar days past the Bill Due Date of such Unpaid Charges, ALPHEUS shall notify the Commission and its End Users, in writing, that unless all Unpaid Charges for Resale Services and Network Elements are paid within five (5) calendar days following ALPHEUS' receipt of such notice, the Resale Services and/or Network Elements furnished to ALPHEUS under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) shall be disconnected. This notice shall further specify that SWBT-TX shall cause any of ALPHEUS' End Users provisioned through Resale Services to be defaulted to SWBT-TX local service provided the Resale End user fails to select a new Local Service Provider in the interim.

9.3.1 If any Unpaid Charges for Resale Services or Network Elements furnished to ALPHEUS under this Agreement remain unpaid and undisputed forty-five (45) calendar days past the Bill Due Date of such Unpaid Charges, SWBT-TX shall disconnect such Resale Services and/or Network Elements.

9.3.1.1 On the same date that these Resale Services are disconnected, SWBT-TX shall cause such End Users provisioned through Resale

Services to be transferred directly to SWBT-TX's local service. To the extent available at retail from SWBT-TX, the Resale End Users transferred to SWBT's local service shall receive the same services provided through ALPHEUS immediately prior to the time of transfer; provided, however, SWBT-TX reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

9.3.1.2 Applicable conversion charges and service establishment charges for transferring End Users from ALPHEUS to SWBT-TX as specified in this Section 9.6 shall be billed to ALPHEUS.

9.3.1.3 SWBT-TX shall inform the Commission of the names of all Resale End Users transferred through this process.

9.3.2 Within five (5) calendar days of the transfer, SWBT-TX shall notify all transferred Resale End Users that because of ALPHEUS' failure to pay SWBT-TX, their local service is now being provided by SWBT-TX. SWBT-TX shall also notify each transferred Resale End User that the End User has thirty (30) calendar days to select a new Local Service Provider.

9.3.3 If any End User transferred to SWBT-TX's local service pursuant to Section 9.6.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer to SWBT-TX's local service. SWBT-TX shall terminate the transferred End User's service.

9.3.3.1 The transferred End User shall be responsible for any and all charges incurred during the selection period.

9.3.3.2 SWBT-TX shall notify the Commission of the names of all transferred End Users whose service has been terminated pursuant to this Section 9.3.3

9.3.4 SWBT-TX may discontinue service to ALPHEUS as provided in Section 9.6.3 and shall have no liability to ALPHEUS or ALPHEUS' End Users in the event of such disconnection or any transfer of Resale End Users to SWBT-TX service in connection with such disconnection.

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

9.3.6 Once the letter required by Section 9.2.2 has been sent to ALPHEUS, SWBT-TX shall not accept any order (other than a disconnect order) relating to Resale Services or Network Elements from ALPHEUS until

9.3.6.1 All Unpaid Charges are paid, and

9.3.6.2 ALPHEUS has furnished SWBT-TX a cash deposit calculated pursuant to the terms and conditions of Section 7.

*10. DISPUTE RESOLUTION

10.1 Finality of Disputes

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

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

10.2 Alternative to Litigation

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

10.3 Commencing Dispute Resolution

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

10.3.1.1 LSC (SWBT-TX)

10.3.1.2 Informal Dispute Resolution; and

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

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

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

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

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

10.4.4 Any notice of Disputed Amounts given by SWBT-TX to ALPHEUS pursuant to Section 10.3 shall furnish ALPHEUS written notice of: (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in

question, and (vii) the reason that SWBT-TX disputes the billed amount. The Parties shall attempt to resolve Disputed Amounts appearing on current billing statement(s) thirty (30) to sixty (60) calendar days from the Bill Due Date (provided SWBT-TX, furnishes all requisite information by the Bill Due Date) and Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days, ALPHEUS will notify SWBT-TX of the status of the dispute and the expected resolution date.

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

10.5 Informal Resolution of Disputes

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

10.6 Formal Dispute Resolution

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

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

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

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

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

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

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Dallas, Texas, as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to

process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

*10.8 Notwithstanding any provision of this Agreement, nothing shall be construed to affect the rights of either Party to pursue expedited relief when the dispute directly affects the ability of a Party to provide uninterrupted service to its Customers, or precludes the provisioning of any service, functionality, or network elements. For any such service affecting dispute, either Party may invoke Formal Dispute Resolution procedures and seek expedited relief, without first invoking the informal procedures described herein.

11. AUDITS

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

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

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

11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or a nationally recognized independent auditor acceptable to both parties, at Auditing Party's option, Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice.

*11.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information, but only to the extent it reveals the identity of Customers or End Users of Audited Party.

11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 for the number of calendar days from the date on which

such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

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

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

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

*13. LIMITATION OF LIABILITY

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

Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.

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

13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount of such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3

13.4 Neither ALPHEUS nor SWBT-TX shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.

13.5 SWBT-TX shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by SWBT-TX's gross negligence or willful misconduct. SWBT-TX does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.

13.6 ALPHEUS hereby releases SWBT-TX from any and all liability for damages due to errors or omissions in ALPHEUS' End User listing information as provided by ALPHEUS to SWBT-TX under this Agreement, including any errors or omissions occurring in ALPHEUS' End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.

13.7 SWBT-TX shall not be liable to ALPHEUS, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.

13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

14. INDEMNITY

14.1 Except as otherwise expressly provided herein or in specific appendices, each Party shall be responsible only for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided by the other Party, its agents, subcontractors, or other retained by such Parties.

14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the **"Indemnifying Party"**) shall release, defend and indemnify the other Party (the **"Indemnified Party"**) and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct (**"Fault"**) of such Indemnifying Party, its agents, its End Users,

contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

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

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

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

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

14.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a

Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:

14.4.1.2.1 where an Indemnified Party or its End User modifies Interconnection, Resale Services, Network Elements, functions, facilities, products or services; provided under this Agreement; and

14.4.1.2.2 no infringement would have occurred without such modification.

14.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (**CALEA**); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

14.5 ALPHEUS shall reimburse SWBT-TX for damages to SWBT-TX's facilities utilized to provide Interconnection or unbundled Network Elements hereunder caused by the negligence or willful act of ALPHEUS, its agents or subcontractors or ALPHEUS' End User or resulting from ALPHEUS' improper use of SWBT-TX's facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than SWBT-TX. Upon reimbursement for damages, SWBT-TX will cooperate with ALPHEUS in prosecuting a claim against the person causing such damage. ALPHEUS shall be subrogated to the right of recovery by SWBT-TX for the damages to the extent of such payment.

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

14.7 Indemnification Procedures

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

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

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

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

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

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

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

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

14.7.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.

15. PERFORMANCE MEASURES

15.1 Attachment Performance Measures provides monetary payments for failure to meet specified performance standards. The provisions of that Attachment constitute the sole obligation of SWBT-TX to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment.

16. INTELLECTUAL PROPERTY

16.1 ALPHEUS acknowledges that its right under this Agreement to Interconnect with SWBT-TX's network and to unbundle and/or combine SWBT-TX's Network Elements (including combining with ALPHEUS' 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.

16.2 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCBPol. 97-4), In the Matter of Petition of MCI for Declaratory Ruling. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision.

16.2.1 SWBT-TX agrees to use its best efforts to obtain for ALPHEUS, under commercially reasonable terms, Intellectual Property rights to each

unbundled network element necessary for ALPHEUS to use such unbundled network element in the same manner as SWBT-TX.

16.2.2 SWBT-TX shall have no obligation to attempt to obtain for ALPHEUS any Intellectual Property right(s) that would permit ALPHEUS to use any unbundled network element in a different manner than used by SWBT-TX.

16.2.3 To the extent not prohibited by a contract with the vendor of the Network Element sought by ALPHEUS that contains Intellectual Property licenses, SWBT-TX shall reveal to ALPHEUS the name of the vendor, the Intellectual Property rights licensed to SWBT-TX under the vendor contract and the terms of the contract (excluding cost terms). SWBT-TX shall, at ALPHEUS' request, contact the vendor to attempt to obtain permission to reveal additional contract details to ALPHEUS.

16.3 SWBT-TX hereby conveys no license to use such Intellectual Property rights and makes no warranties, express or implied, concerning ALPHEUS' (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 ALPHEUS' Network Elements) in SWBT-TX's network or ALPHEUS' 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 SWBT-TX agrees to use its best efforts to obtain.

16.4 SWBT-TX does not and shall not indemnify, defend or hold ALPHEUS harmless, nor be responsible for indemnifying or defending, or holding ALPHEUS harmless, for any Claims or Damages for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to ALPHEUS' Interconnection with SWBT-TX's network and unbundling and/or combining SWBT-TX's Network Elements (including combining with ALPHEUS' Network Elements) or ALPHEUS' 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 area a part of the Intellectual Property rights SWBT-TX agrees to use its best efforts to obtain.

16.5 ALPHEUS hereby agrees to release, indemnify and hold SWBT-TX harmless from and against all Damages arising out of, caused by, or relating to any Claim that ALPHEUS' Interconnection with SWBT-TX's network, or ALPHEUS' use of SWBT-TX's network elements, or unbundling and/or combining of SWBT-TX's network elements (including combining with ALPHEUS' network elements) or ALPHEUS' use of other functions, facilities, products or services furnished under this Agreement violates or infringes upon any Third Party

Intellectual Property rights or constitutes a breach of contract rights of Third Parties, to the extent that ALPHEUS' use of said Intellectual Property rights are beyond the coextensive rights obtained by SWBT-TX on behalf of ALPHEUS.

16.6 Any Intellectual Property that originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

16.7 All reasonable costs associated with the extension of Intellectual Property rights to ALPHEUS, including the cost of the license extension itself and the costs associated with the effort to obtain the license extension, 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 SWBT. Such costs shall not increase the applicable price in the Pricing Appendix.

17. NOTICES

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

17.1.1 delivered personally;

17.1.2 delivered by a express overnight delivery service;

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

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17, and the Parties agree that an Accessible Letter does not constitute acceptable notice.

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

17.1.5.1 the date of actual receipt,

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

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

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

17.1.6 Notices will be addressed to the Parties as follows:

NOTICES CONTACT	**ALPHEUS**	**AT&T Texas**
NAME/TITLE	VP, Contract Administration	Contract Administration ATTN: Notices Manager
STREET ADDRESS	1001 Louisiana Street	311 S. Akard, 9th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Houston, TX 77002	Dallas, TX 75202-5398
FACSIMILE NUMBER	713-420-6400	214-464-2006

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

18. ACCESSIBLE LETTERS

18.1 SWBT-TX communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

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

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

18.4 ALPHEUS 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 ALPHEUS requests Accessible Letter notification be sent. ALPHEUS shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any ALPHEUS recipient of Accessible Letters. Any completed Accessible

Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by SWBT-TX. AT&T may, at its discretion, change the process by which the ALPHEUS 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.

19. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

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

20. NO LICENSE

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

21. CONFIDENTIALITY AND PROPRIETARY INFORMATION

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

21.1.1 Furnished or made available or otherwise disclosed by one Party (the **"Disclosing Party"**) or its agent, employee, representative or Affiliate to the other Party (the **Receiving Party"**) or its agent, employee, representative or Affiliate dealing with End User-specific, facility-

specific, or usage-specific information, other than End User information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon:

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

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

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

21.2 Proprietary Information Shall be Held in Confidence

21.2.1 Each Receiving Party agrees that:

21.2.1.1 all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

21.2.1.2 it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;

21.2.1.3 it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and

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

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

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

21.3.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

21.3.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

21.3.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

21.3.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any

manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

21.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

21.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

21.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 20.5.

21.4 Proposed Disclosure of Proprietary Information to a Governmental Authority

21.4.1 If a Receiving Party desires to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

21.4.2 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 20.12 with respect to all or part of such requirement.

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

other reliable assurance that confidential treatment will be accorded the Proprietary Information.

21.5 Notwithstanding any of the foregoing, each Party shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon request for information as to its activities under the Act and each party need not provide prior written notice of such disclosure to the other Party if it has obtained an appropriate order for protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information.

21.6 Return of Proprietary Information

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

21.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

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

21.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to

safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

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

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

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

22. INTERVENING LAW

22.1 In the event that any legally binding legislative, regulatory, judicial or other legal action renders this Agreement or any Attachment inoperable, affects any material terms of this Agreement, or materially affects the ability of ALPHEUS or SWBT-TX to perform any material terms of this Agreement, ALPHEUS or SWBT-TX may, on written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within 90 days after such notice, the dispute shall be referred to the Dispute Resolution procedures set forth in Section 10 of this Agreement. For purposes of this section, legally binding means that the ruling 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, it has passed.

23. GOVERNING LAW

23.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles, except insofar as the Agreement is controlled by federal law.

24. REGULATORY APPROVAL

24.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance

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

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

25. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

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

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

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

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

26. COMPLIANCE AND CERTIFICATION

26.1 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.

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

26.3 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.

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

27. LAW ENFORCEMENT

27.1 SWBT-TX and ALPHEUS shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

27.1.1 Intercept Devices:

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

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

27.1.2 Subpoenas:

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

27.1.3 Emergencies:

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

28. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

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

28.2 Nothing contained herein shall constitute the Parties as participants in a joint venture, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a

Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

29. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

*30. ASSIGNMENT

30.1 Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent will not be unreasonably withheld; provided, that SWBT-TX may assign its rights and delegate its benefits and delegate its duties and obligations under this Agreement without the consent of ALPHEUS to a one hundred percent (100%) owned affiliate of SWBT-TX, provided the performance of any such assignee is guaranteed by the assignor. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

30.2 Each Party will notify the other in writing not less than sixty (60) days in advance of anticipated assignment.

30.3 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by SWBT-TX pursuant to this Section 30, ALPHEUS agrees that any change, modification or other activity required for SWBT-TX to accommodate or recognize the successor to or assignee of ALPHEUS shall be a ALPHEUS Change and shall be subject to Section 4.9.

31. DELEGATION TO AFFILIATE

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

obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

32. SUBCONTRACTING

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

32.2 Each Party will be solely responsible for payments due that Party's subcontractors.

32.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

32.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

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

33. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

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

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

33.1.2 listed by any governmental agency as a hazardous substance.

33.2 ALPHEUS will in no event be liable to SWBT-TX for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that ALPHEUS did not introduce to the affected work

location. If SWBT-TX ever has knowledge of the presence in the work location of hazardous materials, SWBT-TX shall notify ALPHEUS thereof in writing promptly after obtaining such knowledge. SWBT-TX will indemnify, defend (at ALPHEUS' request) and hold ALPHEUS and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:

33.2.1 Any Environmental Hazard that SWBT-TX, its contractors or agents introduce to the work locations, or

33.2.2 The presence or Release of any Environmental Hazard for which SWBT-TX is responsible under Applicable Law.

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

33.3.1 any Environmental Hazard that ALPHEUS, its contractors or agents introduce to the work locations, or

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

34. FORCE MAJEURE

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

the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

35. TAXES

35.1 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, income, personal property or real property or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

35.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

35.3 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 as reflected in appropriate tariff(s) 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.

35.4 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 34.2 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.

35.5 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.

35.6 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.

35.7 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. If applicable law as reflected in appropriate tariff(s) 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.

35.8 With respect to any Tax or Tax controversy covered by this Section 35, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to applicable law and as reflected in appropriate tariff(s) and at its own expense, any a Tax that it previously billed, or was billed that it is ultimately obligated to pay. 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.

35.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 17 hereof.

36. NON-WAIVER

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

37. NETWORK MAINTENANCE AND MANAGEMENT

37.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, including alternative numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired result.

37.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.

37.2.1 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.

37.2.2 Where the capability exists, originating or terminating traffic reroutes may be implemented on a nondiscriminatory basis 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.

37.2.3 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.

37.3 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 SWBT-TX, 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 Customers or 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 to provide the specific service to the specific location that violates the terms of this provision, 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.

38. SIGNALING

38.1 To the extent ALPHEUS interconnects its network with SWBT-TX's network, the Parties will Interconnect their networks using SS7 signaling as defined in GR-000317-CORE and GR-000394-CORE, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between ALPHEUS and SWBT-TX, the rates, terms, and conditions of Appendix SS7 will apply.

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

39. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

39.1 ALPHEUS will not send to SWBT-TX local traffic that is destined for the network of a Third Party unless ALPHEUS has the authority to exchange traffic with that Third Party.

40. CUSTOMER INQUIRIES

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

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

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

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

40.3 Except as otherwise provided in this Agreement, ALPHEUS shall be the primary point of contact for ALPHEUS' Customers or End Users with respect to the services ALPHEUS provides such Customers or End Users.

40.4 ALPHEUS acknowledges that SWBT-TX may, upon End User request, provide services directly to such End User similar to those offered to ALPHEUS under this Agreement.

41. EXPENSES

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

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

42. CONFLICT OF INTEREST

42.1 Each party represents that it has not paid a fee, or provided personal compensation or consideration to any of the other Party's current employees or agents in connection with the negotiation of this Agreement.

43. SURVIVAL

43.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 5.4; Section 5.6, Section 7.3; Section 8.1; Section 8.4; Section 8.5; Section 8.6; Section 8.7; Section 10, Section 11; Section 13; Section 14; Section 15; Section 16.1; Section 19; Section 20; Section 21; Section 23; Section 26.4; Section 27.1.3; Section 33; Section 35 and Section 43.

*44. SCOPE OF AGREEMENT

44.1 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. 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.

45. AMENDMENTS AND MODIFICATIONS

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

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

46. APPENDICES INCORPORATED BY REFERENCE

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

46.1.1 SWBT-TX shall provide to ALPHEUS access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.

An Asterisk **(*)** represents language ordered in the Texas PUC Docket No. 25188, Arbitration Award between SWBT-TX and ALPHEUS.

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

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

46.3 DATABASE ACCESS

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

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

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

46.4.2 SWBT-TX shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

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

46.5.1 SWBT-TX shall provide to ALPHEUS Interconnection of the Parties' facilities and equipment pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which is/are attached hereto and incorporated herein by reference.

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

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

46.7 OTHER SERVICES

46.7.1 911 and E911 Services

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

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

46.7.1.2.1 Having represented and warranted to SWBT-TX that it will only offer data services, ALPHEUS agrees that it will not provide voice service to its end users over the network elements furnished by SWBT-TX; and

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

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

46.7.2 AIN

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

the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

46.7.3 Directory Assistance (DA)

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

46.7.4 Hosting

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

46.7.5 Operator Services (OS)

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

46.7.6 Signaling System 7 Interconnection

46.7.6.1 At ALPHEUS' request, SWBT-TX shall perform SS7 interconnection services for ALPHEUS pursuant to the applicable Appendix SS7, which is/are attached hereto and incorporated herein by reference.

46.7.7 Publishing and Directory

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

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

46.8.1 SWBT-TX shall provide to ALPHEUS Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which is/are attached hereto and incorporated herein by reference.

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

46.9.1 SWBT-TX shall provide to ALPHEUS certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

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

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

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

46.11.1 Pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference, SWBT-TX will provide ALPHEUS access to Unbundled Network elements, for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto.

47. AUTHORITY

47.1 SWBT-TX represents and warrants that it is a limited partnership duly organized, validly existing and in good standing under the laws of the state of Texas. SWBT-TX represents and warrants that AT&T Inc. has full power and authority to execute and deliver this Agreement as agent for SWBT-TX. SWBT-TX represents and warrants that it has full power and authority to perform its obligations hereunder.

47.2 ALPHEUS represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. ALPHEUS represents and warrants that it has been as a LEC by the Commission(s) prior to submitting any orders hereunder and is authorized to provide the Telecommunications Services

contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

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

48. COUNTERPARTS

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

49. ENTIRE AGREEMENT

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

SWBT-TX Agreement
Signatures

Alpheus Communications, L.P.

Signature: Kent Major

Name: Kent Major
(Print or Type)

Title: President
(Print or Type)

Date: 8-17-06

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

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

Signature: Rebecca L Sparks

Name: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 08/21/06

An Asterisk (*) represents language ordered in the Texas PUC Docket No. 25188, Arbitration Award between SWBT-TX and ALPHEUS.

APPENDIX 800

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APPENDIX 800
(Access To The Toll Free Calling Database)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Access to the Toll Free Calling Database provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") to Alpheus Communications, L.P. ("ALPHEUS").

2. DESCRIPTION

2.1 SWBT-TX's 800 database, an American National Standards Institute (ANSI) Signaling System 7 (SS7) call-related database system, receives updates processed from the national System Management System (SMS) database. Customer records in the SMS are created or modified by entities known as Responsible Organizations (Resp Org) who obtain access to the SMS via the System Management System/800 database, Tariff FCC No. 1. 800 Service Providers must either become their own Resp Org or use the services of an established Resp Org. The services of a Resp Org include creating and updating 800 records in the SMS to download to the 800 database(s). SWBT-TX does not, either through a tariff or contract, provide Resp Org service.

2.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.

2.3 Access to the Toll Free Calling Database allows ALPHEUS to access SWBT-TX's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800, 888, and other codes as may be designated in the future).

2.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA call origination detail.

2.5 There are three optional features available with 800 service:

2.5.1 Designated 10-Digit Translation;

2.5.2 Call Validation; and

2.5.3 Call Handling and Destination.

2.5.4 The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and request delivery of the designated 10-digit number in place of the 800 number, SWBT-TX will deliver the designated 10-digit number.

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

2.5.5.1 Time of Day

2.5.5.2 Day of Week

2.5.5.3 Day of Year

2.5.5.4 Allocation of Traffic by Percentage

2.5.5.5 NPA-NXX-XXXX

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

3. GENERAL TERMS AND CONDITIONS

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

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

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

3.3 ALPHEUS shall address its queries to SWBT-TX's database to the alias point code of the STP pair identified by SWBT-TX. ALPHEUS' queries shall use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. ALPHEUS acknowledges that such subsystem number and translation type values are necessary for SWBT-TX to properly process queries to its 800 database.

3.4 Each Party warrants to the other that it shall send queries and SS7 messages conforming to the ANSI approved standards for SS7 protocol and pursuant to the Specifications and Standards documents attached and incorporated herein in Exhibit I. Both Parties acknowledge that transmission in said protocol is necessary for each Party to provision Access to the Toll Free Calling Database (or the equivalent thereof). Each Party reserves the right to modify its network pursuant to other specifications and standards, which may include Telcordia's specifications, defining specific service applications, message types, and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in accordance with the then prevailing industry standard procedures. Each Party shall work cooperatively to coordinate any necessary changes.

3.5 ALPHEUS acknowledges and agrees that CCS/SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SWBT-TX's CCS/SS7 network and its 800 database. ALPHEUS further agrees that SWBT-TX, at its sole discretion, may employ certain automatic and/or manual overload controls within SWBT-TX's CCS/SS7 network to guard against these detrimental effects. SWBT-TX shall report to ALPHEUS any instances where overload controls are invoked due to ALPHEUS' CCS/SS7 network. ALPHEUS shall take immediate corrective actions as are necessary to cure the conditions causing the overload situation.

3.6 During periods of 800 database system congestion, SWBT-TX shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of SWBT-TX's 800 database. The automatic code gapping procedure used by SWBT-TX shall notify ALPHEUS' switch of the gap length (how long ALPHEUS' switch should wait before sending another query) and the gap duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedures shall tell SWBT-TX's 800 database when to begin to drop one out of three queries received. This code gapping procedure shall be applied uniformly to all users of SWBT-TX's 800 database. SWBT-TX reserves the right to manually invoke the automatic code gapping procedure to control congestion.

3.7 Prior to SWBT-TX initiating service under this Appendix, ALPHEUS shall provide an initial forecast of busy hour query volumes. ALPHEUS shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever ALPHEUS anticipates a change to existing forecasts. ALPHEUS shall provide such updates each year for as long as this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than three years, assuming this Appendix in effect for that long or longer. If prior to the establishment of a mutually agreeable service effective date, in writing, SWBT-TX, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to ALPHEUS, SWBT-TX shall notify ALPHEUS of SWBT-TX's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

3.8 ALPHEUS shall from time to time at SWBT-TX's request, provide additional forecasted information as deemed necessary by SWBT-TX for network planning in connection with this offering.

3.9 SWBT-TX shall test the Access to the Toll Free Calling Database in conjunction with CCS/SS7 Interconnection Service (e.g., Appendix SS7) as outlined in Telcordia Technical References TR-NWT-000533, TR-NWT-000954, TR-TSV-000905, TP76638, GR-954-CORE, GR-905-CORE.

3.10 ALPHEUS shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither ALPHEUS nor carrier customers of ALPHEUS, if ALPHEUS is acting on behalf of other carriers, shall use the database information to copy, store, maintain or create any table or database of any kind or for any purpose. If ALPHEUS acts on behalf of other carriers to access SWBT-TX's Toll Free Calling Database, ALPHEUS shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT-TX after a query to SWBT-TX's Toll Free Calling Database. ALPHEUS shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.

3.11 ALPHEUS shall ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers.

3.12 SWBT-TX shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for ALPHEUS' activities on behalf of its local service customers where SWBT-TX is the incumbent local exchange carrier. ALPHEUS agrees that any other use of SWBT-TX's Toll Free Calling Database for the provision of 800 database service by ALPHEUS will be pursuant to the terms, conditions, rates, and charges of SWBT-TX's effective tariffs, as revised, for 800 database services.

3.13 Ordering and Billing Inquiries

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

3.13.1.1 For SWBT-TX - the Local Service Center (LSC).

4. RATE REGULATIONS

4.1 ALPHEUS shall pay a Local Service Order Request Charge for each ALPHEUS request for service order activity to establish Access to SWBT-TX's Toll Free Calling Database in Texas.

4.2 The prices at which SWBT-TX agrees to provide ALPHEUS with Access to the Toll Free Calling Database are contained in the applicable Appendix PRICING and/or the applicable Commission ordered tariff where stated.

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

4.4 Rate Elements

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

4.4.1 Basic Toll Free Access Query Rate Element

4.4.2 Designated 10-Digit Translation Rate Element

4.4.3 Call Validation Rate Element

4.4.4 Call Handling and Destination Rate Element

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

5. MONTHLY BILLING

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX 800
EXHIBIT I

1. SPECIFICATIONS AND STANDARDS

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

APPENDIX PHYSICAL COLLOCATION

An Asterisk (*) represents language ordered in the Texas PUC Docket No. 25188, Arbitration between SWBT-TX and ALPHEUS

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An Asterisk (*) represents language ordered in the Texas PUC Docket No. 25188, Arbitration between SWBT-TX and ALPHEUS

APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Physical Collocation provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") to Alpheus Communications, L.P. ("ALPHEUS").

2. DEFINITIONS

2.1 **"Active Central Office Space"** denotes the existing central office switch room space, which can be designated for physical collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete and unused equipment.

2.2 **"Adjacent Structure"** is a Collocator provided structure at SWBT-TX's Premises adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.

2.3 **"Application Fee"** means the charge assessed by SWBT-TX to process ALPHEUS' application for physical collocation requests.

2.4 **"Approved Vendor"** is a vendor who is qualified by SWBT-TX for installation, and/or removal of central office equipment, which is administered by **AT&T** Procurement on a state by state basis.

2.5 **"Augment"** is a request from ALPHEUS to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Physical Collocation arrangement.

2.6 **"Caged Physical Collocation"** is a cage or similar structure (not including a top) enclosing ALPHEUS' Physical Collocation Space in which ALPHEUS may install its telecommunications equipment.

2.7 **"Cageless Physical Collocation"** is a Collocation arrangement provided in single bay increments, and does not require the construction of a cage or similar structure.

2.8 **"Collocation Interconnection Power Panel (CIPP)"** is a DC Power panel for Power termination. Two DC Power panels are available: (1) A DC power panel designed to provide either 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage; See also 9.6.5.

2.9 **"Collocator"** is any individual, partnership, association, joint stock company, trust corporation, or governmental entity or any other entity who is collocated in a SWBT-TX location, for purposes of Interconnection with SWBT-TX or access to Unbundled Network Elements (UNEs).

2.10 **"Delivery Date"** is the date on which SWBT-TX provides the requested collocation space to ALPHEUS in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.

2.11 **"Eligible Equipment"** is the equipment eligible for collocation as defined in Section 6 of this Appendix.

2.12 **"Eligible Structure"** is (1) a SWBT-TX central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SWBT-TX that houses its network facilities, or (3) a structure that houses SWBT-TX transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.13 **"Entrance Fiber Facility"** is an arrangement where a ALPHEUS-provided single mode fire retardant dielectric fiber optic cable extends from the SWBT-TX designated manhole into the SWBT-TX Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. ALPHEUS shall be permitted no more than two (2) entrance routes into the SWBT-TX Eligible Structure, if available.

2.14 **"Equipment"** means hardware that must use power, have electronics, and provide a Telecommunications Service A line card is a piece part or a subcomponent of a complete unit of equipment. (Agreed to modifications 121301

2.15 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.16 **"Infrastructure Systems"** include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.17 **"Interconnector's Collocation Services Handbook"** or like document is a publication provided to ALPHEUS, which provides information on how to order collocation arrangements and the processes and requirements for collocation in Texas, which is located on the SWBT-TX CLEC ONLINE Web-Site (https://clec.sbc.com/), as amended from time to time.

2.18 **"Non Standard Collocation Request (NSCR)"** are not standard offerings or configurations.

2.19 **"Other Central Office Space"** denotes the space within the central office, which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.

2.20 **"Physical Collocation"** is as defined in Section 4 of this Appendix.

2.21 **"Physical Collocation Space"** is the space provided for ALPHEUS' physical collocation arrangement located within an SWBT-TX Eligible Structure.

2.22 **"Point of Termination (POT)"** denotes the point of demarcation, within an Eligible Structure at which SWBT-TX responsibility for the provisioning of service ends.

2.23 **"Premises"** means SWBT-TX's Eligible Structures and all land owned, leased or otherwise controlled by SWBT-TX that is adjacent to these Eligible Structures.

2.24 **"Project Management Fee"** reflects SWBT-TX's labor costs to manage the provisioning of ALPHEUS' space requirements for a particular Physical Collocation Space request. This fee is applicable upon the submission of an application.

2.25 **"Shared Physical Collocation Cage"** is a caged Physical Collocation Space that is shared by two or more collocators within SWBT-TX's Eligible Structure.

2.26 **"Technically Feasible" -** A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a ALPHEUS seeking collocation in SWBT-TX's Eligible Structures that such an arrangement is technically feasible.

2.27 **"Unbundled Network Element (UNE)"** is as defined in General Terms and Conditions of this Agreement.

2.28 **"Unused Space"** is space within SWBT-TX Premises which is available for collocation (subject to technically feasibility, state and local safety and engineering requirements, third party property rights, and other requirements set forth in this Agreement) unless it is (a) physically occupied by non-obsolete and/or used equipment; (b) assigned to another collocator in accordance to FCC rules; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by SWBT-TX or by another carrier or (f) essential for the administration and proper functioning of SWBT-TX's Premises.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, on which SWBT-TX will provide Physical Collocation to ALPHEUS.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of ALPHEUS, SWBT-TX shall consider an application for collocation space submitted prior to receiving Commission or FCC approval of this Agreement under Section 252. Upon such an election, this Appendix shall become effective. In the event that the Appendix does not become fully effective as contemplated by this Section, ALPHEUS shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SWBT-TX. To the extent that SWBT-TX has any incurred preparation costs not included within any payment made by ALPHEUS, ALPHEUS shall pay those costs within thirty (30) calendar days of ALPHEUS' receipt of written notice by SWBT-TX detailing the nature and extent of such preparation costs. SWBT-TX shall cease any and all preparation activities and mitigate costs incurred in considering an application or preparing ALPHEUS' collocation space immediately upon notice, written or otherwise, that the Commission has rejected this Agreement under Section 252.

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

3.2.2.1 If the Commission has not approved an ICA prior to completion of the build-out, SWBT-TX will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to ALPHEUS if the final non-recurring costs have been received, pursuant to Section 19.5. Applicable monthly recurring charges will commence when space is turned over.

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

3.2.2.3 If ALPHEUS has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) calendar days after space turnover, then ALPHEUS

(forfeits) all charges collected to date by SWBT-TX and the collocation space. ALPHEUS will have thirty (30) days to remove any equipment and bays placed by ALPHEUS in the premise.

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

4 GENERAL OFFERINGS

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

4.1.1 Caged Physical Collocation

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

4.1.1.2 ALPHEUS must use a SWBT-TX approved contractor/vendor to perform the necessary preparation activities within ALPHEUS' Physical Collocation Space including the construction of the cage and any physical security arrangements. If applicable, such Physical Collocation Space preparation activities shall be in

accordance with all approved plans and specifications and coordinated with SWBT-TX, and ALPHEUS shall be solely responsible for all charges of any such contractor/vendor. ALPHEUS must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, SWBT-TX shall provide ALPHEUS Shared Caged Collocation in any Unused Space.

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

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

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

4.1.2.1.3 For Subleased Shared Collocation, if Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates SWBT-TX as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement relating to Physical Collocation and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared

Collocation arrangement, Collocator agrees that Primary Collocator's rates, terms and conditions relating to Subleased Shared Collocations set forth in the Primary Collocator's Section 251/252 agreement or the applicable tariff under which the Primary Collocator purchases collocation t shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

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

4.1.2.1.5 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees SWBT-TX the prompt and full payment of any charges assessed on the Shared Caged Collocation to the full extent of its occupation of the Shared Caged Collocation, as determined on a fractional basis of the total square footage of the Shared Caged Collocation arrangement by the amount of space actually occupied by Collocator. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Caged Collocation, that Collocator shall become the Primary Collocator and will be held financially responsible. SWBT-TX shall bill the new Primary Collocator the applicable charges to change

SWBT-TX's records and databases to reflect such new Primary Collocator.

4.1.3 Cageless Physical Collocation

4.1.3.1 Subject to technical feasibility and security requirements, SWBT-TX will allow ALPHEUS to collocate in any Unused Space in SWBT-TX's Eligible Structure, without requiring the construction of a cage or similar enclosure, and without requiring the creation of a separate entrance to ALPHEUS' Physical Collocation Space. SWBT-TX will designate the space to be used for cageless collocation. SWBT-TX's space designation shall not materially increase ALPHEUS' collocation costs or impose material delays in ALPHEUS' occupation and use of SWBT-TX's premises. SWBT-TX may require ALPHEUS to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for ALPHEUS' use, and once inside the building, SWBT-TX must permit ALPHEUS to have direct access to their equipment.

4.1.3.2 ALPHEUS will install their own bay(s) by a SWBT-TX Approved Vendor. SWBT-TX will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. upon request by ALPHEUS. Otherwise, SWBT-TX will provide space for the bay(s) in a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.1.3.3 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.1.3.4 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width and up to 36" in depth.

4.1.3.5 SWBT-TX prefers that the equipment mounted in the bay be flush mounted with the front of the bay; provided, however, in no event may the equipment be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.

4.1.3.6 SWBT-TX may not require ALPHEUS to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to SWBT-TX's network if technically feasible. SWBT-TX may take reasonable steps to

protect its own equipment, such as, but not limited to, enclosing SWBT-TX equipment in its own cage, and other reasonable security measures examples of which are described herein Section 13 of this Appendix. SWBT-TX must make cageless collocation space available in single-bay increments, meaning that ALPHEUS can purchase space in single bay increments. SWBT-TX will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first ALPHEUS in an SWBT-TX Premise will not be responsible for the entire cost of site preparation. SWBT-TX will provide collocation space in CEV's, Huts or Cabinets in increments of "rack inches" (the amount of vertical rack space required to mount ALPHEUS' equipment including any space required for equipment separation and heat dissipation).

4.1.4 Adjacent Structure Collocation

4.1.4.1 When space is legitimately exhausted inside an SWBT-TX Eligible Structure, SWBT-TX will permit ALPHEUS to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts or similar structures such as those used by SWBT-TX to house telecommunications equipment) located at SWBT-TX's Premises to the extent technically feasible, even if virtual collocation space is not exhausted. SWBT-TX's premises encompasses land owned, leased or controlled by SWBT-TX, as well as any SWBT-TX network structure on such land. SWBT-TX will permit ALPHEUS or a third party to construct or otherwise procure such Adjacent Structure, subject to reasonable safety and maintenance requirements, zoning and other state and local regulations, and SWBT-TX's right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. SWBT-TX will allow ALPHEUS to provide equipment installed within the Adjacent Structure subject to all the requirements set forth in this Appendix. ALPHEUS will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. SWBT-TX may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. SWBT-TX will assign the location where the Adjacent Structure will be placed.

4.1.4.2 When requested, SWBT-TX will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office

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

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

4.2 All requests for **"Other Physical Collocation"** arrangements or other Collocation services not contained in this Appendix will be considered on a case-by-case basis (ICB or NSCR). Other Physical Collocation arrangements or other Collocation services requested via an ICB or NSCR shall (i) be subject to the payment by ALPHEUS of all applicable costs in accordance with Section 252(d)(1) of the Act to process such request and develop, provision and bill such Collocation method or service, (ii) be excluded from any provisioning intervals or performance measures contained in this Agreement, and (iii) require the Parties to reach written agreement on any rates, terms and conditions applicable to such ICB or NSCR within thirty (30) days after ALPHEUS confirms its order pursuant to the ICB or NSCR. When a ALPHEUS requests a particular Physical Collocation arrangement, ALPHEUS is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC, with a substantially similar network, has deployed such collocation arrangement in any incumbent LEC Physical Collocation Space. If SWBT-TX refuses to provide a Physical Collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises in question cannot support the arrangement because of either technical reasons or lack of space.

4.3 ALPHEUS' SWBT-TX Approved Vendor will be permitted access to the SWBT-TX Main Distribution Frame and/or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. ALPHEUS must use a SWBT-TX Approved Power Installation Vendor to install power cable(s) from ALPHEUS' Physical Collocation Space to the designated SWBT-TX's Battery Distribution Fuse Bay (BDFB) or Power

Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5.3 and 10.6 of this Appendix.

4.4 SWBT-TX shall permit ALPHEUS to place its own connecting transmission facilities within SWBT-TX's Eligible Structure in the Physical Collocation space, without requiring ALPHEUS to purchase any equipment or connecting facilities solely from SWBT-TX, subject to reasonable safety limitations.

4.5 SWBT-TX shall voluntarily permit the Collocator to provide, via installation by an SWBT-TX approved vendor, a direct connection between its collocated equipment in a Physical Collocation Space to its collocated equipment located within the same SWBT-TX Eligible Structure provided such Collocator has satisfied the statutory and contractual requirements for collocation in each instance. In addition, SWBT-TX shall permit the Collocator to provide, via installation by an SWBT-TX approved vendor, a direct connection between its collocated equipment and the collocated equipment of one or more separate telecommunications carriers collocated within the same SWBT-TX Premises provided that Collocator and each such carrier has satisfied the statutory and contractual requirements to qualify for collocation. Where technically feasible, a connection may be made using copper cable, dark fiber, coaxial cable, lit fiber, or such other transmission medium (media) mutually agreed to by AT&T and collocators in writing. A collocation application listing a different medium (media) for a connection, even if accepted by SWBT-TX, shall not constitute such a writing. A Collocator's request for a connection using other transmission medium (media) shall be submitted via the NSCR/ICB procedure.

4.5.1 SWBT-TX will designate and engineer the route place cable racking (if applicable) and provide space to be used for such facilities. Such connections and their installation shall be subject to the same reasonable safety requirements that SWBT-TX imposes on its own equipment and facilities, without requiring the ALPHEUS to purchase any equipment or connecting facilities solely from SWBT-TX.

*4.6 SWBT-TX must either provide collocator-to-collocator cross connections, in parity with how it provisions cross-connects for itself, or in the alternative, must allow ALPHEUS to run its own collocator-to-collocator cross-connects under conditions that are in parity with how SWBT-TX provides them for itself.

5. SPACE AVAILABILITY

5.1 At ALPHEUS' request, SWBT-TX will provide space for Physical Collocation as described above. SWBT-TX is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, SWBT-TX will provide Adjacent Structure

Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where SWBT-TX proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, SWBT-TX will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.

5.2 SWBT-TX will provide physical collocation arrangements in Eligible Structures and on its Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by SWBT-TX. SWBT-TX will notify ALPHEUS as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of ALPHEUS' accurate and complete Physical Collocation Application. If SWBT-TX determines that ALPHEUS' Physical Collocation Application is unacceptable, SWBT-TX shall advise ALPHEUS of any deficiencies within this ten (10) calendar day period. SWBT-TX shall provide ALPHEUS with sufficient detail so that ALPHEUS has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, ALPHEUS must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, but rather as a new Physical Collocation Application with a new ten (10) calendar day space notification and delivery interval.

5.2.1 When space for Physical Collocation in a particular Eligible Structure is legitimately exhausted, SWBT-TX shall place ALPHEUS on the waiting list for collocation in a particular Eligible Structure according to the date ALPHEUS submitted its application for Physical Collocation in that Eligible Structure.

5.3 If SWBT-TX contends that space for Physical Collocation is not available in an Eligible Structure, SWBT-TX must allow ALPHEUS to tour the entire central office or other Eligible Structure in question, without charge and within ten (10) calendar from the receipt of SWBT-TX's denial of space notification or such later date as mutually agreed by the parties. Prior to taking a tour, each representative must execute and deliver to SWBT-TX a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an SWBT-TX's Eligible Structure.

5.3.1 If ALPHEUS disputes SWBT-TX's determination, ALPHEUS can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the

third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by SWBT-TX and ALPHEUS. The third party engineer shall take into consideration SWBT-TX's planned use for the Eligible Structure under review and, to the extent it can review ALPHEUS space and how it is used.

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

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

5.5 Upon receipt of a written request, SWBT-TX will submit to ALPHEUS within ten (10) calendar days of the submission of the request a report describing in detail the space that is available for collocation in a particular SWBT-TX Premises. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the use of the space since the last report. This report will also include measures that SWBT-TX is taking to make additional space available for collocation. SWBT-TX will provide a report for (1))Two(2)to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should ALPHEUS submit more than twenty (20) requests at once for central offices where there is no current collocation or collocation forecasted, SWBT-TX will provide the information on a scheduled basis of ten (10) additional offices for every ten (10) business days.

5.5.1 In SWBT-TX, reports shall be ordered via the Collocation order form on SWBT-TX's CLEC ONLINE Web-site and shall specifically identify the CLLI code of each Eligible Structure for which a report is ordered.

5.5.2 ALPHEUS shall be solely responsible for the costs associated with implementing these reporting measures. SWBT-TX shall recover costs, as identified in Appendix Pricing, for the implementation of these reporting measures.

5.5.3 SWBT-TX shall permit a Collocator to submit Physical Collocation Space preferences prior to SWBT-TX assigning the carrier's space. Such preference shall be indicated on the Collocator's Physical Collocation application.

5.6 SWBT-TX is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, SWBT-TX is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of ALPHEUS equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. SWBT-TX and ALPHEUS shall not unreasonably warehouse forecasted space.

5.7 To the extent possible, SWBT-TX will make contiguous space available to a ALPHEUS if a ALPHEUS seeks to expand an existing Physical Collocation arrangement and such request meets SWBT-TX's non-discriminatory practices regarding efficient space utilization. In parity with the rights stated, ALPHEUS has the right to reserve (i.e., lease unused space, particularly in a cageless environment, and may reserve (i.e., lease) and utilize contiguous space when available, in compliance with Section 9.8 of this Appendix.

5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, SWBT-TX will take into account future demand based upon its knowledge of ALPHEUS demand for Collocation. ALPHEUS will provide SWBT-TX with a two (2)-year rolling non-binding forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.

5.9 SWBT-TX may retain a limited amount of floor space for SWBT-TX's own specific future uses; provided, however that neither SWBT-TX nor any of its affiliates may reserve space for future use for like equipment on terms more favorable than those that apply to other telecommunications carriers, including ALPHEUS, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, SWBT-TX will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless SWBT-TX proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, SWBT-TX and ALPHEUS will attempt to reach a mutually agreeable alternative method of interconnection.

5.10 At the request of the Commission or ALPHEUS, SWBT-TX shall remove any obsolete and unused equipment (e.g., retired “in-place") from its Eligible Structures. SWBT-TX shall be permitted to recover the cost of removal and/or relocation of such equipment if SWBT-TX incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

5.11 SWBT-TX may impose reasonable restrictions on its provision of additional Unused Space available for Collocation (so-called “warehousing”) as described in paragraph 586 of the First Report and Order (96-325); provided, however, that SWBT-TX shall not set a maximum space limitation on ALPHEUS unless SWBT-TX proves to the Commission that space constraints make such restrictions necessary.

5.12 Notwithstanding anything contrary in this Agreement, SWBT-TX maintains ultimate authority to assign and configure space for Physical Collocation within its Premises. SWBT must act as a neutral property owner and manager, rather than a direct competitor of any CLEC in assigning physical collocation space. SWBT-TX will assign Physical Collocation Space on rates, terms and conditions that are just, reasonable, and nondiscriminatory. SWBT-TX's space assignment will not (i) materially increase a Collocator's collocation costs or materially delay a Collocator's occupation and use of the SWBT-TX's Premises, unless required by operational constraints unrelated to competitive concerns, or (ii) reduce unreasonably the total space available for physical collocation or preclude unreasonably Physical Collocation within SWBT-TX's Premises. In addition, SWBT-TX will not assign Physical Collocation Space that will discriminatorily impair the quality of service or impose other material limitations on the service Collocator wishes to offer.

5.13 SWBT-TX may restrict Physical Collocation to space separated from space housing SWBT-TX's Equipment, provided that each of the following conditions is met:

(1) Either legitimate security concerns, or operational constraints unrelated to SWBT-TX's or any of its Affiliates' or subsidiaries competitive concerns, warrant such separation;

(2) Any Physical Collocation Space assigned to an Affiliate or subsidiary of SWBT-TX is separate from space housing SWBT-TX's equipment;

(3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space;

(4) The cost of the separate space to ALPHEUS will not be materially higher than the cost of non-separated space; and

(5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

5.14 SWBT-TX may require the employees and contractors of ALPHEUS to use a central or separate entrance to the SWBT-TX Premises; provided, however, that where SWBT-TX requires that the employees or contractors of ALPHEUS access collocated Equipment only through a separate entrance, employees and contractors of SWBT-TX's Affiliates and Subsidiaries will be subject to the same restriction. Consistent with Paragraph 103 of FCC 01-204, SWBT-TX will require ALPHEUS to pay only for the least expensive, effective security option that is available for the physical collocation space.

5.15 SWBT-TX may construct or require the construction of a separate entrance to access Physical Collocation Space, provided that each of the following conditions is met:

(1) Construction of a separate entrance is technically feasible;

(2) Either legitimate security concerns, or operational constraints unrelated to SWBT-TX's or any of its Affiliates' or Subsidiaries competitive concerns, warrant such separation;

(3) Construction of a separate entrance will not artificially delay collocation provisioning; and

(4) Construction of a separate entrance will not materially increase ALPHEUS' costs.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 SWBT-TX will allow Equipment to be collocated only if (1) it is "necessary" for interconnection to the SWBT-TX's network for the transmission and routing of telephone exchange service or exchange access, or for access to SWBT-TX's unbundled network elements ("UNEs") for the provision of a Telecommunications Service, under all the standards and requirements addressed in this Section 6, or (2) SWBT-TX voluntarily decides to allow the Equipment to be collocated on a non-discriminatory basis.

6.2 For purposes of this Section 6, Equipment is considered "necessary" as follows:

(1) Equipment is considered necessary for Interconnection if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining interconnection with SWBT-TX at a level equal in quality to that which SWBT-TX obtains within its own network or SWBT-TX provides to any Affiliate, subsidiary, or other party.

(2) Equipment is considered necessary for access to a UNE if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude Collocator from obtaining nondiscriminatory access to that UNE, including any of its features, functions, or capabilities.

6.3 Subject to the requirements of Section 6, "Stand-alone Function" Equipment that may be collocated include but are not limited to:

(1) transmission equipment that is optical terminating equipment or a multiplexer including but not limited to DWDM equipment.

(2) Equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.

(3) Equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. "Advanced Services Equipment" is defined as, and limited to, the following equipment: DSLAMs or functionally equivalent equipment; spectrum splitters that are used solely in the provision of Advanced Services; packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; modems used in the provision of packetized data; and DACS frames used only in the provision of Advanced Services.

(4) Optical Concentrator Devices ("OCDs") or functionally equivalent Equipment used to provide Advanced Services.

(5) remote switch modules ("RSMs") used in conjunction, via an umbilical, with host switches located in different CLEC locations.

*6.4 The above sections do not permit ALPHEUS to install equipment that burdens SWBT-TX's property interests, and alternative Equipment not imposing such a burden is practically, economically, and operationally available to obtain interconnection or access to UNEs consistent with sections 251(c)(2) and 251(c)(3) of the Act. ALPHEUS will provide all information needed by SWBT-TX concerning the equipment or facilities in question, including without limitation its size (height, width, and depth) and its requirements for power, heat, ventilation, and air conditioning, and other resources. ALPHEUS will further indicate the specific equipment it intends to collocate; inform SWBT-TX whether it intends to use the equipment for interconnection with SWBT-TX's network for the transmission and routing of telephone exchange service and exchange access, and/or for access to SWBT-TX's UNEs for the provision of a Telecommunications Service. SWBT-TX and ALPHEUS will make a determination on a request-by-request basis of whether or not Equipment meets these standards in order to be permitted, or whether or not Equipment will be voluntarily permitted. The burden

of proof is on SWBT-TX when it objects to ALPHEUS' collocation of equipment for purposes within the scope of Section 251(c)(6) of the Act.

*6.5 SWBT-TX will not allow collocation of, among other Equipment, traditional, circuit switches or enhanced/information services Equipment. For purposes of this section, "traditional, circuit switch" is as described in the FCC's Fourth Report and Order, CC Docket 98-147. ALPHEUS may collocate certain switching and/or routing equipment, including, but not limited to, equipment that is capable of performing the functions of a Class 4 or 5 switch. The equipment that can be collocated has restrictions based on size, weight, power consumption and use of HVAC that would unduly burden SWBT-TX's space and supporting infrastructure than the equivalent single-function equipment previously approved for collocation would entail. Also, the additional "unnecessary" functions must not increase the overall demand on SWBT-TX's space and other resources above the levels that would prevail if the functions were excluded from the equipment or not activated, thus not meeting the "necessary" standard.

6.6 For purposes of this Section 6, "Multi-functional Equipment" is defined as Equipment that combines one or more functions that are necessary for interconnection or access to UNEs with one or more functions that would not meet that standard as stand-alone functions ("Unnecessary Functions"). SWBT-TX will permit the collocation of Multi-functional Equipment if the primary purpose and function of the Equipment, as ALPHEUS seeks to deploy it, meets the requirements set forth in Section 6.2 above for either interconnection or access to UNEs. For a piece of Multi-functional Equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more UNEs, there also must be a logical nexus between the additional functions the Equipment would perform and the telecommunication services which ALPHEUS seeks to provide to its customers by means of the interconnection or UNE. The additional functions must aid in the actual transmission or routing of telephone exchange service and exchange access used with interconnection, or in the actual provision of the telecommunications service used with access to UNEs, in the manner that ALPHEUS intends to provide such services. For example, SWBT-TX will not allow collocation of certain Equipment including, without limitation, Equipment used to provide payroll processing, data collection, billing, or Equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, or other operation support systems, or other Equipment that does not provide telecommunications services. ALPHEUS may not collocate Multi-Functional Equipment that has unnecessary functions, which significantly increases the burden on SWBT-TX's property interests. For example, the additional functions must not require reconfiguration of the outer boundaries of ALPHEUS' collocation space, increased floor support, or upgrades to power, air conditioning, heating, or similar plant. SWBT-TX also will consider other potential burdens on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6. For SWBT-TX to make

these considerations, ALPHEUS must provide, without limitation, the information described in Section 6.4.

6.7 Ancillary Equipment or facilities do not provide telecommunications services and are not "necessary" for interconnection or access to unbundled network elements. SWBT-TX voluntarily allows ALPHEUS to place in its Physical Collocation space certain ancillary Equipment or facilities solely to support and be used with Equipment that ALPHEUS has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, portable test equipment, equipment racks and bays, and potential other ancillary equipment or facilities may be placed in SWBT-TX's premises, on a non-discriminatory basis.

6.8 ALPHEUS may not collocate certain equipment, facilities, or hardware which duplicate equipment, facilities or hardware used, and functions performed, by SWBT-TX as part of its provision of infrastructure systems for collocation. Such equipment, facilities or hardware include, without limitation, Battery Distribution Fuse Bays, air conditioners, heaters, or bulk power plants. These and other types of equipment, facilities or hardware that do not provide Telecommunications Services may not be collocated.

6.9 SWBT-TX will consider other equipment that provides a Telecommunications Service on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6.

6.10 SWBT-TX does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of ALPHEUS' equipment and facilities.

6.11 All types of equipment placed in SWBT-TX Eligible Structures or on its Premises by Collocators must meet the SWBT-TX minimum safety standards. The minimum safety standards are as follows: ALPHEUS' equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) ALPHEUS must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SWBT-TX) prior to January 1, 1998 with no known history of safety problems.

6.12 SWBT-TX will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that SWBT-TX applies to its own network equipment. SWBT-TX will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.13 In the event that SWBT-TX denies Collocation of ALPHEUS' equipment, citing minimum safety standards, SWBT-TX will provide within five (5) business days

of ALPHEUS' written request to SWBT-TX representative(s), a list of SWBT-TX equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such SWBT-TX equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

*6.14 In the event ALPHEUS submits an application requesting collocation of certain equipment and SWBT-TX determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the burden of proof is on SWBT-TX when objecting to ALPHEUS' collocation of equipment for the purposes of Section 251 (c)(6) of the Act. If SWBT-TX determines that ALPHEUS has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, ALPHEUS must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from SWBT-TX or as soon as reasonably possible with mutual consent of the Parties. ALPHEUS will be responsible for the removal and all resulting damages. If the Parties do not resolve the dispute, SWBT-TX or ALPHEUS may file a complaint at the Commission seeking a formal resolution of the dispute.

7. PHYSICAL COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

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

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

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

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

7.4 ALPHEUS shall pay its proportionate share of any reasonable security arrangements SWBT-TX employs to protect SWBT-TX equipment and ensure network reliability.

7.5 Payment of Preparation - Prior to any obligation on SWBT-TX to start any preparation of the Physical Collocation Space, ALPHEUS shall pay SWBT-TX fifty percent (50%) of the Preparation Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for ALPHEUS ("Custom Work"). ALPHEUS also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by ALPHEUS, subject to Section 19.5.

7.6 Occupancy Conditioned on Payment - SWBT-TX shall not permit ALPHEUS to have access to the Physical Collocation Space for any purpose other than inspection during construction of ALPHEUS' Physical Collocation Space until SWBT-TX is in receipt of complete payment of the Preparation Charge and any Custom Work charges.

7.7 Breach Prior to Commencement Date - In the event that ALPHEUS materially breaches this Agreement by purporting to terminate this Agreement after SWBT-TX has begun preparation of the Physical Collocation Space but before SWBT-TX has been paid the entire amounts due under this Appendix, then in addition to any other remedies that SWBT-TX might have, ALPHEUS shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal

including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT-TX's intrastate tariff late payment provision(s) applicable to access services for the State in which the Physical Collocation Space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.

7.10 The monthly recurring charge(s) shall begin to apply, no later than five (5) calendar days from the date that SWBT-TX made the Physical Collocation Space available to ALPHEUS, Physical Collocation Space regardless of any failure by ALPHEUS to complete its work. The fact that SWBT-TX may have additional work to perform after ALPHEUS does complete its work shall not bar the start of such charges.

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

8. USE OF PHYSICAL COLLOCATION SPACE

8.1 SWBT-TX shall ensure that the Physical Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by SWBT-TX in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8.2 Restroom access and parking will be provided on a reasonable basis.

8.3 A list of all ALPHEUS equipment that will be placed within the Physical Collocation Space shall be set forth on ALPHEUS' Physical Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of ALPHEUS' equipment. ALPHEUS warrants and represents that the Physical Collocation Application contains a complete and accurate list of such ALPHEUS equipment. ALPHEUS' SWBT-TX Approved Vendor shall not place or leave any other equipment or facilities within the Physical Collocation Space without the express written consent of SWBT-TX, which will not be unreasonably withheld.

8.4 In the event that subsequent to the submission of the Physical Collocation Application and its list of ALPHEUS' equipment with the required technical information, ALPHEUS desires to place in the Physical Collocation Space any

telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation Application, ALPHEUS shall furnish to SWBT-TX a new Physical Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, SWBT-TX may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both SWBT-TX and ALPHEUS of a final list and description and receipt by SWBT-TX of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "ALPHEUS' Equipment."

8.5 ALPHEUS' Equipment, operating practices, or other activities or conditions attributable to ALPHEUS that represents a demonstrable threat to SWBT-TX network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.

8.6 Operation of any equipment, facilities or any other item placed in the Physical Collocation Space shall not interfere with or impair service over SWBT-TX network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Physical Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Physical Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public ("events of default"). Any of the foregoing events of default would be a material breach of this Appendix.

8.7 In no case shall ALPHEUS' SWBT-TX Approved Vendor or any person or entity purporting to be acting through or on behalf of ALPHEUS make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Physical Collocation Space the Eligible Structure or the Adjacent Structure without the advance written permission or direction of SWBT-TX. SWBT-TX shall consider a modification, improvement, addition, repair, or other alteration requested by ALPHEUS, provided that SWBT-TX shall have the right to reject or modify any such request. If SWBT-TX performs any such construction, and the associated cost shall be paid by ALPHEUS in accordance with SWBT-TX then-standard custom work order process, ICB or NSCR.

9. ALPHEUS RESPONSIBILITIES

9.1 Consistent with the nature of the Eligible Structure, the Adjacent Structure and the environment of the Physical Collocation Space, ALPHEUS shall not use the Physical Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by ALPHEUS shall be permitted on the Eligible Structure, on the grounds surrounding the building, or on the Adjacent Structure.

9.2 ALPHEUS represents and warrants that each item of ALPHEUS' Equipment meets SWBT-TX minimum safety standards and are compliant with the other requirements set forth in this Appendix. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO SWBT-TX IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

9.3 Procurement, installation and termination of interconnection cabling between ALPHEUS' Physical Collocation Space and SWBT-TX Main Distribution Frame and/or interconnection points by ALPHEUS' SWBT-TX Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5.3 of this Appendix.

9.4 Procurement and installation of power cable(s) ALPHEUS' SWBT-TX Approved Power Installation Vendor from the Physical Collocation Space to the designated SWBT-TX's Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.

9.5 ALPHEUS' employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that ALPHEUS' employees, agents and contractors comply with SWBT-TX's policies and practices pertaining to fire, safety and security. ALPHEUS agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.

9.6 ALPHEUS is solely responsible for the design, engineering, installation, testing, performance, and maintenance of ALPHEUS Telecom Equipment used by ALPHEUS in the Physical Collocation Space. ALPHEUS may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by ALPHEUS and has received approval for such action by SWBT-TX. ALPHEUS is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space.

9.6.1 Its fiber optic cable(s);

9.6.2 Its ALPHEUS Telecom Equipment;

9.6.3 ALPHEUS requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the

extent that such fuses and circuit breakers are within ALPHEUS' Physical Collocation Space; and

9.6.4 The connection cable and associated equipment which may be required within ALPHEUS' Physical Collocation Space to the point(s) of termination of that cable within ALPHEUS' Physical Collocation Space.

9.6.5 SWBT-TX requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from SWBT-TX's BDFB. No CIPP is required for 20, 40 or 50 amp arrangements, which are served from SWBT-TX's BDFB. The CIPPs are designed to provide 20, 40, 50 or 100/200 (maximum) amp redundant increments of DC power. The CIPP is always required for 100/200 amp or greater power arrangements. ALPHEUS will furnish and install the (CIPP) within a ALPHEUS-provided equipment bay designated by ALPHEUS. The CIPP must meet TP76200MP Level 1 requirements.

9.7 ALPHEUS will, whenever possible, place their telecom equipment in the Physical Collocation Space within ninety (90) calendar days of Delivery Date. ALPHEUS must interconnect to SWBT-TX's network or gain access to SWBT-TX's unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If ALPHEUS fails to do so, SWBT-TX may, upon thirty (30) calendar days written notice, terminate that Physical Collocation arrangement, and ALPHEUS shall be liable in an amount equal to the unpaid balance of the charges due under this Appendix for the terminated arrangement and, further, shall continue to be bound by the provisions of this Appendix. For purposes of this Section, ALPHEUS' Telecom Equipment is considered to be interconnected when physically connected to SWBT-TX's network or a SWBT-TX unbundled network element for the purpose of ALPHEUS providing a telecommunications service.

9.8 Orders for additional space will not be accepted until ALPHEUS' Physical Collocation Space in the requested Eligible Structure, is "efficiently used." In cases where ALPHEUS attests in writing to SWBT-TX of actual demands for service which warrant additional growth beyond its current structure prior to 60% use restriction below, SWBT-TX will not unreasonably withhold additional space from ALPHEUS, if ALPHEUS can reach the 60% utilization mark for existing space prior to the completion of the new space. ALPHEUS will work cooperatively with SWBT-TX at all times to efficiently utilize space. Orders for additional Connecting Facility Assignments (CFAs) will not be accepted until the specific CFA type requested (i.e. DSO, DS1, Fiber, etc.) in the requested Eligible Structure is "efficiently used." In cases where ALPHEUS attests in writing to SWBT-TX of actual demands for service which warrant additional growth prior to 60% use restriction on CFA below, SWBT-TX will not unreasonably withhold additional CFA from ALPHEUS, if ALPHEUS can reach the 60% utilization

mark for existing CFA prior to the completion of the new space. ALPHEUS will work cooperatively with SWBT-TX at all times to efficiently utilize CFA.

9.8.1 For purposes of this Appendix, “efficiently used" space means the ALPHEUS is utilizing between sixty percent (60%) and one hundred percent (100%) of ALPHEUS’ existing collocation space arrangement, caged and/or cageless, in a particular Eligible Structure. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of SWBT-TX.

9.8.2 For purposes of this Appendix, “efficiently used" CFA means that at least sixty percent (60%) of the Collocator’s specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for purpose of interconnecting to SWBT-TX network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of SWBT-TX.

9.9 Subject to the limitations and restrictions of this Appendix, ALPHEUS may place or install in or on the Physical Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Physical Collocation Space as described above. Personal property, fixtures and unpowered facilities placed by ALPHEUS in the Physical Collocation Space shall not become a part of the Physical Collocation Space, even if nailed, screwed or otherwise fastened to the Physical Collocation Space, but shall retain their status as personal property and may be removed by ALPHEUS at any time. Any damage caused to the Physical Collocation Space by the removal of such property shall be repaired at ALPHEUS’ expense.

9.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 9.10.1, 9.10.2, 9.10.3, and 9.10.4. The effect of the technical publications, handbooks, requirements or other SWBT-TX documents or references set forth in these sections is governed by the General Terms and Conditions of this Agreement.

9.10.1 SWBT-TX TP76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;

9.10.2 SWBT-TX’s most current Interconnector’s Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.

9.10.3 SWBT-TX TP76300MP, standards and requirements for equipment and facilities installations, and any successor document(s) within SWBT-TX central offices and may be modified from time to time.

9.10.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation Application or that subsequently become effective and then when effective.

10. COOPERATIVE RESPONSIBILITIES

10.1 SWBT-TX will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space using the same or consistent practices that are used by SWBT-TX for other construction and preparation work performed in the Eligible Structure. SWBT-TX will permit ALPHEUS to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by SWBT-TX, provided that SWBT-TX will not unreasonably withhold approval of contractors.

10.2 SWBT-TX will allow ALPHEUS to select its own contractors for all required engineering and installation services associated with ALPHEUS Telecom Equipment (*e.g.*, SWBT-TX shall not require ALPHEUS to use SWBT-TX's internal engineering or installation work forces for the engineering and installation of ALPHEUS Telecom Equipment). Installation of ALPHEUS Telecom Equipment in the Physical Collocation Space must nevertheless comply with SWBT-TX TP76300MP. ALPHEUS-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or SWBT-TX's Premises and the Physical Collocation Space for ALPHEUS contractors is provided subject to the same requirements as ALPHEUS.

10.2.1 ALPHEUS' contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein, but available on SWBT-TX's CLEC ONLINE Web-Site.

10.3 If the Interconnector's Collocation Services Handbook, SWBT-TX's CLEC ONLINE Web-Site or the TP76200MP, is modified subsequent to the effective date of this agreement from the attached, and such modifications are consistent with the General Terms and Conditions of this Agreement, the following shall apply:

If a modification is made after the date on which ALPHEUS has or orders a Physical Collocation arrangement, SWBT-TX shall provide ALPHEUS with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any modifications shall become effective and thereafter applicable under this Appendix.

10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, SWBT-TX's CLEC ONLINE Web-Site, SWBT-TX TP76300MP, and the TP76200MP in Texas.

10.5 SWBT-TX shall provide an interconnection point or points, physically accessible by both SWBT-TX and ALPHEUS (typically a SWBT-TX manhole) at which a ALPHEUS fiber optic cable can enter the Eligible Structure, provided that SWBT-TX will designate interconnection points as close as reasonably possible to the Eligible Structure. SWBT-TX will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for SWBT-TX's cable facilities and at which space is available for new facilities in at least two of those entry points. ALPHEUS shall use a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. ALPHEUS shall be permitted no more than two (2) entrance routes into the Building, if available.

10.5.1 ALPHEUS is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by SWBT-TX, and for leaving sufficient cable length to fully extend the fiber optic cable to ALPHEUS' assigned space within the Eligible Structure. Under SWBT-TX observation, ALPHEUS' SWBT-TX Approved Vendor will fully extend such ALPHEUS-provided cable per the SWBT-TX TP76300MP to ALPHEUS' assigned Physical Collocation Space. Coordination for placement of entrance cable facilities must be scheduled with SWBT-TX's designated Outside Plant Engineer and must obtain an approved Method of Procedures (MOP) from SWBT-TX.

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

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

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

10.7 SWBT-TX will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. The SWBT-TX Approved Power Installation Vendor will install the power cable(s) from the Physical Collocation Space to SWBT-TX's dedicated termination points on the Battery Distribution Fuse Bay (BDFB). When SWBT-TX's designated power termination point(s) is at SWBT-TX's Power Plant Primary Distribution, ALPHEUS' SWBT-TX Approved Power Installation Vendor will install, but not terminate ALPHEUS' power cable(s). ALPHEUS must contact the assigned SWBT-TX Project Manager five (5) business days prior to scheduling a request for the termination of ALPHEUS' power cable(s) to SWBT-TX's Power Plant Primary Distribution, which will be performed by SWBT-TX. ALPHEUS' SWBT-TX Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SWBT-TX and follow the SWBT-TX TP76300MP.

10.7.1 SWBT-TX will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for ALPHEUS' equipment in the same manner and at the same standards that SWBT-TX provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.8 Regeneration of either DS-1 or DS-3, or higher signal levels may be provided by ALPHEUS or SWBT-TX under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.

10.9 ALPHEUS and SWBT-TX are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.10 SWBT-TX shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.11 SWBT-TX agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Physical Collocation Space.

10.12 ALPHEUS and SWBT-TX are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

10.13 In SWBT-TX, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.

10.14 In the event SWBT-TX determines it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, ALPHEUS is required to do so. If such relocation arises from circumstances beyond the reasonable control of SWBT-TX, including condemnation or force majeure event, ALPHEUS shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise SWBT-TX shall be responsible for any reasonable preparation costs.

10.14.1 In the event that ALPHEUS requests that the Physical Collocation Space be moved within the SWBT-TX Eligible Structure or to another Eligible Structure, SWBT-TX shall permit ALPHEUS to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. ALPHEUS shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.

10.15 In the event ALPHEUS cancels its order after SWBT-TX has begun preparation of the Physical Collocation Space, but before SWBT-TX has been paid the entire amount due under this Agreement, then in addition to other remedies that SWBT-TX might have, ALPHEUS shall be liable in the amount equal to the actual non-recoverable costs incurred by SWBT-TX as a direct result of preparation of ALPHEUS' Collocation Space, less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any

other associated costs. SWBT-TX shall provide ALPHEUS with a detailed invoice showing the costs it actually incurred directly associated with preparation of ALPHEUS' Physical Collocation request.

10.16 ALPHEUS may discontinue or terminate a Physical Collocation Arrangement on not less than thirty (30) days advance written notice to SWBT-TX by submitting a complete and accurate Physical Collocation Application plus applicable fees. Upon the discontinuance or termination of a Physical Collocation arrangement, ALPHEUS shall pay to SWBT-TX all costs associated with returning the Physical Collocation Space to SWBT-TX in the same condition as when SWBT-TX first began any construction work on such space on behalf of ALPHEUS. Such costs include, but are not limited to, costs associated with removal by SWBT-TX of facilities, cabling and cages.

10.17 Upon discontinuance or termination of the Physical Collocation arrangement. ALPHEUS will work cooperatively with SWBT-TX to remove ALPHEUS' equipment from SWBT-TX property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SWBT-TX is not responsible for and will not guarantee the condition of such equipment if removed by ALPHEUS or a SWBT-TX vendor hired by ALPHEUS. ALPHEUS shall indemnify and hold SWBT-TX harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while ALPHEUS is removing its own equipment. ALPHEUS is responsible for arranging for and paying for the removal of physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of ALPHEUS' physically collocated equipment must be made within thirty (30) calendar days of SWBT-TX receipt of ALPHEUS' advance written notice to terminate the Physical Collocation arrangement, unless a different time period is mutually agreed upon by SWBT-TX. ALPHEUS will pay all arrangement monthly charges until all equipment is removed. Any equipment not removed in this time frame may be removed by SWBT-TX and stored in a non- SWBT-TX location, at the expense of ALPHEUS.

10.18 Upon termination of the Physical Collocation arrangement, ALPHEUS must remove the fiber entrance cable used for the Physical Collocation. If the entrance cable(s) is not scheduled and removed within thirty (30) calendar days after discontinuance of use, SWBT-TX may arrange for the removal, and ALPHEUS will be responsible for any charges incurred to remove the cable as set forth in Section 10.18 below. SWBT-TX and ALPHEUS will cooperatively manage the removal process. ALPHEUS is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SWBT-TX instructs ALPHEUS such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.19 If ALPHEUS fails to remove its equipment and facilities from the Physical Collocation Space within thirty (30) calendar days after discontinuance of use, SWBT-TX may perform the removal and shall charge ALPHEUS for any materials used in any such removal, and the time spent on such removal. the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold SWBT-TX harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT-TX, other than intentional misconduct.

10.20 Other than the security restrictions described herein, SWBT-TX shall place no restriction on access to ALPHEUS' central office Physical Collocation Space by ALPHEUS' employees and designated agents. Such space shall be available to ALPHEUS designated agents twenty-four (24) hours per day each day of the week. SWBT-TX will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.

10.21 Demarcation Point – SWBT-TX shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between ALPHEUS' network and SWBT-TX's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. ALPHEUS is responsible for coordinating with SWBT-TX to ensure that services are installed in accordance with a service request.

10.22 ALPHEUS is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Physical Collocation Space, or to any piece of ALPHEUS Telecom Equipment, or any other ALPHEUS-provided facility or piece of equipment. If SWBT-TX testing is also required, it will be provided at applicable charges, if appropriate.

11. TESTING AND ACCEPTANCE

11.1 ALPHEUS and SWBT-TX will complete an acceptance walk-through of the Physical Collocation Space prior to SWBT-TX turning the Physical Collocation Space over to ALPHEUS. Exceptions that are noted during this acceptance walk-through shall be corrected by SWBT-TX as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from ALPHEUS' Physical Collocation request shall be at SWBT-TX's expense.

11.2 Once ALPHEUS' equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving ALPHEUS, its SWBT-TX approved installation contractor, SWBT-TX, and/or SWBT-TX's vendor.

11.3 All installations of equipment must be in accordance with the SWBT-TX TP76300MPand subject to review by an SWBT-TX maintenance engineer for compliance. Should SWBT-TX's maintenance engineer determine during their review audit that the installation is not compliant with specifications, ALPHEUS or its SWBT-TX Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.

11.4 Once ALPHEUS has accepted the facilities, ALPHEUS will order either interconnection or access to UNEs from SWBT-TX to be connected to their equipment.

12. DELIVERY INTERVALS

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

Table (1)

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

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

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

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

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

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

12.4.1 168 DS1 connections and/or
12.4.2 48 DS3 connections and/or
12.4.3 400 Copper (shielded or nonshielded) cable pair connections
12.4.4 12 fiber pair connections
12.4.5 This application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges.

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

Table (2)

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

12.6 Should ALPHEUS submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days the above

delivery intervals will be increased by five (5) calendar days for every five (5) additional application or fraction thereof. Any material revision to a Physical Collocation Application for cabling Augments will be treated as a new application and will be subject to the delivery intervals set forth in Table (2) above. All applications received by SWBT-TX from a ALPHEUS within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

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

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

12.7 For all Augments other than provided above, SWBT-TX will work cooperatively with ALPHEUS to negotiate a mutually agreeable delivery interval.

12.8 Within twenty (20) calendar days or mutually agreed upon time, from SWBT-TX's receipt of the confirmatory response in writing to continue construction on the Physical Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), Network Support and/or appropriate departments will schedule a walk through visit with the ALPHEUS and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

12.9 SWBT-TX and ALPHEUS will come to agreement regarding ALPHEUS inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that ALPHEUS be escorted by an SWBT-TX employee. Escort charges will apply. These visits will be jointly agreed upon by SWBT-TX and ALPHEUS and will be determined on a case by case basis.

12.10 During SWBT-TX delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, SWBT-TX will notify ALPHEUS that their vendors or contractors will be allowed to do work in parallel with SWBT-TX throughout the remaining delivery interval. ALPHEUS must obtain an approved Method of Procedures (MOP) from SWBT-TX and follow

SWBT-TX's Technical Publication for installation of equipment and facilities. Security Access requirements in Section 13 of this Appendix will apply.

12.11 In responding to an application request that requires an ICB/NSCR, SWBT-TX shall advise ALPHEUS with the quote whether space for the Virtual Collocation requested is available.

12.12 Adjacent Structure Collocation Delivery Intervals

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

13. SECURITY

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

13.1.1 Installing security cameras or other monitoring systems; or

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

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

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

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

13.2.1 Theft or destruction of SWBT-TX's or any Collocator's property.

13.2.2 Use or attempted use/sale of alcohol or illegal drugs on SWBT-TX's property.

13.2.3 Industrial espionage.

13.2.4 Unwarranted threats or violent acts against other persons on SWBT-TX's property.

13.2.5 Knowing violations of any local, state or federal law on SWBT-TX's property.

13.2.6 Permitting unauthorized persons access to SWBT-TX's or ALPHEUS' equipment on SWBT-TX's property.

13.2.7 Carrying a weapon on SWBT-TX's property.

13.3 In addition, ALPHEUS and SWBT-TX will take appropriate disciplinary steps as determined by each party to address any violations reported by SWBT-TX or ALPHEUS of SWBT-TX's policies and practices on security, safety, network reliability, and business conduct as defined in SWBT-TX's Interconnector's Collocation Services Handbook and/or CLEC ONLINE Web-Site, provided the such information and any and all updates to it are timely provided to ALPHEUS.

13.4 ALPHEUS will provide indemnification and insurance as set forth in this Agreement to cover any damages caused by ALPHEUS' technicians at a level commensurate with the indemnification and insurance provided by SWBT-TX's

authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SWBT-TX as well.

13.5 SWBT-TX may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

14. CASUALTY LOSS

14.1 If the Eligible Structure or the Physical Collocation Space is damaged by fire or other casualty, and:

14.1.1 The Physical Collocation Space is not rendered untenantable in whole or in part, SWBT-TX shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

14.1.2 The Physical Collocation Spaces is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, SWBT-TX has the option to repair the Physical Collocation Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while ALPHEUS was deprived of the use. If the Physical Collocation Space cannot be repaired within ninety (90) calendar days, then the Physical Collocation arrangement provided in the Physical Collocation Space shall (upon notice to ALPHEUS within thirty (30) calendar days following such occurrence) terminate as of the date of such damage. SWBT-TX shall endeavor to relocate ALPHEUS equipment in an alternative location, or assist ALPHEUS in developing alternative to physical location at minimal cost and disruption to service, if feasible.

14.2 Any obligation on the part of SWBT-TX to repair the Physical Collocation Space shall be limited to repairing, restoring and rebuilding the Physical Collocation Space as originally prepared for ALPHEUS and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by ALPHEUS or by SWBT-TX on request of ALPHEUS; any ALPHEUS Telecom Equipment; or other facilities or equipment located in the Physical Collocation Space by ALPHEUS or by SWBT-TX on request of ALPHEUS.

14.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the Physical Collocation Space may be unaffected thereby, SWBT-TX, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving ALPHEUS ten (10)

calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

15. REMOVAL OF EQUIPMENT

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

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18. OSHA STATEMENT

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

19. NOTICES

19.1 Except in emergency situations, SWBT-TX shall provide ALPHEUS with written notice five (5) business days prior to those instances where SWBT-TX or its subcontractors may be undertaking a major construction project in the general area of the Physical Collocation Space or in the general area of the AC and DC power plants which support the Physical Collocation Space.

19.2 SWBT-TX will inform ALPHEUS by telephone, and in a manner consistent with the provisions contained in Section 17 of the General Terms and Conditions, of any emergency-related activity that SWBT-TX or its subcontractors may be performing in the general area of the Physical Collocation Space occupied by ALPHEUS or in the general area of the AC and DC power plants which support the Physical Collocation Space in advance of such activity. Notification of any emergency related activity should be made to ALPHEUS as soon as reasonably possible so that ALPHEUS can take any action required to monitor or protect its service.

19.3 SWBT-TX will provide ALPHEUS with notification consistent with the notice requirements set forth in Section 17 of the General Terms and Conditions within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to ALPHEUS Telecom Equipment. In addition, SWBT-TX shall provide ALPHEUS immediate notification by telephone of any emergency power activity that would impact ALPHEUS Telecom Equipment.

19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

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

If to ALPHEUS
Vice-President Contract Administration
1001 Louisiana Street
Houston, Texas 77002

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

19.5 Except as may be specifically permitted in this Agreement, any payment that is sent in with a collocation application or augment to an existing collocation application will be sent by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

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

If to ALPHEUS:
Vice President Contract Administration
1001 Louisiana Street
Houston, Texas 77002

20. PROTECTION OF SERVICE AND PROPERTY

20.1 SWBT-TX shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

20.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

20.3 Except as may otherwise be provided:

20.3.1 SWBT-TX and ALPHEUS shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

20.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.

20.3.3 Each Party shall restrict access to the Eligible Structure and the Physical Collocation Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.

20.4 SWBT-TX shall use electronic access controls to protect all spaces which house or contain ALPHEUS equipment or equipment enclosures, but if electronic controls are not available, SWBT-TX shall either furnish security guards at those SWBT-TX locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, SWBT-TX shall permit ALPHEUS to install monitoring equipment in the collocation space to carry data back to ALPHEUS' work center for analysis. ALPHEUS agrees that ALPHEUS is responsible for problems or alarms related to ALPHEUS' equipment or equipment enclosures located on SWBT-TX's Physical Collocation Space.

20.5 SWBT-TX shall furnish ALPHEUS with the identifying credentials to be carried by its employees and authorized agents to be paid for by ALPHEUS. ALPHEUS

must maintain an updated list of all authorized employees and authorized agents on an individual Collocation Space basis for every Eligible Structure where there are SWBT-TX security guards.

20.6 ALPHEUS shall comply with reasonably security and industry standard safety procedures and requirements of SWBT-TX, including but not limited to sign-in, and identification.

20.7 SWBT-TX shall furnish ALPHEUS with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured ALPHEUS space in central offices. In the event of an emergency, ALPHEUS shall contact a SPOC provided by SWBT-TX for access to spaces which house or contain ALPHEUS equipment or equipment enclosures.

20.8 SWBT-TX shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house ALPHEUS equipment or equipment enclosures.

20.9 SWBT-TX shall use best efforts to provide notification within two (2) hours to designated ALPHEUS personnel to indicate an actual security breach.

20.10 SWBT-TX shall be responsible for the security of the Eligible Structure. If a security issue arises or if ALPHEUS believes that SWBT-TX's security measures are unreasonably lax, ALPHEUS shall notify SWBT-TX and the Parties shall work together to address the problem. SWBT-TX shall, at a minimum, do the following:

20.10.1 Where a cage is used, SWBT-TX shall design collocation cages to prevent unauthorized access; provided, however, that ALPHEUS realizes and assents to the fact that the cage will be made of wire mesh.

20.10.2 SWBT-TX shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to SWBT-TX's employees, agents or invitees having a business need, such as a periodic review of the Physical Collocation Space, to be in these areas. SWBT-TX shall require all persons entering the collocation areas to wear identification badges.

20.10.3 SWBT-TX shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to ALPHEUS, along with a positive key control system for each ALPHEUS' caged Physical Collocation Space. SWBT-TX shall respond immediately to reported problems with ALPHEUS key cards.

20.10.4 In emergency situations, common courtesy will be extended between ALPHEUS and SWBT-TX's employees, including the provision of first aid and first aid supplies.

20.11 ALPHEUS shall limit access to ALPHEUS employees directly to and from the Physical Collocation Space and will not enter unauthorized areas under any circumstances.

21. INSURANCE

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

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

21.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, ALPHEUS must maintain all Risk Property coverage on a full replacement cost basis insuring all of ALPHEUS' personal property situated on or within the Eligible Structure. Collocator releases SWBT-TX from and waives any and all right of recovery, claim, action or cause of action against SWBT-TX, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to ALPHEUS or located on or in the space at the request of ALPHEUS when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence SWBT-TX, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on ALPHEUS' fixtures and other personal property shall contain a waiver of subrogation against SWBT-TX, and any rights of ALPHEUS against SWBT-TX for damage to ALPHEUS' fixtures or personal property are hereby waived. ALPHEUS may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT-TX has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

21.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by SWBT-TX from time to time during the term of

a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT-TX structure.

21.3 All policies purchased by ALPHEUS shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT-TX.

21.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of ALPHEUS' equipment or other Collocator facilities or equipment remains within the Eligible Structure.

21.5 ALPHEUS shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, SWBT-TX's obligation to turn over the Physical Collocation Space to ALPHEUS or to permit any ALPHEUS-designated subcontractors into the Eligible Structure. ALPHEUS shall arrange SWBT-TX to receive thirty (30) calendar day's advance written notice from ALPHEUS' insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

21.6 ALPHEUS must also conform to recommendations made by SWBT-TX's Property Insurance Company, if any, unless a recommendation is also applicable to SWBT-TX and SWBT-TX does not so conform in the Eligible Structure where the Virtual Collocation Space is located.

21.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Appendix.

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23. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

23.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX VIRTUAL COLLOCATION

An Asterisk (*) represents language ordered in the Texas PUC Docket No. 25188, Arbitration Award between SWBT-TX and El Paso Networks, LLC.

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An Asterisk (*) represents language ordered in the Texas PUC Docket No. 25188, Arbitration Award between SWBT-TX and El Paso Networks, LLC.

APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Virtual Collocation provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") to Alpheus Communications, L.P. ("ALPHEUS").

2. DEFINITIONS

2.1 **"Approved Vendor"** is a vendor who is qualified by SWBT-TX for installation, and/or removal of central office equipment, which is administered by SWBT Procurement on a state by state basis.

2.2 **"Active Central Office Space"** denotes the existing, central office switch room space, which can be designated for virtual collocation, with sufficient infrastructure systems. Also, denotes central office space that may contain obsolete unused equipment.

2.3 **"Application Fee"** means the charge assessed by SWBT-TX to process ALPHEUS' application for virtual collocation requests.

2.4 **"Augment"** is a request from ALPHEUS to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Virtual Collocation arrangement.

2.5 **"Collocator"** is any individual, partnership, association, joint stock company, trust corporation, or government entity or any other entity who is collocated in SWBT-TX location, for purposes of interconnection with SWBT-TX or access to Unbundled Network Elements (UNEs).

2.6 **"Delivery Date"** is the date, which SWBT-TX provides the requested collocation space to ALPHEUS in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.

2.7 **"Eligible Equipment"** is the equipment eligible for collocation as defined in Section 6.0 of this Appendix.

2.8 **"Eligible Structure"** is (1) a SWBT-TX central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SWBT-TX that houses its network facilities, or (3) a structure that houses SWBT-TX

transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

2.9 **"Entrance Fiber Facility"** is an arrangement where a ALPHEUS provided single mode fire retardant dielectric fiber optic cable extends from the SWBT-TX designated manhole into the SWBT-TX Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. ALPHEUS shall be permitted no more than two (2) entrance routes into the SWBT-TX Eligible Structure, if available.

2.10 **"Fiber Distribution Frame (FDF)"** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.

2.11 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.12 **"Infrastructure Systems"** include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.13 **"Interconnector's Collocation Services Handbook"** or similar document is a publication provided to ALPHEUS, which provides information on how to order collocation arrangements and the processes and requirements for collocation in SWBT-TX, which is located on the SWBT-TX CLEC ONLINE Web-Site (https://clec.sbc.com/).

2.14 **"Manned Office"** A Central Office where SWBT-TX has actual technicians present to perform repair, installation, and/or maintenance during the time ALPHEUS requests under this Agreement.

2.15 **"Non Standard Collocation Request (NSCR)"** are not standard offerings or configurations.

2.16 **"Project Management Fee"** is a fee that reflects SWBT-TX labor costs to manage the provisioning of ALPHEUS' space requirements for a particular Virtual Collocation Space request. This fee is applicable upon submission of an application.

2.17 **"Technically Feasible"** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of ALPHEUS seeking collocation in SWBT-TX's Eligible Structures that such an arrangement is technically feasible.

2.18 **"Unmanned Office"** Any Central Office which does not meet the definition of Manned Office.

2.19 **"Virtual Collocation"** is as defined in 4.2 of this Appendix.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, on which SWBT-TX will provide Virtual Collocation to ALPHEUS.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of ALPHEUS, SWBT-TX shall consider an application for collocation space submitted prior to receiving Commission or FCC approval of this Agreement under Section 252. Upon such an election, this Appendix shall become effective. In the event that the Appendix does not become fully effective as contemplated by this Section, ALPHEUS shall not be entitled to a refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SWBT-TX. To the extent that SWBT-TX has incurred preparation costs not included within any payment made by ALPHEUS, ALPHEUS shall pay those costs within thirty (30) calendar days of ALPHEUS' receipt of written notice by SWBT-TX detailing the nature and extent of such preparation costs.

3.2.2 Except as provided for in Section 3.2.1 above, ALPHEUS is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements. The following shall apply:

3.2.2.1 If the State Commission has not approved an ICA prior to completion of the build-out, SWBT-TX will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to ALPHEUS if the final non-recurring costs have been received. Applicable monthly recurring charges will commence when space is turned over.

3.2.2.2 If ALPHEUS has not received its State Certification prior to completion of the build-out, SWBT-TX will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to ALPHEUS if the final non-recurring costs have been received. Applicable monthly recurring charges will commence when space is turned over.

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

3.3 The Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for ALPHEUS will be provided to ALPHEUS within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if: (1) interim rates are pending State or Federal Commission approval, (2) permanent rates are established, or (3) otherwise ordered by State or Federal Commission, or by a court of competent jurisdiction.

4. GENERAL OFFERINGS

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, SWBT-TX will provide Virtual Collocation to ALPHEUS for the purpose of interconnecting to SWBT-TX's network, or for obtaining access to SWBT-TX Unbundled Network Elements ("UNEs"). Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the FTA 96).

4.2 In the case of SWBT-TX Virtual Collocation, ALPHEUS is responsible for engineering and furnishing the virtually collocated equipment. ALPHEUS must use an SWBT-TX Approved Vendor to perform the installation of such in the SWBT-TX Eligible Structure. ALPHEUS' SWBT-TX Approved Vendor will be permitted access to the SWBT-TX Main Distribution Frame or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. ALPHEUS must use a SWBT-TX Approved Power Installation Vendor to install power cable(s) from ALPHEUS' Virtual Collocation Space to the designated SWBT-TX's Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. SWBT-TX will exercise physical control over, but not ownership of, the equipment installed by ALPHEUS in a Virtual Collocation arrangement. The

equipment and associated facilities will be maintained and repaired at the direction of ALPHEUS by SWBT-TX.

4.2.1 ALPHEUS will install their own bay(s) using an SWBT-TX Approved Vendor. SWBT-TX will make best efforts to provide space for the bay(s) in a Standard Bay arrangement of 10 sq. ft. upon request by ALPHEUS. Otherwise, SWBT-TX will provide space for the bay(s) in a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.2.1.1 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.2.1.2 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.

4.2.1.3 SWBT-TX prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment and associated cabling must not exceed 15" for a standard bay.

4.2.1.4 At SWBT-TX's option, where an individual standard bay owned by SWBT-TX in a Central Office is shared with a collocator, the standard bay will be apportioned on a quarter rack basis.

4.2.2 Virtual Collocation is available at SWBT-TX Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.

4.2.3 SWBT-TX will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.

4.2.4 Upon request, SWBT-TX will designate the floor space for the "occupancy" of a ALPHEUS provided storage cabinet for circuit packs, plug-ins, test equipment, etc. ALPHEUS' provided storage cabinet will be installed and grounded by ALPHEUS' SWBT-TX Approved Vendor. The ground point will be designated by SWBT-TX. Installation of additional ALPHEUS storage cabinet(s) will also be mutually agreed upon between the parties.

4.2.4.1 SWBT-TX standard floor space for ALPHEUS' provided storage cabinet is 10 sq. ft. that cannot exceed 7'0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".

4.2.4.2 SWBT-TX non-standard floor space for ALPHEUS' provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".

4.2.5 Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require some re-design and re-termination to a Physical Collocation Arrangement. Any requests to convert requires a new physical application be submitted, and only the appropriate charges will apply. The Parties will work cooperatively and in good faith to avoid any disruption of services to both Parties' customers.

4.2.6 ALPHEUS is responsible for all alarm monitoring of its virtually collocated equipment and all expenses associated. Since the maintenance of ALPHEUS' equipment is at the direction and control of ALPHEUS, SWBT-TX will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of ALPHEUS.

4.2.7 Virtual Collocation is ordered as set forth in SWBT-TX Virtual Interconnector's Collocation Services Handbook or like document found on the SWBT-TX CLEC ONLINE Web-Site for Virtual Collocation. SWBT-TX will designate the location or locations within its Eligible Structure for the placement of all equipment and facilities associated with virtual collocation. SWBT-TX's space designation shall not materially increase ALPHEUS' collocation costs or impose material delays in ALPHEUS' occupation and use of SWBT-TX's premises. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, Hut and Cabinet space for the use of ALPHEUS.

4.2.8 Virtual Collocation is available for the direct cable connection of one ALPHEUS provided facility to collocated facility of another requesting carrier within the same SWBT-TX wire center provided that ALPHEUS and the other collocated requesting carrier are interconnected with SWBT-TX network. SWBT-TX shall permit ALPHEUS to interconnect its network with that of another collocating telecommunications carrier at a SWBT-TX eligible structure and to connect ALPHEUS' collocated equipment to the collocated equipment of another telecommunications carrier within the same structure, provided that the collocated equipment is also used for interconnection with SWBT-TX or for access to the SWBT-TX's unbundled network elements.

4.2.9 SWBT shall provide, at ALPHEUS' request, a connection between the equipment in the collocated spaces of ALPHEUS and another collocated telecommunications carrier. Where technically feasible, the incumbent LEC shall provide the connection using copper, dark fiber, lit fiber, coaxial cable or other transmission medium, as requested by the collocating telecommunications carrier.

4.2.10 Available connections include copper cable, coaxial cable, and fiber optic cable.

4.2.10.1 SWBT-TX will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such facilities. SWBT-TX Approved Vendor will install such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that SWBT-TX imposes on its own equipment and facilities, without requiring ALPHEUS to purchase any equipment or connecting facilities from SWBT-TX. In no event, however, will the Approved Vendor install such facilities that fail to meet, at a minimum, NEBS Level 1 safety requirements.

*4.3 SWBT-TX must either provide collocator-to-collocator cross connections, in partiy with how it provisions cross-connects for itself, or in the alternative, must allow ALPHEUS to run its own collocator-to-collocator cross-connects under conditions that are in parity with how SWBT-TX provides them for itself.

5. SPACE AVAILABILITY

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

5.2 SWBT-TX will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by SWBT-TX. If SWBT-TX determines that ALPHEUS' Virtual Collocation Application is unacceptable, SWBT-TX shall advise ALPHEUS of any deficiencies within this ten (10) calendar day period. SWBT-TX shall provide ALPHEUS with sufficient detail so that ALPHEUS has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, ALPHEUS must cure any deficiencies in its Application

and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval.

5.2.1 When space for Virtual Collocation in a particular Eligible Structure is legitimately exhausted, SWBT-TX shall place ALPHEUS on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date ALPHEUS submitted its application for Virtual Collocation in that Eligible Structure.

5.3 Upon receipt of a written request, SWBT-TX will submit to ALPHEUS within ten (10) calendar days of the submission of the request a report describing in detail the space that is available for collocation in a particular SWBT-TX Premises. This report will specify the amount of collocation space available at each requested Premises, the number of collocators, and any modifications in the use of the space since the last report. This report will also include measures that SWBT-TX is taking to make additional space available for collocation. SWBT-TX will provide a report for two (2) to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should ALPHEUS submit more than twenty (20) requests at once, SWBT-TX will provide the information on a scheduled basis of ten (10) additional offices for every ten (10) business days.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 SWBT-TX will allow Equipment to be collocated only if (1) it is "necessary" for interconnection to the SWBT-TX's network for the transmission and routing of telephone exchange service or exchange access, or for access to SWBT-TX's unbundled network elements ("UNEs") for the provision of a Telecommunications Service, under all the standards and requirements addressed in this Section 6, or (2) SWBT-TX voluntarily decides to allow the Equipment to be collocated on a non-discriminatory basis.

6.2 For purposes of this Section 6, Equipment is considered "necessary" as follows:

(1) Equipment is considered necessary for Interconnection if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude ALPHEUS from obtaining interconnection with SWBT-TX at a level equal in quality to that which SWBT-TX obtains within its own network or SWBT-TX provides to any Affiliate, subsidiary, or other party.

(2) Equipment is considered necessary for access to a UNE if an inability to deploy that Equipment would, as a practical, economic, or operational matter, preclude ALPHEUS from obtaining nondiscriminatory access to that UNE, including any of its features, functions, or capabilities.

6.3 Subject to the requirements of Section 6, "Stand-alone Function" Equipment that may be collocated include:

(1) transmission equipment that is optical terminating equipment or a multiplexer

(2) Equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.

(3) Equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. "Advanced Services Equipment" is defined as, and limited to, the following equipment: DSLAMs or functionally equivalent equipment; spectrum splitters that are used solely in the provision of Advanced Services; packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; modems used in the provision of packetized data; and DACS frames used only in the provision of Advanced Services.

(4) Optical Concentrator Devices ("OCDs") or functionally equivalent Equipment used to provide Advanced Services.

(5) remote switch modules ("RSMs") used in conjunction, via an umbilical, with host switches located in different CLEC locations.

*6.4 The above sections do not permit ALPHEUS to install equipment that burdens SWBT-TX’s property interests, and alternative Equipment not imposing such a burden is practically, economically, and operationally available to obtain interconnection or access to UNEs consistent with sections 251(c)(2) and 251(c)(3) of the Act. ALPHEUS will provide all information needed by SWBT-TX concerning the equipment or facilities in question, including without limitation its size (height, width, and depth) and its requirements for power, heat, ventilation, and air conditioning, and other resources. ALPHEUS will further indicate the specific equipment it intends to collocate; inform SWBT-TX whether it intends to use the equipment for interconnection with SWBT-TX's network for the transmission and routing of telephone exchange service and exchange access, and/or for access to SWBT-TX's UNEs for the provision of a Telecommunications Service. SWBT-TX and ALPHEUS will make a determination on a request-by-request basis of whether or not Equipment meets these standards in order to be permitted, or whether or not Equipment will be voluntarily permitted. The burden

of proof is on SWBT-TX when it objects to ALPHEUS' collocation of equipment for purposes within the scope of Section 215(c)(6) of the Act.

*6.5 SWBT-TX will not allow collocation of, among other Equipment, traditional, circuit switches or enhanced/information services Equipment. For purposes of this section, "traditional, circuit switch" is as described in the FCC's Fourth Report and Order, CC Docket 98-147. ALPHEUS may collocate certain switching and/or routing equipment, including, but not limited to, equipment that is capable of performing the functions of a Class 4 or 5 switch. The equipment that can be collocated has restrictions based on size, weight, power consumption and use of HVAC that would unduly burden SWBT-TX's space and supporting infrastructure than the equivalent single function equipment previously approved for collocation would entail. Also, the additional "unnecessary" functions must not increase the overall demand on SWBT-TX's space and other resources above the levels that would prevail if the functions were excluded from the equipment or not activated, thus not meeting the "necessary" standard.

6.6 For purposes of this Section 6, "Multi-functional Equipment" is defined as Equipment that combines one or more functions that are necessary for interconnection or access to UNEs with one or more functions that would not meet that standard as stand-alone functions ("Unnecessary Functions"). SWBT-TX will permit the collocation of Multi-functional Equipment if and only if the primary purpose and function of the Equipment, as ALPHEUS seeks to deploy it, meets all the requirements set forth Section 6.2 above for either interconnection or access to UNEs. For a piece of Multi-functional Equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more UNEs, there also must be a logical nexus between the additional functions the Equipment would perform and the telecommunication services which ALPHEUS seeks to provide to its customers by means of the interconnection or UNE. The additional functions must aid in the actual transmission or routing of telephone exchange service and exchange access used with interconnection, or in the actual provision of the telecommunications service used with access to UNEs, in the manner that ALPHEUS intends to provide such services. For example, SWBT-TX will not allow collocation of certain Equipment including, without limitation, Equipment used to provide payroll processing, data collection, billing, or Equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, or other operation support systems, or other Equipment that does not provide telecommunications services. ALPHEUS may not collocate Multi-Functional Equipment that has Unnecessary Functions which significantly increases the burden on SWBT-TX's property interests. For example, the additional functions must not require reconfiguration of the outer boundaries of ALPHEUS' collocation space, increased floor support, or upgrades to power, air conditioning, heating, or similar plant. SWBT-TX also will consider other potential burdens on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6. For

SWBT-TX to make these considerations, ALPHEUS must provide, without limitation, the information described in Section 6.4.

6.7 Ancillary Equipment or facilities do not provide telecommunications services and are not "necessary" for interconnection or access to unbundled network elements. SWBT-TX voluntarily allows ALPHEUS to place in its Virtual Collocation space certain ancillary Equipment or facilities solely to support and be used with Equipment that ALPHEUS has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, portable test equipment, equipment racks and bays, and potential other ancillary equipment or facilities may be placed in SWBT-TX's premises, on a non-discriminatory basis, only if SWBT-TX agrees to such placement.

6.8 ALPHEUS may not collocate certain equipment, facilities, or hardware which duplicate equipment, facilities or hardware used, and functions performed, by SWBT-TX as part of its provision of infrastructure systems for collocation. Such equipment, facilities or hardware include, without limitation, Battery Distribution Fuse Bays, air conditioners, heaters, or bulk power plants. These and other types of equipment, facilities or hardware that do not provide Telecommunications Services may not be collocated.

6.9 SWBT-TX will consider other equipment that provides a Telecommunications Service on a request-by request basis, together with making determinations of whether or not particular Equipment meets all the standards in this Section 6.

6.10 SWBT-TX does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of ALPHEUS' equipment and facilities.

6.11 All types of equipment placed in SWBT-TX Eligible Structures or on its Premises by ALPHEUS must meet the SWBT-TX minimum safety standards. The minimum safety standards are as follows: (1) equipment complying SWBT-TX LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and also contains Level 1 safety requirements except in Texas and any other state that has adopted the same approach as Texas, where ALPHEUS' equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) ALPHEUS must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SWBT-TX) prior to January 1, 1998 with no known history of safety problems.

6.12 SWBT-TX will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards SWBT-TX applies to its own network equipment. SWBT-TX will not object to the collocation of equipment on

the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.13 In the event that SWBT-TX denies Collocation of ALPHEUS' equipment, citing minimum safety standards, SWBT-TX will provide within five (5) business days of ALPHEUS' written request to SWBT-TX representative(s), a list of SWBT-TX equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such SWBT-TX equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

*6.14 In the event ALPHEUS submits an application requesting collocation of certain equipment and SWBT-TX determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the burden of proof is on SWBT-TX when objecting to ALPHEUS' collocation of equipment for the purposes of Section 251 (c)(6) of the Act. If SWBT-TX determines that ALPHEUS has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, ALPHEUS must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from SWBT-TX. ALPHEUS will be responsible for the removal and all resulting damages. If the Parties do not resolve the dispute, SWBT-TX or ALPHEUS may file a complaint at the Commission seeking a formal resolution of the dispute.

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Space

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

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

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

7.3.1 An ICB/NSCR quote is prepared by SWBT-TX to estimate non-recurring and recurring charges associated with the requested Virtual Collocation Space, Augment, or Collocation services where a state specific rate element does not exist in the state Commission approved tariff or the attached Appendix Pricing. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in this Agreement. The ICB/NSCR will be subject to true-up one hundred-twenty (120) days following the job completion date.

7.4 Payment of Space Preparation - Prior to any obligation on SWBT-TX to start any preparation of the Virtual Collocation space, ALPHEUS shall pay SWBT-TX fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for ALPHEUS ("Custom Work"). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by ALPHEUS, subject to Section 17.5.

7.5 Occupancy Conditioned on Payment - SWBT-TX shall not permit ALPHEUS' SWBT-TX Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of ALPHEUS' Virtual Collocation space until SWBT-TX is in receipt of complete payment of the non-recurring and any custom work charges.

7.6 Breach Prior to Commencement Date - In the event that ALPHEUS materially breaches this Agreement by purporting to terminate this Agreement after SWBT-TX has begun preparation of the Virtual Collocation space but before SWBT-TX has been paid the entire amounts due under this Article, then in addition to any other remedies that SWBT-TX might have, ALPHEUS shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT-TX General Terms and Conditions (GT&C) attached.

7.8 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the Delivery Date.

7.9 Applicable monthly recurring charge(s) shall begin to apply within, but no later than five (5) calendar days from the date that SWBT-TX made the Virtual Collocation Space available to ALPHEUS. The fact that SWBT-TX may have additional work to perform after ALPHEUS does complete its work shall not bar the start of such charges.

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

8. USE OF VIRTUAL COLLOCATION SPACE

8.1 A list of all ALPHEUS equipment that will be placed within the Virtual Collocation Space shall be set forth on ALPHEUS' Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of ALPHEUS' equipment. ALPHEUS warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such ALPHEUS equipment. ALPHEUS' SWBT-TX Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of SWBT-TX.

8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of ALPHEUS' equipment with the required technical information, ALPHEUS desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, ALPHEUS shall furnish to SWBT-TX a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, SWBT-TX may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both SWBT-TX and ALPHEUS of a final list and description and receipt by SWBT-TX of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested

telecommunications equipment and/or facilities shall be included within "ALPHEUS' Equipment."

8.3 ALPHEUS' Equipment, operating practices, or other activities or conditions attributable to ALPHEUS that represents a demonstrable threat to SWBT-TX network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, is strictly prohibited.

8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation Space shall not interfere with or impair service over SWBT-TX network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

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

9. ALPHEUS RESPONSIBILITIES

9.1 ALPHEUS will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to SWBT-TX UNEs including, without limitation, the following:

9.1.1 All plug-ins and/or circuit packs (working, spare, and replacements).

9.1.2 All provisioning of virtually collocated equipment.

9.1.3 Any ancillary equipment and cabling used for remote monitoring alarms and control.

9.1.4 Any technical publications and updates associated with all ALPHEUS-owned and provided equipment.

9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to ALPHEUS' equipment that requires the work to be performed within the Eligible Structure must be completed by a SWBT-TX Approved Vendor or Manufacturer. Escort charges will apply. ALPHEUS must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.

9.1.6 All training as specified in Section 9.14.

9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by a SWBT-TX Approved Vendor or Manufacturer. Escort charges will apply. ALPHEUS must make access arrangements with the LOC as described in Section 14.1.4.1 of this Appendix.

9.1.8 A storage cabinet for the storage of ALPHEUS' spare circuit packs, unique tools, test equipment, etc. used by SWBT-TX to maintain and repair virtually collocated equipment.

9.1.9 Procurement, installation and termination of interconnection cabling between ALPHEUS' Virtual Collocation Space and SWBT-TX Main Distribution Frame or its equivalent by ALPHEUS' SWBT-TX Approved Vendor. Additional requirements relating to installation and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.

9.1.10 Procurement and installation of power cable(s) ALPHEUS' SWBT-TX Approved Power Installation Vendor from the Virtual Collocation Space to the designated SWBT-TX's Battery Distribution Fuse Bay (BDFB) or Power Plant Primary Distribution points, whichever is applicable. Additional requirements relating to installation of power cable(s) is set forth in Section 10.6 of this Appendix.

9.2 ALPHEUS is responsible for coordinating with the LOC in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply. ALPHEUS must identify employee(s) and/or ALPHEUS' SWBT-TX Approved Vendor(s) that will attend the visit and arrange access for these visit(s) as described in Section 9.2.6 of this Appendix.

9.2.1 Once when beginning the initial equipment installation.

9.2.2 Once during the middle of the equipment installation.

9.2.3 Once at turn-up completion of such equipment installation.

9.2.4 One (1) general visit per calendar year.

9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation Space and the purpose of performing a visual inspection on the installed equipment completed by ALPHEUS' SWBT-TX Approved Vendor prior to turn-up.)

9.2.6 These visits must be arranged ten (10) business days in advance with the LOC, or as mutually agreed upon. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) ALPHEUS' representatives per escort may participate in any one (1) of the site visits.

9.3 ALPHEUS' mutually agreed upon Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, ALPHEUS shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.

9.4 When ALPHEUS requires additional capacity, a collocation Augment application is required. For Augments of this type, ALPHEUS may fully equip the additional bay, or may equip the additional bay as described below.

9.4.1 For either an initial installation or an Augment as described above, when a bay is in place but ALPHEUS has elected under Section 9.3 above not to fully equip the bay.

9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.

9.4.3 ALPHEUS will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.

9.4.4 ALPHEUS will be responsible for capacity management of the equipment placed.

9.5 After the initial installation, or an Augment, SWBT-TX shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon ALPHEUS' request. ALPHEUS may use an SWBT-TX Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by ALPHEUS by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for SWBT-TX to perform the installation, routine maintenance, or to escort the

SWBT-TX Approved Vendor, whichever applies. If ALPHEUS' SWBT-TX Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.

9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), ALPHEUS shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.

9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by SWBT-TX as described in Section 14.

9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by SWBT-TX that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and ALPHEUS. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for SWBT-TX to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by ALPHEUS.

9.9 ALPHEUS must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by ALPHEUS for placement in/on SWBT-TX property. ALPHEUS shall provide a stock of such items (excluding unique tools and test equipment) to SWBT-TX to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. SWBT-TX shall notify ALPHEUS as it uses packs from the stock so that ALPHEUS may replenish the stock. ALPHEUS will provide pre-addressed postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by SWBT-TX to repair and maintain ALPHEUS' virtually collocated equipment. SWBT-TX shall notify ALPHEUS when any other types of replacement parts or equipment are required. During repair calls, SWBT-TX technician shall confirm to ALPHEUS representative when SWBT-TX has used a circuit pack/plug-in or other types of replacement parts or equipment. SWBT-TX shall notify ALPHEUS upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to ALPHEUS personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by ALPHEUS if the discovery is made at some other time.

9.10 ALPHEUS is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s)

between Eligible Structures will be at ALPHEUS' expense and their responsibility. Replacements must be delivered to the SWBT-TX central office or SWBT-TX designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.

9.11 ALPHEUS must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other ALPHEUS owned property provided to SWBT-TX for Virtual Collocation.

9.12 ALPHEUS will provide at the initial Method and Procedure (MOP) meeting the following:

9.12.1 Escalation documentation.

9.12.2 Test and acceptance package as described in the SWBT-TX's installation testing standards and requirements located on the SWBT-TX CLEC ONLINE Web-Site.

9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. ALPHEUS will keep this information current.

9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g.), Augments, trouble reports, emergency contact). ALPHEUS will keep this information current.

9.13 To the extent known, ALPHEUS can provide forecasted information to SWBT-TX on anticipated additional Virtual Collocation requirements. Forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.

9.14 SWBT-TX will identify the training needs of SWBT-TX personnel from the list of equipment received by ALPHEUS on the SWBT-TX Virtual Application Form. ALPHEUS will be responsible for training SWBT-TX personnel on the repair and maintenance of ALPHEUS' equipment, unless: (a) the equipment is already used by SWBT-TX in the Eligible Structure; or (b) SWBT-TX technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by SWBT-TX, but ALPHEUS uses the equipment in a different configuration, ALPHEUS will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by ALPHEUS. SWBT-TX will contact ALPHEUS with the required number of SWBT-TX personnel to be trained and the contact name for ALPHEUS to coordinate training schedules. ALPHEUS will be responsible for the following:

9.14.1 Arrange for the training supplier and pay all costs for the training sessions including, without limitation, the cost of the trainer(s), transportation and lodging of such trainer(s), required course material.

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

9.14.3 SWBT-TX may require additional training requirements to adequately provide 7 X 24 hour coverage on ALPHEUS' virtually collocated equipment when labor resources change for a particular Eligible Structure. SWBT-TX will notify ALPHEUS when applicable.

9.14.4 Training may be provided on-site when possible.

9.14.5 The training for which ALPHEUS will be responsible includes training for the following functions to the extent such functions will be performed by SWBT-TX and additional training is necessary.

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

9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by SWBT-TX.

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

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

9.14.5.5 SWBT-TX will work cooperatively with ALPHEUS to schedule and complete the training requirements prior to ALPHEUS' equipment turn-up. When ALPHEUS provides scheduled training, SWBT-TX is responsible for employee attendance.

9.14.5.6 ALPHEUS will provide remote, real-time network technical support, guidance and direction to SWBT-TX for all collocated facilities and equipment using on-line telephone support.

9.15 ALPHEUS is responsible for coordinating with SWBT-TX to ensure that services are installed in accordance with a service request.

9.16 ALPHEUS' SWBT-TX Approved Vendor will, whenever possible, install ALPHEUS' equipment in the Virtual Collocation Space within ninety (90) calendar days of Delivery Date. ALPHEUS' SWBT-TX Approved Vendor must interconnect to SWBT-TX's network or gain access to SWBT-TX's unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, SWBT-TX may, upon 30 days written notice, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to SWBT-TX network or a SWBT-TX UNE for the purpose of Collocator providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

10.1 SWBT-TX will work cooperatively with ALPHEUS to develop implementation plans including timelines associated with the following:

10.1.1 Ensuring that ALPHEUS' Approved Vendor meets required safety standards as contained in TP76200MP and **AT&T** ILEC's standards and requirements for equipment and facility installations.

10.1.2 SWBT-TX placement of ALPHEUS' fiber into an SWBT-TX Eligible Structure.

10.1.3 Location and completion of all splicing.

10.1.4 Completion of installation of equipment and facilities.

10.1.5 Removal of above facilities and equipment.

10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. ALPHEUS shall strictly observe and abide by each.

10.2.1 SWBT-TX TP76200MP, standards for network equipment, power, grounding, environmental, and virtual design requirements, and any successor document(s), including as such may be modified at any time and from time to time.

10.2.2 SWBT-TX's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.

10.2.3 SWBT-TX TP76300MP, standards and requirements for equipment and facility installations, and any successor document(s) within SWBT-TX central offices and may be modified from time to time.

10.2.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.

10.2.5 SWBT-TX's Interconnector's Collocation Services Handbook or like document, SWBT-TX TP76300MP, and the SWBT-TX TP 76200MP standards are not incorporated herein but are available on the SWBT-TX CLEC ONLINE Web-Site.

10.3 If SWBT-TX's Interconnector's Collocation Services Handbook or like document, SWBT-TX TP76300MP for equipment and facility installations, and the SWBT-TX TP 76200MP standards are modified subsequent to the effective date of this Appendix from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which ALPHEUS has or orders a Virtual Collocation arrangement, SWBT-TX shall provide ALPHEUS with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Such modifications shall not become effective and thereafter applicable under this Appendix, however, until the ALPHEUS' Collocation arrangement order has been satisfied by SWBT-TX.

10.3.2 Notwithstanding Sections 10.3.1, any modification made to address situations potentially harmful to SWBT-TX or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation Space, or to comply with statutory or regulatory requirements shall become effective thirty (30) days after receipt by ALPHEUS of written notice detailing the nature of the modification. SWBT-TX will immediately notify ALPHEUS of any such modification.

10.4 SWBT-TX shall provide an interconnection point or points, physically accessible by both SWBT-TX and ALPHEUS (typically a SWBT-TX manhole) at which a ALPHEUS fiber optic cable can enter the Eligible Structure, provided that SWBT-TX will designate interconnection points as close as reasonably possible to the Eligible Structure. ALPHEUS' fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The

fiber cable will be spliced to a fiber cable tail at the dedicated splice point by SWBT-TX and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to ALPHEUS' designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for ALPHEUS to terminate in their equipment. ALPHEUS shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; SWBT-TX will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for SWBT-TX cable facilities and at which space is available for new facilities in at least two of those entry points.

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

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

10.4.3 SWBT-TX will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between ALPHEUS' Virtual Collocation Space and SWBT-TX Main Distribution Frame or its equivalent will be installed by ALPHEUS' SWBT-TX Approved Vendor. ALPHEUS' SWBT-TX Approved Vendor must obtain an approved Method of Procedures (MOP) from SWBT-TX and follow the SWBT-TX TP76300MP standards and requirements for installation of equipment and facilities. SWBT-TX will install and stencil termination blocks or panels at SWBT-TX's Main Distribution Frame or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to ALPHEUS.

10.5 Unless otherwise expressly agreed in writing, SWBT-TX will provide for all AC and DC power requirements in the Eligible Structure. ALPHEUS Approved Vendor is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support ALPHEUS' equipment at the specified DC and AC voltages. At a minimum, the power and SWBT-TX associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to SWBT-TX substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by ALPHEUS represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the SWBT-TX is based on demand management. SWBT-TX will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. ALPHEUS' SWBT-TX Approved Power Installation Vendor will install and terminate the power cable(s) from the Virtual Collocation Space to SWBT-TX's designated termination points on the Battery Distribution Fuse Bay (BDFB). When the SWBT-TX's designated power termination point(s) is at the SWBT-TX's Power Plant Primary Distribution, ALPHEUS' SWBT-TX Approved Power Installation Vendor will install, but not terminate ALPHEUS' power cable(s). ALPHEUS must contact the assigned SWBT-TX Project Manager five (5) business days prior to scheduling a request for the termination of ALPHEUS' power cable(s) to the SWBT-TX's Power Plant Primary Distribution, which will be performed by SWBT-TX. ALPHEUS' SWBT-TX Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SWBT-TX and follow SWBT-TX's standards and requirements for installation of equipment and facilities.

10.6 SWBT-TX will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for ALPHEUS' equipment in the same manner and at the same standards that SWBT-TX provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.7 Regeneration of either DS-1 or DS-3 signal levels may be provided by ALPHEUS or SWBT-TX under the custom work order process or ICB/NSCR, including payment requirements prior to the installation of the regeneration equipment.

10.8 ALPHEUS and SWBT-TX are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.9 SWBT-TX shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.10 SWBT-TX agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Virtual Collocation Space.

10.11 ALPHEUS and SWBT-TX are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

10.12 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours from verbal notification.

10.13 In the event SWBT-TX determines it necessary for the Virtual Collocation Space to be moved within the Eligible Structure in which the Virtual Collocation Space is located or to another Eligible Structure, ALPHEUS is required to do so. If such relocation arises from circumstances beyond the reasonable control of SWBT-TX, including condemnation or a force majeure event, ALPHEUS shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise SWBT-TX shall be responsible for all necessary preparation costs.

10.14 In the event ALPHEUS cancels its order after SWBT-TX has begun preparation of the Virtual Collocation Space, but before SWBT-TX has been paid the entire amounts due under this Agreement, then in addition to other remedies that SWBT-TX might have, ALPHEUS shall be liable in the amount equal to the actual non-recoverable costs incurred by SWBT-TX as a direct result of preparation of ALPHEUS' Virtual Collocation Space, less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. SWBT-TX shall provide ALPHEUS with a detailed invoice showing the costs it actually incurred directly associated with preparation of ALPHEUS' Virtual Collocation request.

10.15 ALPHEUS may discontinue or terminate a Virtual Collocation Arrangement on not less than thirty (30) days advance written notice to SWBT-TX, by submitting a complete and accurate Virtual Collocation Application plus applicable fees. Upon

the discontinuance or termination of a Virtual Collocation arrangement, ALPHEUS shall pay to SWBT-TX all costs incurred by SWBT-TX associated with returning the Virtual Collocation Space to SWBT-TX in the same condition as when SWBT-TX first began any construction work on such Virtual Collocation Space. Such costs include, but are not limited to, costs associated with removal by SWBT-TX of facilities and cabling.

10.16 Upon discontinuance or termination of the Virtual Collocation arrangement, ALPHEUS will work cooperatively with SWBT-TX to remove ALPHEUS' equipment from SWBT-TX property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SWBT-TX is not responsible for and will not guarantee the condition of such equipment if removed by ALPHEUS' vendor hired by ALPHEUS. ALPHEUS is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of ALPHEUS virtually collocated equipment must be made within thirty (30) calendar days of SWBT-TX receipt of ALPHEUS' advance written notice to terminate the virtual collocation arrangement, unless a different time period is mutually agreed upon. ALPHEUS will pay all arrangement monthly charges until all equipment is removed. If ALPHEUS has not removed the equipment within this timeframe, SWBT-TX has the right to remove the equipment and bill ALPHEUS for any reasonable expense associated with removal of the equipment. ALPHEUS will indemnify and hold SWBT-TX harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if SWBT-TX removes ALPHEUS' equipment. Any equipment not removed in this time frame may be removed by SWBT-TX and stored in a non-SWBT-TX location, at the expense of ALPHEUS.

10.17 Upon termination of the Virtual Collocation arrangement, ALPHEUS must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable(s) is not scheduled and removed within (30) calendar days after discontinuance of use, SWBT-TX may arrange for the removal, and ALPHEUS will be responsible for any charges incurred to remove the cable as set forth in Section 10.19 below. SWBT-TX and ALPHEUS will cooperatively manage the removal process. ALPHEUS is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SWBT-TX instructs ALPHEUS such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.18 If ALPHEUS fails to remove its equipment and facilities from the Virtual Collocation Space within thirty (30) calendar days after discontinuance of use, SWBT-TX may perform the removal and shall charge ALPHEUS a reasonable

amount for any materials used in any such removal, and the time spent on such removal at a commercially reasonable rate. Further, in addition to the other provisions herein, ALPHEUS shall indemnify and hold SWBT-TX harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT-TX.

11. TEST AND ACCEPTANCE

11.1 ALPHEUS and SWBT-TX will complete an acceptance walk-through visit of the Virtual ALPHEUS' Space prior to turning the Virtual Collocation Space over to ALPHEUS' mutually agreed upon Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by SWBT-TX as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from ALPHEUS' Virtual Collocation request shall be at SWBT-TX expense.

11.2 Prior to ALPHEUS' installation vendor powering up equipment, and after the frame connections and equipment has been installed, ALPHEUS will schedule a pre-performance visual inspection visit with the LOC as specified in Section 9.2.5. ALPHEUS is responsible for visually inspecting the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after ALPHEUS' request and shall take no longer than eight (8) hours. Should ALPHEUS determine during the visual inspection that the installation is not compliant with specifications, ALPHEUS may schedule an additional visual inspection after corrective work has been performed. ALPHEUS shall be responsible for coordination with its SWBT-TX Approved Vendor to be at the site for the visual inspection, acceptance testing and, when necessary, corrective work.

11.3 Prior to scheduled turn-up of the virtual collocated equipment, ALPHEUS will arrange to deliver to the SWBT-TX Central Office, or other pre-designated location by SWBT-TX, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair ALPHEUS' equipment. It is ALPHEUS' responsibility to arrange with its Approved Vendor to place any of the items provided into ALPHEUS' designated storage cabinet or shelf, if applicable.

11.4 Once ALPHEUS' equipment installation inspection is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving ALPHEUS, its SWBT-TX approved installation contractor, SWBT-TX, and/or SWBT-TX vendor. ALPHEUS and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, SWBT-TX

will work with ALPHEUS to coordinate testing to minimize the number of visits required by ALPHEUS and its contractor.

11.5 All installations of equipment must be in accordance with the SWBT-TX TP76300MP standards and requirements for equipment and facility installations and subject to review by an SWBT-TX maintenance engineer for compliance. Should SWBT-TX maintenance engineer determine during their review that the installation is not compliant with specifications, ALPHEUS may schedule an additional visual inspection after corrective work has been performed.

11.6 ALPHEUS shall be responsible of coordination with its SWBT-TX Approved Vendor to be at the site for acceptance testing.

11.7 Once ALPHEUS has accepted the facilities, ALPHEUS may proceed to order either interconnection or access to UNEs from SWBT-TX to be connected to their equipment.

12. DELIVERY INTERVALS

12.1 The delivery interval relates to the period in which SWBT-TX shall construct and turnover to ALPHEUS' SWBT-TX Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date SWBT-TX receives Virtual Collocation Application from ALPHEUS. The delivery interval ends on the date SWBT-TX is ready to turnover the Virtual Collocation Space to ALPHEUS' SWBT-TX Approved Vendor ("Delivery Date").

12.2 ALPHEUS must provide the SWBT-TX, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of the non-recurring charges detailed and itemized by SWBT-TX (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as SWBT-TX has received such response and payment.

12.3 If ALPHEUS has not provided SWBT-TX such response and payment by the twelfth (12th) calendar day after the date SWBT-TX notified ALPHEUS its request has been granted, the application will be canceled. Virtual Collocation Space is not reserved until SWBT-TX's receipt of the confirmatory response in writing from ALPHEUS with applicable fees. The delivery interval assigned will be provided to ALPHEUS by SWBT-TX with the ten (10) calendar day space notification.

12.4 Each complete and accurate Virtual Collocation Application received by SWBT-TX from ALPHEUS will be processed in the order received unless ALPHEUS provides a priority list, whichever is applicable.

12.5 The delivery interval for Virtual Collocation is determined by SWBT-TX taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by ALPHEUS and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

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

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

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

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

12.7 The second fifty percent (50%) payment must be received by SWBT-TX prior to the space being turned over to ALPHEUS' SWBT-TX Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to ALPHEUS' SWBT-TX Approved Vendor by SWBT-TX. For the following interconnection cabling Augments, ALPHEUS must submit a complete and accurate Virtual Collocation Application:

12.7.1 168 DS1 connections and/or

12.7.2 48 DS3 connections and/or

12.7.3 400 Copper (shielded or nonshielded) cable pair connections

12.7.4 12 fiber pair connections

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

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

Table (2)

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

An Asterisk (*) represents language ordered in the Texas PUC Docket No. 25188, Arbitration Award between SWBT-TX and El Paso Networks, LLC.

11-20	35calendar days	65 calendar days

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

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

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

12.10 For all Augments other than provided above, SWBT-TX will work cooperatively with ALPHEUS to negotiate a mutually agreeable delivery intervals.

12.11 Within twenty (20) calendar days or mutually agreed upon time, from SWBT-TX's receipt of the confirmatory response in writing to continue construction on the Virtual Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), SWBT-TX will schedule a walk through visit with ALPHEUS and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

12.12 During SWBT-TX delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, SWBT-TX will notify ALPHEUS that ALPHEUS' SWBT-TX Approved Vendor will be allowed to do work in parallel with SWBT-TX throughout the remaining delivery interval. ALPHEUS

must obtain an approved Method of Procedures (MOP) from SWBT-TX and follow SWBT-TX's Technical Publication for installation of equipment and facilities.

12.13 In responding to an application request that requires an ICB/NSCR, SWBT-TX shall advise ALPHEUS with the quote whether space for the Virtual Collocation requested is available.

13. REPAIR AND MAINTENANCE OF EQUIPMENT

13.1 Except in emergency situations, and/or except when SWBT-TX network reliability is at risk, ALPHEUS will initiate the repair and maintenance process by contacting SWBT-TX Local Operations Center (LOC). ALPHEUS-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of ALPHEUS. In an emergency, SWBT-TX may perform necessary repairs without prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to SWBT-TX central offices and SWBT-TX CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of ALPHEUS by SWBT-TX.

13.2 When initiating repair or maintenance requests of ALPHEUS provided virtually collocated equipment, ALPHEUS shall provide the LOC with the following:

13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;

13.2.2 SWBT-TX Eligible Structure's CLLI, circuit identification and/or telephone number;

13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);

13.2.4 A detailed description of the trouble;

13.2.5 The name and telephone number of ALPHEUS' employee or Center that will cooperatively test with SWBT-TX at no charge to SWBT-TX; and

13.2.6 The type of the trouble.

13.3 When a SWBT-TX technician calls ALPHEUS to perform repair/maintenance initiated by a trouble ticket, ALPHEUS will provide the SWBT-TX technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.

13.4 SWBT-TX is not obligated to provide any test equipment to support ALPHEUS' equipment. To the extent that test equipment owned by SWBT-TX is located in the central office with ALPHEUS' equipment, is compatible with ALPHEUS' equipment and is not currently being used to repair SWBT-TX owned equipment, SWBT-TX can use this test equipment for test operations directed by ALPHEUS. SWBT-TX assumes no liability for damage to ALPHEUS' equipment caused by using SWBT-TX test equipment.

13.4.1 SWBT-TX is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on ALPHEUS' equipment. SWBT-TX is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by ALPHEUS providing test equipment for their exclusive use in maintaining their equipment.

13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined by ALPHEUS that support is necessary, ALPHEUS' SWBT-TX Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If SWBT-TX, working with ALPHEUS believes that it would be beneficial to allow ALPHEUS on site to aid in troubleshooting or restoring equipment, it will so request. Charges for an escort will apply in either situation and ALPHEUS must identify the employee and/or SWBT-TX Approved Vendor that will assist in the restoration.

13.6 ALPHEUS may request SWBT-TX to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on ALPHEUS owned equipment, ALPHEUS shall provide SWBT-TX with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.

13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, storage cabinet inventories, and generic upgrades, etc., ALPHEUS will contact the LOC to arrange access for the Manufacturer ALPHEUS' mutually agreed upon Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, SWBT-TX shall perform repairs as described in Section 14 of this Appendix.

13.8 SWBT-TX is responsible for maintaining 7 X 24 maintenance and repair schedule for ALPHEUS' virtual collocation equipment at the direction of ALPHEUS on at a time and material basis however, maintenance and repair will only be provided on

a 7 X 24 basis if the Collocator trains the adequate number of SWBT-TX personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

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

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

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

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

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

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

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

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

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

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

14.2 Charges to install, repair, and maintain ALPHEUS' equipment will be billed per the state specific rates provided in the attached Appendix Pricing. If ALPHEUS has not supplied sufficient replacement/installment part(s) or appropriate test equipment at the time SWBT-TX's technician is ready to begin work at a Central Office, SWBT-TX will close out the ticket. ALPHEUS must generate another trouble report to request the repair, installation, and/or maintenance once such part(s) and/or equipment have been delivered to the Eligible Structure.

15. CASUALTY LOSS

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

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

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

ALPHEUS equipment to an alternative location at minimal cost and disruption to service.

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

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

16. REMOVAL OF EQUIPMENT

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

17. NOTICES

17.1 Except in emergency situations, SWBT-TX shall provide ALPHEUS with written notice five (5) business days prior to those instances where SWBT-TX or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation Space or in the general area of the AC and DC power plants which support the Virtual Collocation Space.

17.2 SWBT-TX will inform ALPHEUS by telephone, and in a manner consistent with the provisions contained in Section 17 of the General Terms and Conditions, of any

emergency-related activity that SWBT-TX or its subcontractors may be performing in the general area of the Virtual Collocation Space occupied by ALPHEUS or in the general area of the AC and DC power plants which support the Virtual Collocation Space in advance of such activity. Notification of any emergency related activity should be made to ALPHEUS as soon as reasonably possible so that ALPHEUS can take any action required monitoring or protecting its service.

17.3 SWBT-TX will provide ALPHEUS with notification consistent with the notice requirements set forth in Section 17 of the General Terms and Conditions within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to ALPHEUS' equipment. In addition, SWBT-TX shall provide ALPHEUS immediate notification by telephone of any emergency power activity that would impact ALPHEUS' equipment.

17.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to (TX)
Account Manager - Collocation
2600 North Central Expressway
6th Floor,
Richardson, Texas 75080

If to ALPHEUS: _____
Vice-President Contract Administration
1001 Louisiana Street
Houston, Texas 77002

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

17.5 Except as may be specifically permitted in this Agreement, any payment that is sent in with a collocation application or augment to an existing collocation application will be sent by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

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

If to ALPHEUS: _____
Vice President Contract Administration
1001 Louisiana Street
Houston, Texas 77002

18. PROTECTION OF SERVICE AND PROPERTY

18.1 SWBT-TX shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

18.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

19. INSURANCE

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

19.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by SWBT-TX from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT-TX

structure.

19.3 All policies purchased by ALPHEUS shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT-TX.

19.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of ALPHEUS' equipment or other Collocator facilities or equipment remains within the Eligible Structure.

19.5 ALPHEUS shall submit certificates of insurance reflecting the coverages specified in the General Terms and Conditions of this Agreement prior to, and as a condition of, SWBT-TX's obligation to turn over the Virtual Collocation Space to ALPHEUS or to permit any ALPHEUS-designated subcontractors into the Eligible Structure. ALPHEUS shall arrange for SWBT-TX to receive thirty (30) calendar day's advance written notice from ALPHEUS' insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

19.6 ALPHEUS must also conform to recommendations made by SWBT-TX's Property Insurance Company, if any, unless a recommendation is also applicable to SWBT-TX and SWBT-TX does not so conform in the Eligible Structure where the Virtual Collocation Space is located.

19.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Appendix.

20. PROTECTON OF SERVICE AND PROPERTY

20.1 SWBT-TX shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

20.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX DIRECT

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

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") to Alpheus Communications, L.P. ("ALPHEUS").

1.2 The Prices at which SWBT-TX agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing

2. DEFINITIONS

2.1 **"Automated Message According (AMA)"** – Billing detail recordings in the switch.

2.2 **"Call Processing Data Link - (CPDL)"** - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.

2.3 **"Data Terminating Equipment (DTE)"** - A terminal attached to a data network as an End User node.

2.4 **"Nortel Digital Multiplexing Switch (DMS 200)"** - DMS performs base call processing functions and supports service capabilities.

2.5 **"IBM RISC 6000 Processor"** – The IBM platform that enables database search capabilities.

2.6 **"Nortel Directory One (D1)"** - D1 offers directory search applications built on a standard operating software environment.

2.7 **"Nortel Directory One Call Control"** - Allows bi-directional call control capability between the TOPS switch and the D1 network.

2.8 **"Electronic White Pages (EWP)"** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.

2.9 **"Nortel Interactive Voice System (IVS)"** - Peripheral off the switch that provides interactive audio.

2.10 **"Nortel Multi Purpose Position (MP, MPX or MPX-IWS)"** - Operator Workstations.

2.11 **"Non-Published Number (NP)"** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.

2.12 **"Operator Service Center (OSC)"** - Physical location of the Operators/workstations.

2.13 **"Published Number"** - A telephone number that is published in a telephone directory and is available upon request by calling an SWBT-TX DA Operator.

2.14 **"Nortel Queue Management System (QMS)"** - Supports up to 255 unique queues on calls to operator positions.

2.15 **"Nortel Traffic Operating Position System (TOPS)"** - Performs base call processing functions and support service capabilities.

2.16 **"Nortel/IBM Protocol"** – Allows communication between Nortel Switch and IBM database.

2.17 **"IBM Platform"** – Offers directory search applications built on a standard operating software environment.

3. SERVICE

3.1 Direct Access allows ALPHEUS access to SWBT-TX's Directory Assistance (DA) database (which includes residence, business, and government listings) for the sole purpose of providing DA to ALPHEUS' End User. This service shall allow ALPHEUS to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers or other information that the customer has asked to make unavailable is not allowed, with the exception of customer name and address SWBT-TX will provide ALPHEUS nondiscriminatory access to the same directory listing information available to its own directory assistance operators.

3.2 Where technically feasible and/or available, ALPHEUS may receive Direct Access from SWBT-TX's host switches via an ALPHEUS Nortel DMS200 TOPS Host Switch, a LUCENT 5ESS OSPS switch or any other Operator assistance switch type with Call Processing Data Link (CDPL). CDPL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Nortel Directory One Call Control and a switching entity. CPDL provides the protocol by which the ALPHEUS switch may provide auto and offer DACC.

4. RESPONSIBILITIES OF SWBT-TX

4.1 SWBT-TX shall provide and maintain its own Directory Assistance platform equipment to furnish DA services to ALPHEUS for all SWBT-TX listings.

4.2 SWBT-TX shall provide DA listings to ALPHEUS from its current DA records and in accordance with SWBT-TX's methods, practices, and procedures.

4.3 SWBT-TX shall provide ALPHEUS access to the same listing information that is available to its own operators.

4.4 SWBT-TX shall maintain the same level of system performance for ALPHEUS as it provides to itself.

5. RESPONSIBILITIES OF ALPHEUS

5.1 ALPHEUS shall submit requests for Direct Access in writing to SWBT-TX. Requests for Direct Access will be pursuant to the Individual Case Basis (ICB) process.

5.2 When ALPHEUS utilizes a switch other than those specified in TR-BX.25, ALPHEUS must obtain CPDL/D1 certification of their switch from NORTEL. ALPHEUS shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. SWBT-TX shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. SWBT-TX shall bear the cost of this hardware and software, but ALPHEUS will be responsible for Engineering, Furnish and Installation charges.

6. RESPONSIBILITIES OF BOTH PARTIES

6.1 ALPHEUS providing the circuit between ALPHEUS' office and SWBT-TX's office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by ALPHEUS.

6.2 Where applicable, if additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by SWBT-TX, and ALPHEUS will reimburse SWBT-TX for the cost, plus Engineering, Furnish and Installation.

7. LIABILITY

7.1 The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix. ALPHEUS also agrees to release, defend, indemnify, and hold harmless SWBT-TX from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons

caused or claimed to be caused, directly, or indirectly, by SWBT-TX employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

8. BILLING

8.1 SWBT-TX shall bill through the appropriate SWBT-TX regional Mechanized Bill Process.

9. USE OF SUBSCRIBER LISTING INFORMATION

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

10. ASSIGNMENT

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

11. TERM OF CONTRACT AND RATE STRUCTURE

11.1 Upon ALPHEUS' request, and pursuant to the terms and conditions herein, SWBT-TX will set rates and other appropriate criteria for provision of Direct Access to ALPHEUS pursuant to the ICB process.

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

11.2.1 Service Establishment

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

11.2.2 Direct Access Database Service

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

11.2.3 Direct Access Per Search

11.2.3.1 Where applicable, ALPHEUS shall pay a Direct Access Per Search charge for each ALPHEUS subscriber listing search queried from SWBT-TX's listing database.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX DAL

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APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for which Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") agrees to license its subscriber listing information to Alpheus Communications, L.P. ("ALPHEUS").

1.2 The prices at which SWBT-TX agrees to provide ALPHEUS with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing.

2. GENERAL TERMS AND CONDITIONS

2.1 Where technically feasible and/or available, SWBT-TX will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in SWBT-TX.

2.1.1 SWBT-TX owns and maintains the database containing directory assistance listing information (name, address and published telephone number, or an indication of "non-published status") of telephone subscribers.

2.1.2 SWBT-TX uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call SWBT-TX's DA to obtain such information.

2.1.3 Inasmuch as SWBT-TX provides DA service under contract for Independent Local Exchange Carriers (Independent LECs) and Competitive Local Exchange Carriers (CLECs), SWBT-TX's database also contains directory assistance listing information for other Independent LEC and CLEC End Users.

2.1.4 ALPHEUS, or its agent, wishes to provide DA service to ALPHEUS' End Users located in ALPHEUS' service area, and therefore, wishes to load its database with directory assistance listings contained in SWBT-TX's DA database.

2.1.5 SWBT-TX agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:

2.1.5.1 SWBT-TX shall license its directory assistance listing information as defined in Exhibit A.

2.1.5.2 SWBT-TX shall provide directory assistance listing information in a mutually acceptable format.

2.1.5.3 SWBT-TX shall provide directory assistance listing information to ALPHEUS via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, SWBT-TX will provide to ALPHEUS the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.2 USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

2.2.1 ALPHEUS may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

2.2.2 Upon termination of the Agreement, ALPHEUS shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by SWBT-TX, and shall extract and expunge all copies or any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in ALPHEUS' database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, ALPHEUS may verify the listing by matching the caller-provided address with the address in ALPHEUS' dates. ALPHEUS may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. ALPHEUS can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

3.1 The directory assistance listings provided by AT&T shall remain the property of SWBT-TX. ALPHEUS, or its third-party DA provider/agent, shall take appropriate measures at least equal to the measures ALPHEUS uses for its own

listings to guard against any unauthorized use of the listings provided to it hereunder.

4. BREACH OF CONTRACT

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

5. LIABILITY

5.1 SWBT-TX makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to ALPHEUS. ALPHEUS agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. SWBT-TX makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.

5.2 ALPHEUS hereby releases SWBT-TX from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

5.3 ALPHEUS shall indemnify, protect, save harmless and defend SWBT-TX (or SWBT-TX's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to this SWBT-TX Appendix, and every interconnection, service and network element provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. ALPHEUS shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against ALPHEUS and SWBT-TX, and/or against SWBT-TX alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, SWBT-TX may, at its option, assume and undertake its own defense, or assist in the defense of ALPHEUS, in which event ALPHEUS shall reimburse SWBT-TX for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. ALPHEUS shall not enter into any

settlement of any such demand, claim or suit without the prior written consent of SWBT-TX.

6. TERM OF APPENDIX

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

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX FGA

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APPENDIX FGA

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which Alpheus Communications, L.P. ("ALPHEUS") and Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") will compensate each other for the joint provision of Feature Group A (FGA) Switched Access Services and/or FGA-Like services, including the Open End (Foreign Exchange) of interLATA Foreign Exchange (FX) or interLATA FX-like service. For purposes of this Agreement the terms Feature Group A (FGA) Switched Access Services and/or FGA-like, interLATA Foreign Exchange (FX) and interLATA FX-like services may be used interchangeably, unless referenced distinctly. Notwithstanding the provisions of this Appendix, the Parties may agree to waive compensation for FGA service if they expect such service to be de minimus. In that event, the provisions of this Appendix will not apply.

2. DEFINITIONS

2.1 **"Subscriber Access Lines"** means a communication facility provided under a general and/or exchange service tariff extended from an End User premise to a Central Office Switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.

2.2 **"Feature Group A (FGA) Switched Access Service"** means FGA Switched Access Service includes all facilities and services rendered in furnishing FGA switched access service, both in local traffic area and LATA wide calling areas (interLATA FX includes only the local traffic area), in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate tariffs of the Parties.

2.3 **"Open End or Foreign Exchange"** means the exchange from which the FGA or foreign service is rendered. That is, the exchange from which the FGA or foreign exchange service obtains switched access to other End Users.

2.4 **"The Primary Company"** denotes the Party with the Primary office(s). For interLATA FX and or interLATA FX-like services, the Party with Open End will be considered the Primary Company.

2.5 **"The Primary Office"** means an office which: (1) directly or jointly connects to an Interexchange Carrier and/or End User: and (2) provides joint FGA switched access, or FX, service to that Interexchange Carrier and/or End User allowing calls to or from End Offices of the other Party.

2.6 **"The Secondary Company"** denotes the Party with the secondary office(s).

2.7 **"The Secondary Office"** means any office involved in providing joint FGA switched access to an Interexchange Carrier and/or End User through the switching facilities of the Primary Office.

2.8 **"Access Minutes or Minutes of Use (MOUs)"** means those minutes of use as described in Part 69 of the Federal Communications Commissions Rules, and are limited to those FGA and FX MOUs which originate and/or terminate in the Secondary Office(s) covered by this Appendix.

2.9 **"Currently Effective Tariff Rate"** means the approved FGA Switched Access tariff rate effective on the first day of the month for which compensation is being calculated.

3. UNDERTAKING OF THE PARTIES

3.1 The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

3.2 To the extent any applicable FGA Switched Access tariff is revised, such company will notify the other of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least thirty (30) days in advance of their effective date. Compensation will be based on the revised rates forty-five (45) days after the effective date of the tariff revisions. However, if such company fails to notify the billing company of a new rate within thirty (30) days of its effective date, the billing company may delay implementation of the new rate until the next month's compensation cycle, and will not be required to adjust the previous bills retroactively.

3.3 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of compensation, or otherwise to execute the provisions of this Appendix.

4. ADMINISTRATION OF INTERCARRIER COMPENSATION

4.1 The Primary Company will be responsible for the administration, computation and distribution of the FGA access compensation due the Secondary Company.

5. MINUTES OF USE (MOUS) DEVELOPMENT

5.1 The Primary Company will calculate the amount of FGA compensation due the Secondary Company, by determining the amount of FGA and FX MOUs attributable to each Secondary Company as described below. The Primary

Company will then multiply the MOUs by the rates in the applicable FGA Switched Access tariff to determine the compensation amounts tentatively due the Secondary Company, subject to adjustments for uncollectibles as outlined in Section 6.3.

5.2 Terminating MOUs Development

5.2.1 Actual monthly premium (charged at equal access End Office) and non-premium (charged at non-equal access End Offices) terminating FGA and FX access MOUs for each office in the LATA or a FGA or FX access area will be measured by the Primary Company.

5.2.2 Where the Primary Company cannot measure or identify the terminating FGA or FX MOUs by End Office, terminating MOUs will be total unmeasured MOUs allocated to the LATA or FGA or FX access area. In this event, terminating FGA MOUs will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibits A and B, which are attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company. Terminating FX MOUs, however, will be distributed based upon the ratio of the Secondary Company's subscriber access lines, as identified in Exhibit A, which is attached hereto and made a part hereof, to the total subscriber access lines in the FX access area as determined by the Primary Company.

5.3 Originating MOUs Development

5.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs to each Secondary Company's End Office in the local calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the local traffic area of the FGA customer as determined by the Primary Company.

5.3.2 The Parties recognize that since originating non-local traffic calling area calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside a local calling area.

6. CALCULATION OF REVENUE DISTRIBUTION

6.1 The amount of premium or non-premium compensation due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium compensation for each End Office. This compensation will be calculated by the Primary Company by multiplying each of the applicable FGA switched

access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 5.2.1 and 5.2.2.

6.2 Local Transport compensation will be determined for each company by multiplying each of the applicable FGA switched access tariff rate elements by the appropriate MOUs (as calculated under Sections 5.2.1 and 5.2.2) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

6.3 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FGA Access billing experienced by the Primary Carrier.

7. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

7.1 The Primary Company, each month, will calculate and prepare a monthly compensation statement reflecting the compensation amounts for FGA access service due the Secondary Company.

7.2 The monthly compensation statement will show, for each Secondary Office, separately:

7.2.1 The total number of non-premium or premium terminating MOUs and associated compensation amounts.

7.2.2 The total number on non-premium or premium originating MOUs and associated compensation amounts.

7.2.3 The total compensation due the Secondary Company, by rate element.

7.2.4 The number of terminating MOUs recorded by the Primary Company.

7.2.5 The number of access lines used to prorate originating usage pursuant to Section 5.3 contained herein.

7.2.6 The percent ownership factor, if any, used to prorate Local Transport revenues.

7.2.7 Adjustments for uncollectibles.

7.3 Within sixty (60) calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

EXHIBIT A

Local Calling Area Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company	Secondary Office Company	
CLLI CODE NPA-NXX ACCESS LINE	CLLI CODE	NPA-NXX

EXHIBIT B

Location for LATA Wide Termination

of Feature Group A Access Service in

Non-Local Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	Transport Facilities	% Ownership of LATA

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APPENDIX FX

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APPENDIX FX

1. INTRODUCTION

1.1 This sets forth the terms and conditions under which Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS") will compensate each other for the joint provision of intraLATA Foreign Exchange (FX) Services and/or FX-Like services.

2. DEFINITIONS

2.1 **"Customer"** – As used herein, the term "Customer" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Appendix.

2.2 **"Foreign Exchange (FX) Service"**

2.2.1 FX Service permits a customer physically located in one exchange (serving or closed end exchange) to have a telephone number associated with another exchange (open end or foreign exchange). FX allows a customer to have a telephone number presence in a community other than the one where the customer equipment is physically located.

2.2.2 FX Service is generally provided in one of two ways. The "line haul" foreign exchange, where the customer is connected by an ordinary access line to its serving wire center and is then connected by a dedicated facility to the foreign exchange wire center which generates the dial tone.

2.2.3 Under a "dedicated prefix" arrangement, the customer's ordinary access line is assigned a prefix within its serving wire center which is dedicated to functioning as a prefix in a foreign exchange. The serving wire center routes the customer's traffic over dedicated or switched facilities to a switch or switches in the foreign exchange whereby it is connected to telephone numbers in the foreign exchange.

2.2.4 In either case, the total of all facilities which are used to connect the FX customer to the telephone numbers in the foreign exchange, i.e., the access line and local switch within the serving exchange, the facilities connecting the serving exchange local switch to the foreign exchange switch, and the foreign exchange switching facilities are considered as the facilities required to provide the foreign exchange service.

2.2.5 Foreign exchange facility arrangements, other than those described above, are possible. However, where different arrangements are used, the same

principles apply. That is, the total of all facilities used in the connection of the FX customer to the telephone number in the foreign exchange are considered as the facilities used to provide the foreign exchange service.

2.3 **"Open End or Foreign Exchange"** means the exchange from which the foreign service is rendered. That is, the exchange from which the foreign exchange service obtains switched access to other End Users.

2.4 **"Primary Party"** denotes the Party that bills the FX customer for the FX service when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

2.5 **"Serving or Closed End Exchange"** denotes the exchange in which the FX customer is physically located.

2.6 **"Secondary Party"** denotes the Party that does not bill the FX customer, when, by mutual agreement of the Parties, only one of the Parties bills the FX customer for the facilities provided by both Parties.

3. UNDERTAKING OF THE PARTIES

3.1 If mutually agreeable by the Parties, one Party may act as the Primary Party and bill the FX customer for the entire FX Service. In this case, the Primary Party will compensate the Secondary Party for the portion of the FX Service that the Secondary Party provides based on the Secondary Party's applicable tariffed rates for the facilities that the Secondary Party provides. If the Secondary Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, the Primary Party will reimburse the Secondary Party based on rates negotiated between the Parties.

3.2 Otherwise, each Party will separately bill the FX customer for the portion of the FX service facilities that it provides based on its applicable tariffed rates. If either Party does not have tariff rates applicable for the facilities that it has provided for its portion of the FX Service, that Party will bill the FX customer based on its costs of providing its portion of the FX Service facilities.

4. COMPENSATION AMOUNTS, MONTHLY STATEMENTS AND PAYMENTS

4.1 In the event that only one Party bills the FX customer for the entire FX service, within thirty (30) calendar days after the end of each billing period, the Primary Party will remit the compensation amount due the Secondary Party. Where more than one compensation amount is due, they may be combined into a single payment.

4.2 The amount of compensation due the Secondary Company maybe reduced due to uncollectibles attributable to FX Service billing experienced by the Primary Party for the jointly provided FX Services.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX 911

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An Asterisk (*) represents language ordered in the Texas PUC Docket No. 25188, Arbitration Award between SWBT-TX and El Paso Networks, LLC.
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APPENDIX 911

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

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for E911 Service provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS").

1.2 The prices at which SWBT-TX agrees to provide ALPHEUS with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DEFINITIONS

2.1 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from ALPHEUS' End Office to the E911 system.

2.2 **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.3 **"Automatic Number Identification" or "ANI"** means the telephone number associated with the access line from which a call to 911 originates.

2.4 **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.5 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

2.6 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

2.7 **"E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service")** or **"E911 Service"** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.8 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

2.9 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

2.10 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.11 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.12 **"Selective Routing" and "Selective Router" or "SR"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. SWBT-TX RESPONSIBILITIES

3.1 SWBT-TX 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 SWBT-TX is the 911 Service Provider. SWBT-TX shall provide 911 Service to

ALPHEUS as described this section in a particular Rate Center in which ALPHEUS is authorized to provide local telephone exchange service and SWBT-TX is the 911 Service Provider. This shall include the following:

3.2 Call Routing

3.2.1 SWBT-TX will transport 911 calls from each ALPHEUS point of interconnection (POI) to the SR office of the E911 system, where SWBT-TX is the 911 Service Provider.

3.2.2 SWBT-TX will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.3 SWBT-TX will forward the calling party number (ANI) it receives from ALPHEUS and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by ALPHEUS, SWBT-TX will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by EPN, but no ANI record is found in the E911 DBMS, SWBT-TX will report this "No Record Found" condition to ALPHEUS in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 SWBT-TX shall provide and maintain sufficient dedicated E911 trunks from SWBT-TX's SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 SWBT-TX will provide facilities to interconnect ALPHEUS, as specified in the local state tariff. Additionally, when diverse facilities are requested by ALPHEUS, SWBT-TX will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by ALPHEUS, SWBT-TX shall, in a timely fashion, provide ALPHEUS with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

3.3.4 SWBT-TX and ALPHEUS will cooperate to promptly test all trunks and facilities between ALPHEUS' network and the SWBT-TX SR(s).

3.4 Database

3.4.1 Where SWBT-TX manages the E911 database, SWBT-TX shall store ALPHEUS' End User 911 Records [that is, the name, address, and associated telephone number(s) for each of ALPHEUS' End Users served by ALPHEUS' exchange(s)] in the electronic data processing database for the E911 DBMS. ALPHEUS or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 SWBT-TX shall coordinate access to the SWBT-TX E911 DBMS for the initial loading and updating of ALPHEUS End User 911 Records.

3.4.3 SWBT-TX's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

3.4.4 SWBT-TX will update ALPHEUS' End User 911 Records in the E911 DBMS. SWBT-TX will then provide ALPHEUS 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 ALPHEUS.

3.4.5 SWBT-TX shall provide ALPHEUS with a file containing the Master Street Address Guide (MSAG) for ALPHEUS' respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where ALPHEUS is authorized to do business as a local exchange service provider and SWBT-TX is the 911 service provider.

3.4.6 Where SWBT-TX manages the DBMS, SWBT-TX shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. ALPHEUS RESPONSIBILITIES

4.1 Call Routing

4.1.1 ALPHEUS will transport 911 calls from each point of interconnection (POI) to the SWBT-TX SR office of the E911 system, where SWBT-TX is the 911 Service Provider.

4.1.2 ALPHEUS will forward the ANI information of the party calling 911 to the SWBT-TX 911 Selective Router.

4.2 Facilities and Trunking

4.2.1 ALPHEUS shall provide interconnection with each SWBT-TX 911 Selective Router that serves the exchange areas in which ALPHEUS is authorized to and will provide telephone exchange service.

4.2.2 ALPHEUS acknowledges that its End Users in a single local calling scope may be served by different SRs and ALPHEUS shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 ALPHEUS shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each SWBT-TX 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.4 ALPHEUS shall maintain transport capacity sufficient to route traffic over trunks between ALPHEUS switch and the SWBT-TX SR.

4.2.5 ALPHEUS shall provide sufficient trunking and facilities to route ALPHEUS' originating 911 calls to the designated SWBT-TX 911 SR. ALPHEUS is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

4.2.6 ALPHEUS is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SWBT-TX 911 SR.

4.2.7 ALPHEUS shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

4.2.8 ALPHEUS shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If ALPHEUS' traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, ALPHEUS shall request additional circuits from SWBT-TX.

4.2.9 ALPHEUS will cooperate with SWBT-TX to promptly test all 911 trunks and facilities between ALPHEUS’ network and the SWBT-TX 911 Selective Router(s) to assure proper functioning of 911 service. ALPHEUS agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.2.10 ALPHEUS is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to ALPHEUS' demarcation (for example, collocation). SWBT-TX will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). ALPHEUS is responsible for advising SWBT-TX of the circuit identification and the fact that the circuit is a 911 circuit when notifying SWBT-TX of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SWBT-TX will refer network trouble to ALPHEUS if no defect is found in SWBT-TX's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Once E911 trunking has been established and tested between ALPHEUS' End Office and all appropriate SR, ALPHEUS or its representatives shall be responsible for providing ALPHEUS' End User 911 Records to SWBT-TX for inclusion in SWBT-TX's DBMS on a timely basis. SWBT-TX and ALPHEUS shall arrange for the automated input and periodic updating of ALPHEUS' End User 911 Records.

4.3.2 ALPHEUS or its agent shall provide initial and ongoing updates of ALPHEUS' End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3 ALPHEUS shall adopt use of a Company ID on all ALPHEUS End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 ALPHEUS is responsible for providing SWBT-TX updates to the ALI database; in addition, ALPHEUS is responsible for correcting any errors that may occur during the entry of their data to the SWBT-TX 911 DBMS.

4.3.5 ALPHEUS shall reimburse SWBT-TX for any additional database charges incurred by SWBT-TX for errors in ALI data updates caused by ALPHEUS or its third-party agent.

4.3.6 ALPHEUS shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 ALPHEUS 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 ALPHEUS provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from ALPHEUS' POI to the designated SWBT-TX 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of SWBT-TX's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

6.2 SWBT-TX will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to SWBT-TX's Selective Routing. SWBT-TX will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT-TX and ALPHEUS. These specifications shall be documented in Exhibit I, ALPHEUS Serving Area Description and E911 Interconnection Details. ALPHEUS shall complete its portion of Exhibit I and submit it to SWBT-TX not later than forty-five (45) days prior to the passing of live traffic. SWBT-TX shall complete its portion of Exhibit I and return Exhibit I to ALPHEUS not later than thirty (30) days prior to the passing of live traffic.

7.3 ALPHEUS 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 ALPHEUS' End Users are located ALPHEUS shall provide documentation of all requisite approval(s) to SWBT-TX prior to use of ALPHEUS' E911 connection for actual emergency calls.

7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of ALPHEUS into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. ALPHEUS must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.

8. BASIS OF COMPENSATION

8.1 Rates for access to E911 Services are set forth in SWBT-TX's Appendix Pricing or applicable state Commission-approved tariff.

8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

9.1 SWBT-TX's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SWBT-TX shall not be liable to ALPHEUS, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SWBT-TX has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from ALPHEUS until service is restored.

9.2 ALPHEUS' liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event ALPHEUS provides E911 Service to SWBT-TX, ALPHEUS shall not be liable to SWBT-TX, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after ALPHEUS has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SWBT-TX until service is restored.

9.3 ALPHEUS agrees to release, indemnify, defend and hold harmless SWBT-TX from any and all Loss arising out of SWBT-TX's provision of E911 Service hereunder or out of ALPHEUS' End Users' use of the E911 Service, whether

suffered, made, instituted or asserted by ALPHEUS, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by ALPHEUS, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SWBT-TX.

9.4 ALPHEUS also agrees to release, indemnify, defend and hold harmless SWBT-TX from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SWBT-TX.

*10. INTENTIONALLY LEFT BLANK

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX HOSTING

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APPENDIX HOSTING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which the Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") will perform hosting responsibilities for Alpheus Communications, L.P. ("ALPHEUS") for data received from ALPHEUS for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to ALPHEUS via SWBT-TX's network or via the nationwide Centralized Message Distribution System (CMDS).

1.2 This Appendix sets forth the terms for the provision of 1) Message Distribution Services; and 2) Intercompany Revenue Settlement Services.

1.2.1 Hosting out of region is only available to ALPHEUS that is a Full Status Revenue Accounting Office (RAO) company.

1.13 The prices at which SWBT-TX agrees to provide ALPHEUS Hosting responsibilities are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

2.1 **"Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System"** – Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues originated by one BCC (or within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Telcordia Practice BR 981-200-110. The CATS Report cycle is the 26th of the current month through the 25th of the following month.

2.2 **"Centralized Message Distribution System" (CMDS)** – means the industry-wide data collection system located in Kansas City, Missouri which handles the daily exchange of toll message details between LECs that are Direct Participants of the systems.

2.3 **"Direct Participants" (DP) -** the 24 pre-divestiture Bell Operating Companies that interface directly with CMDS. Following is a list of the Direct Participants:

2.3.1 New England Telephone Company
2.3.2 New York Telephone Company
2.3.3 Bell Atlantic, NJ

2.3.4 Bell Atlantic, PA
2.3.5 Bell Atlantic, DE
2.3.6 Bell Atlantic, DC
2.3.7 Bell Atlantic MD
2.3.8 Bell Atlantic VA
2.3.9 Bell Atlantic WV
2.3.10 Southern Bell Telephone Company
2.3.11 South Central Bell Telephone Company
2.3.12 Ohio bell Telephone Company (Ameritech)
2.3.13 Michigan Bell Telephone Company (Ameritech)
2.3.14 Indiana Bell Telephone Company (Ameritech)
2.3.15 Illinois Bell Telephone Company (Ameritech)
2.3.16 Wisconsin Bell Telephone Company (Ameritech)
2.3.17 Northwestern Bell Telephone Company
2.3.18 Southwestern Bell Telephone company
2.3.19 Mountain Bell Telephone Company
2.3.20 Pacific Bell Telephone Company
2.3.21 Nevada Bell Telephone Company
2.3.22 Southern New England Telephone Company
2.3.23 Cincinnati Bell Telephone Company

2.4 **"Exchange Message Interface (EMI)**"- the format used for the exchange of telecommunications message information. EMI format is contained in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for exchange message records.

2.5 "**Full Status Revenue Accounting Office (RAO)**" - ALPHEUS that is provided a separate RAO code. Responsible for formatting EMI records, editing and packing of such detail records into files for distribution.

2.6 **"In Region Hosting"** - The transport of 1) LEC transported data that originates in the region and are delivered by ALPHEUS to SWBT-TX to be sent to another Local Exchange Carrier for billing; and 2) data received from a CMDS or another LEC to be delivered to ALPHEUS for billing to its End User located within the five state territory of SWBT-TX.

2.7 **"Intercompany Settlements**" (ICS) - a revenue exchange process for messages that originate (earning company) by one Direct Participant (or LEC within the territory of that Direct Participant) and billed to a customer of another Direct Participant (or LEC within the territory of the other Direct participant). ICS consists of third number billed and calling card revenues.

2.8 **"Local Exchange Carriers (LECs)** or "**Exchange Carriers (ECs**) **"** - facilities-based providers of local telecommunication services.

2.9 "**Message Distribution (Transmission)"** is a collection of data designated to be delivered to ALPHEUS. Message distribution includes collection of data from ALPHEUS designated to be delivered to other LECs.

2.10 "**Non-Full Status Revenue Accounting Office (RAO)**" - Contracting Company that has assigned responsibility to the Hosting Company for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

3. RESPONSIBILITIES OF THE PARTIES

3.1 All data forwarded from ALPHEUS must be in an industry standard format in accordance with the ATIS EMI document. ALPHEUS is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. ALPHEUS acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.

3.2 When ALPHEUS delivers messages to SWBT-TX which must be forwarded to another location for billing purposes, SWBT-TX will accept data from ALPHEUS, perform edits only to the extent required to ensure the records are consistent with CMDS specifications, and use its data in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

3.3 If ALPHEUS is a non - Full Status RAO Company, SWBT-TX will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau only to the extent necessary to split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

3.4 For billable message data and/or access usage data received by SWBT-TX for delivery to a ALPHEUS location, SWBT-TX will use its data in region network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing Contract Company location.

4. BASIS OF COMPENSATION

4.1 ALPHEUS agrees to pay SWBT-TX a per record charge for billable message records an/or access usage records that are received from ALPHEUS and destined for delivery to another location for billing, in accordance with the rates listed in Appendix Pricing.

4.1.1 As part of this per record charge, SWBT-TX will provide Confirmation and /or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS).

4.1.2 ALPHEUS also agrees to pay SWBT-TX applicable per record charges for billable message records an/or access usage records in those situations where SWBT-TX, performing a transfer service, provides this message data received from other Local Exchange Carriers or from CMDS on a magnetic tape or data file for delivery to ALPHEUS.

5. TERM OF AGREEMENT

5.1 Unless sooner terminated as herein provided, this Agreement will continue in force for the term specified in the General Terms and Conditions from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form from either party to the other.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX ITR
(Interconnection Trunking Requirements)

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APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS").

1.2 This Appendix provides descriptions of the trunking requirements between ALPHEUS and SWBT-TX. All references to incoming and outgoing trunk groups are from the perspective of ALPHEUS. The paragraphs below describe the required and optional trunk groups for local, IntraLATA toll, InterLATA "meet point", mass calling, E911, Operator Services and Directory Assistance traffic.

1.3 Local trunk groups may only be used to transport traffic between the parties End Users.

1.4 Transit traffic is originated by or terminated to ALPHEUS End User from or to other networks and not to SWBT-TX End Users.

2. DEFINITIONS

2.1 **"Network Interconnection Methods"** (NIM) designates facilities established between the Parties Networks.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 A one-way trunk group for ancillary services (e.g. OPS/DA, mass calling, 911) can be established between ALPHEUS Tandem or End Office switch and an SWBT-TX Tandem. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. ALPHEUS will have administrative control of one-way trunk groups from ALPHEUS to SWBT-TX (ALPHEUS originating).

3.2 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between an ALPHEUS switch and an SWBT-TX Tandem or End Office switch. This trunk group will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. Two-way trunking will be jointly provisioned and maintained. For administrative consistency ALPHEUS will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. SWBT-TX will use the Trunk Group Service Request (TGSR), as described in section 8.0 of this Appendix, to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

3.3 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group.

3.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The parties agree to the electronic exchange of data.

3.5 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The parties agree to negotiate a transition plan to migrate the embedded one-way trunks to two-way trunks via any Interconnection method as described in Appendix NIM. The Parties will coordinate any such migration, trunk group prioritization, and implementation schedule. SWBT-TX agrees to develop a cutover plan and project manage the cutovers with ALPHEUS participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 SWBT-TX deploys in its network Tandems that switch local only traffic (local Tandem SWBT-TX only), Tandems that switch IntraLATA and InterLATA traffic (Access Tandem) and Tandems that switch both local and IntraLATA/InterLATA traffic (local/Access Tandem). In addition SWBT-TX deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OPS/DA Tandem), and mass calling (choke Tandem). Traffic on Tandem trunks does not terminate at the Tandem but is switched to other trunks that terminate the traffic in End Offices and ultimately to End Users.

4.2 When Tandem trunks are deployed, ALPHEUS shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective SWBT-TX Tandems on the trunk groups defined below. SWBT-TX shall route appropriate traffic to ALPHEUS switches on the trunk groups defined below.

4.2.1 When transit traffic through the SWBT-TX Tandem from ALPHEUS to another Local Exchange Carrier, ALPHEUS or wireless carrier requires 24 or more trunks, ALPHEUS shall establish a direct End Office trunk group between itself and the other Local Exchange Carrier, ALPHEUS or wireless carrier ALPHEUS shall route Transit Traffic via SWBT-TX's Tandem switches, and not at or through any SWBT-TX End Offices. This

trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.

4.3 While the Parties agree that it is the responsibility of ALPHEUS to enter into arrangements with each third party carrier (ILECs or other CLECs) to deliver or receive transit traffic, SWBT-TX acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with third-party carrier to exchange transit traffic to ALPHEUS and (ii) the date transit traffic volumes exchanged by ALPHEUS and third-party carrier exceed the volumes specified in Section 4.2.1, SWBT-TX will provide ALPHEUS with transit service. ALPHEUS agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.

4.4 Direct End Office trunks terminate traffic from a ALPHEUS switch to an SWBT-TX End Office and are not switched at a Tandem location. The Parties shall establish a two-way direct End Office trunk group when End Office traffic requires twenty-four (24) or more trunks or when no local or local/Access Tandem is present in the local exchange area. Overflow from either end of the direct End Office trunk group will be alternate routed to the appropriate Tandem.

4.5 All traffic received by SWBT-TX on the direct End Office trunk group from ALPHEUS must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the SWBT-TX End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way.

4.6 Trunk Configuration

4.6.1 Trunk Configuration SWBT-TX

4.6.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

5. TRUNK GROUPS

5.1 The following trunk groups shall used to exchange various types of traffic between ALPHEUS and SWBT-TX.

5.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: SWBT-TX

5.2.1 A two-way local trunk group shall be established between ALPHEUS switch and each SWBT-TX local Tandem in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 Where traffic from ALPHEUS switch to SWBT-TX End Office is sufficient, 24 or more trunks, a local trunk group shall also be established to the SWBT-TX End Office as described in Sections 4.4 and 4.5.

5.2.3 A local trunk group shall be established from ALPHEUS switch to each SWBT-TX End Office in a local exchange area that has no local Tandem.

5.2.4 Each Party shall deliver to the other Party over the Local Trunk Group(s) only such traffic that originates and terminates in the local exchange area.

5.2.5 When SWBT-TX has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group in addition to a two-way local trunk group shall be established from ALPHEUS switch to the SWBT-TX Access Tandem(s).

5.2.6 When SWBT-TX has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group.

5.2.7 When SWBT-TX has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a combined local/IntraLATA trunk group to each SWBT-TX Tandem.

5.3 Direct End Office Trunking

5.3.1 The Parties shall establish direct End Office primary high usage LI trunk groups for the exchange of IntraLATA Toll and Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Sections 4.4 and 4.5.

5.4 InterLATA (Meet Point) Trunk Group:

5.4.1 InterLATA traffic shall be transported between ALPHEUS switch and the SWBT-TX Access or combined local/Access Tandem over a "meet point" trunk group separate from local and IntraLATA toll traffic. The InterLATA trunk group will be established for the transmission and routing of exchange access traffic between ALPHEUS' End Users and inter exchange carriers via a SWBT-TX Access Tandem.

5.4.2 InterLATA trunk groups shall be set up as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate "Meet Point" trunk group to complete originating calls to switched access customers that use MF FGD signaling protocol.

5.4.3 When SWBT-TX has more than one Access Tandem in a local exchange area or LATA, ALPHEUS shall establish an InterLATA trunk group to each SWBT-TX Access Tandem where ALPHEUS has homed its NXX code(s). If the Access Tandems are in two different states, ALPHEUS shall establish an InterLATA trunk group with one Access Tandem in each state.

5.4.4 ALPHEUS will home its NPA-NXXs to the Access Tandem that serves the geographic area for the V&H coordinate assigned to the NXX.

5.4.5 SWBT-TX: For each NXX code used by either Party, the Party that owns the NXX must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such NXX code. If either Party uses its NXX Code to provide foreign exchange service to its customers outside of the geographic area assigned to such code, that Party shall be solely responsible to transport traffic between its foreign exchange service customer and such code's geographic area.

5.4.6 SWBT-TX will not block switched access customer traffic delivered to any SWBT-TX Tandem for completion on ALPHEUS' network. The Parties understand and agree that InterLATA trunking arrangements are available and functional only to/from switched access customers who directly connect with any SWBT-TX Access Tandem that ALPHEUS switch subtends in each LATA. In no event will SWBT-TX be required to route such traffic through more than one Tandem for connection to/from switched access customers. SWBT-TX shall have no responsibility to ensure that any switched access customer will accept traffic that ALPHEUS directs to the switched access customer. SWBT-TX also agrees to furnish ALPHEUS, upon request, a list of those IXCs which also Interconnect with SWBT-TX's Access Tandem(s).

5.4.7 ALPHEUS shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For

terminating FGD, SWBT-TX will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by ALPHEUS wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 800/(8YY) Traffic: SWBT-TX

5.5.1 If ALPHEUS chooses SWBT-TX to handle 800/(8YY) database queries from its switches, all ALPHEUS originating 800/(8YY) traffic will be routed over the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and ALPHEUS 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the SWBT-TX Tandem switch.

5.5.2 All originating Toll Free Service (800/8YY) calls for which ALPHEUS requests that SWBT-TX perform the Service Switching Point ("SSP") function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 ALPHEUS may handle its own 800/8YY database queries from its switch. If so, ALPHEUS will determine the nature (local/intra-LATA/inter-LATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, ALPHEUS will route the post-query local or IntraLATA converted ten-digit local number to SWBT-TX over the local or intra-LATA trunk group. In such case, ALPHEUS is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, ALPHEUS will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to SWBT-TX's Access Tandem. Calls will be routed to SWBT-TX over the local/IntraLATA and inter-LATA trunk groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service (800/8YY) calls for which ALPHEUS performs the SSP function, if delivered to SWBT-TX, shall be delivered

using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by ALPHEUS using GR-317 format over the local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.

5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which ALPHEUS offers exchange service. ALPHEUS will have administrative control for the purpose of issuing ASRs on this one-way trunk group. This trunk group shall be set up as a one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. ALPHEUS shall provide a minimum of two (2) one-way outgoing channels on E911 trunks dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the SWBT-TX E911 switch.

5.6.2 ALPHEUS will cooperate with SWBT-TX to promptly test all 9-1-1 trunks and facilities between ALPHEUS network and the SWBT-TX 9-1-1 Tandem to assure proper functioning of 9-1-1 service. ALPHEUS will not turn-up live traffic until successful testing is completed by both Parties. Both Parties agree to test 9-1-1 trunks in a timely manner.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group:

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. ALPHEUS will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.2 This group shall be sized as follows:

Number of Access Lines Served	***Number of Mass Calling Trunks***
0 – 10,000	*2*
10,001 – 20,000	*3*

20,001 – 30,000	*4*
30,001 – 40,000	*5*
40,001 – 50,000	*6*
50,001 – 60,000	*7*
60,001 – 75,000	*8*
75,000 +	*9 maximum*

5.7.3 If ALPHEUS should acquire a HVCI/Mass Calling customer, i.e. a radio station, ALPHEUS shall notify SWBT-TX of the need to establish a one-way outgoing SS7 or MF trunk group from the SWBT-TX HVCI/Mass Calling Serving Office to ALPHEUS customer's serving office and SWBT-TX shall establish this trunk group.

5.7.4 If ALPHEUS finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, ALPHEUS may request a meeting to coordinate with SWBT-TX the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that ALPHEUS establishes a new choke NXX, ALPHEUS must notify SWBT-TX a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. SWBT-TX will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the SWBT-TX Public Response HVCI/Mass Calling Network Access Tandem to ALPHEUS' choke serving office.

5.7.5 Where SWBT-TX and ALPHEUS both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 If SWBT-TX agrees through a separate appendix or contract to provide Inward Assistance Operator Services for ALPHEUS, ALPHEUS will initiate an ASR for a one-way trunk group from its designated operator services switch to the SWBT-TX OPERATOR SERVICES Tandem utilizing MF signaling. SWBT-TX at it's option may initiate an ASR for a one-way MF signaling trunk groups from its OPERATOR SERVICES Tandem to ALPHEUS' designated operator services switch.

5.8.2 If SWBT-TX agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for ALPHEUS the following trunk groups are required:

5.8.2.1 Directory Assistance (DA):

5.8.2.1.1 ALPHEUS may contract for DA services only. A segregated trunk group for these services will be required to the appropriate SWBT-TX OPERATOR SERVICES Tandem in the LATA for the NPA ALPHEUS wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). ALPHEUS will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC):

5.8.2.2.1 ALPHEUS contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each SWBT-TX OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). ALPHEUS will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI):

5.8.2.3.1 When SWBT-TX's operator is under contract to verify the busy status of ALPHEUS End Users, SWBT-TX will utilize a segregated one-way with MF signaling trunk group from SWBT-TX's Operator Services Tandem to ALPHEUS switch. ALPHEUS will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-):

5.8.2.4.1 This service requires a one-way trunk group from ALPHEUS switch to SWBT-TX's OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a

different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. ALPHEUS will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling:

5.8.2.5.1 ALPHEUS will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONAIRE

5.8.2.6.1 If ALPHEUS chooses SWBT-TX to provide either OS and/or DA, then ALPHEUS agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. FORECASTING RESPONSIBILITIES:

6.1 ALPHEUS agrees to provide an initial forecast for establishing the initial Interconnection facilities. SWBT-TX shall review this forecast and if it has any additional information that will change the forecast shall provide this information to ALPHEUS. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the SWBT-TX General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA trunks, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

6.3 ALPHEUS shall be responsible for forecasting non-binding two-way trunk groups. SWBT-TX shall be responsible for forecasting and servicing the one way trunk groups terminating to ALPHEUS and ALPHEUS shall be responsible for forecasting and servicing the one way trunk groups terminating to SWBT-TX, unless otherwise specified in this Appendix. Both Parties agree that two-way trunking is the preferred method of interconnection. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

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

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

7. TRUNK DESIGN BLOCKING CRITERIA: SWBT-TX

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use

Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	2%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: SWBT-TX

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). ALPHEUS will have administrative control for the purpose of issuing ASR's on two-way trunk groups. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.

8.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 In A Blocking Situation:

8.3.1 In a blocking final situation, a TGSR will be issued by SWBT-TX when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR,

and upon review and in response to the TGSR received. ALPHEUS will note "Service Affecting" on the ASR.

8.4 Underutilization:

8.4.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need.. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.4.1.1 [1]If a trunk group is under 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 35 percent (35%) excess capacity. In all cases grade of service objectives shall be maintained.

8.4.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within ten (10) business days after receipt of the TGSR for SWBT-TX.

8.4.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.4.1.4 If SWBT-TX does not receive an ASR, or if ALPHEUS does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SWBT-TX will attempt to contact ALPHEUS to schedule a joint planning discussion. If ALPHEUS will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, SWBT-TX will issue an ASR to resize the Interconnection trunks and facilities.

8.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:

[1] Section 8.4.1.1 is available only in the State of Texas. The Parties agree that this language is a non-voluntary offering by SWBT-TX and is consistent with the Order of the Public Utility Commission of Texas in Docket 22441, JOINT PETITION OF LEVEL 3 FOR ARBITRATION OF INTERCONNECTION RATES, TERMS, CONDITIONS, AND RELATED ARRANGEMENTS WITH SOUTHWESTERN BELL TELEPHONE COMPANY. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.2.

8.5.1 within ten (10) business days after receipt of the TGSR, upon review of and in response to the TGSR received for SWBT-TX.

8.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SWBT-TX's Switched Access service.

8.6 Projects require the coordination and execution of multiple orders or related activities between and among SWBT-TX and ALPHEUS work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.6.1 Orders that comprise a project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.7 ALPHEUS will be responsible for engineering its network on its side of the Point of Interconnection (POI). SWBT-TX will be responsible for engineering its network on its side of the POI.

8.8 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on each of the SWBT-TX's intrastate Switched Access intervals. If ALPHEUS 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, ALPHEUS will provide with a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If ALPHEUS requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by ALPHEUS. Should ALPHEUS fail to cancel such an ASR, SWBT-TX shall treat that ASR as though it had been canceled.

8.9 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of ALPHEUS.

8.10 TRUNK SERVICING – SWBT-TX Exceptions:

8.10.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in 8.6. Incoming orders will be screened by SWBT trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in Held Status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

8.11 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in section 6.0 using Design Blocking Objectives stated in section 7.1.

9. TRUNK DATA EXCHANGE: SWBT-TX

9.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

10. NETWORK MANAGEMENT: SWBT-TX

10.1 Restrictive Controls

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

10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 ALPHEUS and SWBT-TX shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX INW

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APPENDIX INW
(Inward Assistance Operator Services)

1. INTRODUCTION

This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switch-based CLEC's or CLEC's leasing unbundled switched ports as provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS").

2. SERVICES

2.1 Where technically feasible and/or available, SWBT-TX Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.

2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.

2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

3.1 **"General Assistance**" - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.

3.2 **"Busy Line Verification"** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.

3.3 **"Busy Line Verification/ Interrupt" -** A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

3.4 "**Toll Center Code"** - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.

3.5 **"Operator Service Code"** - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

4. RESPONSIBILITIES OF THE PARTIES

4.1 It is the responsibility of ALPHEUS to order the necessary facilities to interconnect with SWBT-TX's Operator assistance switches in the various locations throughout SWBT-TX territory. It is the responsibility SWBT-TX to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.

4.2 ALPHEUS will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the SWBT-TX Operator assistance switch utilizing MF signaling.

4.3 ALPHEUS will furnish request for service in writing to SWBT-TX, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by SWBT-TX. ALPHEUS or its designated operator services providers shall submit Access Service Requests (ASRs) to SWBT-TX to establish any new interconnection trunking arrangements.

4.4 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for ALPHEUS or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

5. TOLL CENTER CODES

5.1 Toll Center Codes will be used by ALPHEUS Operators for routing and connecting to the SWBT-TX Operator assistance switches. These codes are specific to the various SWBT-TX LATA's where SWBT-TX Operator assistance switches are located.

5.2 SWBT-TX Operator Services will require a Toll Center Code for ALPHEUS Operator Services assistance switch. This code will be the routing code used for connecting the SWBT-TX Operator to ALPHEUS Operator on an Inward basis.

5.3 If ALPHEUS requires establishment of a new Toll Center Code, ALPHEUS shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

6.1 SWBT-TX - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Appendix Pricing (Operator work seconds).

7. MONTHLY BILLING

7.1 SWBT-TX will render monthly billing statements to ALPHEUS, and remittance in full will be due within thirty (30) days of receipt.

8. LIABILITY

8.1 ALPHEUS agrees to defend and hold harmless SWBT-TX from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. ALPHEUS shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both SWBT-TX and carrier**.**

8.2 ALPHEUS also agrees to release, defend and hold harmless SWBT-TX from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT-TX employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

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

9.2 If the ALPHEUS terminates this Appendix prior to the expiration of the term of this Appendix, ALPHEUS shall pay SWBT-TX, within thirty (30) days of the issuance of any bills by SWBT-TX, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT-TX pursuant to this Appendix prior to its termination.

9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

10.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX INW

EXHIBIT I

SERVING AREA

OPERATOR SERVICES PROVIDER LOCATION:

ALPHEUS SWITCH SERVING LOCATIONS:

CITY	NPA-NXX	LATA

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX LIDB – AS

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APPENDIX LIDB-AS

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for storage and administration of data in the Line Information Data Base (LIDB) provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS").

2. DEFINITIONS

2.1 **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB, the database is the line number and related line information.

2.2 **"Account Owner"** means a telecommunications company, including SWBT-TX that provides an End User's local service and such company stores and/or administers the End User's associated Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.

2.3 **"Personal Identification Number"** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.4 **"Query"** means a message that represents a request to a Database for information.

2.5 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an SWBT-TX STP to the SCP where LIDB resides and back.

2.6 **"Validation Information"** means an Account Owner's records of all of its Calling Card Service and Toll Billing Exception Service.

3. GENERAL DESCRIPTION

3.1 SWBT-TX's LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide SWBT-TX with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. SWBT-TX's LIDB is also connected directly to an adjunct fraud monitoring system.

3.2 From time-to-time, SWBT-TX enhances its LIDB to create new services and/or LIDB capabilities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. Both Parties understand and agree

that some LIDB enhancements will require ALPHEUS to update its Line Records with new or different information.

4. SERVICE DESCRIPTION

4.1 Unbundled electronic access to the LIDB SMS provides ALPHEUS with the capability to access, create, modify or update ALPHEUS' Line Record Information in LIDB when such records are associated with ALPHEUS' subscriber accounts that are provided only on ALPHEUS' own end office switch.

4.2 ALPHEUS cannot use any of the unbundled, electronic interfaces SWBT-TX provides under this Appendix to access any Line Records ALPHEUS might have in SWBT-TX's LIDB that are administered by a company other than ALPHEUS. This includes, but is not limited to, SWBT-TX retail accounts, ALPHEUS accounts administered by SWBT-TX based on Local Service Requests, and resold accounts.

4.3 Electronic Interfaces - Where available, SWBT-TX has two unbundled electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

4.3.1 Service Order Entry Interface

4.3.1.1 The Service Order Entry Interface provides switch-based CLECs with unbundled access to SWBT-TX's LIDB administrative systems that is equivalent to SWBT-TX's own service order entry process. Service Order Entry Interface allows ALPHEUS to electronically transmit properly formatted records from ALPHEUS' service order process or other data source into the LIDB administrative system. SWBT-TX also provides the Service Order Entry Interface to requesting CLECs that use SWBT-TX's UNE local switch ports.

4.3.1.2 ALPHEUS will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide SWBT-TX with a security gateway for ALPHEUS' access to the Service Order Entry Interface. The RAF will verify the validity of ALPHEUS' transmissions and limit ALPHEUS' access to SWBT-TX's Service Order Entry Interface. ALPHEUS does not gain access to any interface, database, operations support system, or other SMS.

4.3.1.3 SWBT-TX will provide ALPHEUS with the file transfer protocol specifications ALPHEUS will use to administer ALPHEUS' data over the Service Order Entry Interface. ALPHEUS acknowledges that transmission in such specified

protocol is necessary for SWBT-TX to provide ALPHEUS with Data Base Administration and Storage.

4.3.1.4 ALPHEUS can choose the Service Order Entry Interface as its only unbundled electronic interface to a SWBT-TX LIDB administrative system or ALPHEUS can choose to use this interface in conjunction with the Interactive Interface that SWBT-TX provides under this Appendix. ALPHEUS understands that if it chooses to use only the Service Order Entry Interface, ALPHEUS will not have access to any data administration capabilities available solely to the Interactive Interface that ALPHEUS has chosen not to use.

4.3.1.5 ALPHEUS understands and agrees that its access to SWBT-TX's LIDB administrative system through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to SWBT-TX for administration.

4.3.2 Interactive Interface

4.3.2.1 The Interactive Interface provides ALPHEUS with unbundled access to SWBT-TX's LIDB administrative systems that is equivalent to SWBT-TX's access at its LIDB DBAC. Interactive Interface provides ALPHEUS with the ability to have its own personnel access ALPHEUS' records via an application screen that is presented on a computer monitor. Once ALPHEUS has accessed one of its Line Records, ALPHEUS can perform all of the data administration tasks SWBT-TX's LIDB DBAC personnel can perform on SWBT-TX's own Line Records.

4.3.2.2 ALPHEUS' access to the LIDB administrative system through the Interactive Interface will be limited to ALPHEUS' subscribers' Line Records that are not assigned to SWBT-TX for administration.

4.3.2.3 ALPHEUS' access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for ALPHEUS' access to the Interactive Interface. The RAF will verify the validity of ALPHEUS' transmissions and limit ALPHEUS' access to the Interactive Interface and the LIDB administrative system. ALPHEUS does not gain access to any interface, database, operations support system, or other SMS through this Appendix.

4.3.2.4 ALPHEUS will use hardware and software that is compatible with the LIDB administrative system ALPHEUS will access through the Interactive Interface.

4.3.2.5 ALPHEUS can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB administrative system or ALPHEUS can choose to use this interface in conjunction with the Service Order Entry Interface that SWBT-TX provides under this Appendix. ALPHEUS understands and agrees that if it chooses to use only the Interactive Interface, ALPHEUS will not have access to any data administration capabilities available solely to the Service Order Entry Interface that ALPHEUS has chosen not to use.

4.4 Tape Load Facility Interface

4.4.1 Where available, Tape Load Facility Interface provides ALPHEUS with unbundled access to SWBT-TX's Tape Load facilities used to load data into LIDB and/or the LIDB administrative system.

4.4.2 Tape Load Facility Interface allows ALPHEUS to create and submit magnetic tapes for input into a LIDB administrative system and/or LIDB.

4.4.3 Tape Load Facility Interface is available only for special occurrences, such as ALPHEUS' initial load of data, updating ALPHEUS' entire data store for a new LIDB capability, and when ALPHEUS' updates exceed one hundred thousand (100,000) Line Records over and above ALPHEUS' normal daily update processing.

4.4.4 ALPHEUS can choose one of two options for using the Tape Load Facility Interface. These options are the Single Tape Option and the Multiple Tape Option.

4.4.5 Single Tape Option

4.4.5.1 ALPHEUS will create and deliver one set of tape(s) to SWBT-TX's Line Validation Administration System (LVAS) System Administrator. Upon receipt of the tapes, SWBT-TX will load ALPHEUS' updates into LVAS. ALPHEUS will limit each tape to 500,000 (five hundred thousand) Line Records or less. SWBT-TX will use these tapes to update or create ALPHEUS' records in LVAS. SWBT-TX will then pass these updates into LIDB over the LVAS-to-LIDB interface at a rate of 200,000 (two hundred thousand) updates per business day where possible.

4.4.5.2 SWBT-TX will provide ALPHEUS with record format and hardware requirements for such tapes and ALPHEUS will comply

with such documentation in creating its tapes. SWBT-TX will also provide ALPHEUS with the name and address of SWBT-TX's LVAS System Administrator to whom ALPHEUS will deliver the tapes.

4.4.6 Multiple Tape Option

4.4.6.1 The multiple tape option allows ALPHEUS to bypass the update limitations of the LVAS-to-LIDB interface in the single tape option. It requires ALPHEUS to create one set of tapes using LIDB format and another set of tapes using LVAS format. Upon receipt of the tapes, SWBT-TX will load ALPHEUS' updates directly into LIDB and LVAS. ALPHEUS will provide SWBT-TX with a separate set of tapes for each LIDB node and another set of tapes for LVAS. Each tape will conform to the hardware requirements of the location where the tape load will occur. SWBT-TX will provide ALPHEUS with record format and hardware requirements for the tape load as well as the name and address where ALPHEUS will deliver each set of tapes.

4.4.6.2 SWBT-TX and ALPHEUS will negotiate mutually agreed upon dates and times for tape loads of ALPHEUS' data.

4.4.6.3 ALPHEUS will use the Tape Load Facility Interface only for ALPHEUS' subscribers' Line Records. ALPHEUS will not use the Tape Load Facility Interface to modify any Group Record nor will ALPHEUS use the Tape Load Facility to modify any Line Record belonging to another Account Owner.

4.5 LIDB Editor Interface

4.5.1 LIDB Editor Interface provides ALPHEUS with unbundled access to SWBT-TX's LIDB Editor that is equivalent to SWBT-TX's manner of access. LIDB Editor provides ALPHEUS with emergency access to LIDB when a LIDB administrative system is unable to access LIDB or is otherwise inoperable. SWBT-TX will also provide ALPHEUS with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow ALPHEUS to communicate with a LIDB administrative system.

4.5.2 LIDB Editor Interface is not an interface to a LIDB administrative system. LIDB Editor is an SCP tool accessible only by authorized SWBT-TX employees. ALPHEUS will have access to such SWBT-TX employees only for the same purposes that SWBT-TX has access to LIDB Editor.

4.5.3 SWBT-TX limits the use of LIDB Editor Interface to emergency updates of Validation Information. Emergency updates involve Line Record updates to deny ABS requests due to fraud.

4.5.4 ALPHEUS understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.

4.5.5 When ALPHEUS uses the LIDB Editor Interface, ALPHEUS agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to SWBT-TX at the time ALPHEUS makes its update request. ALPHEUS and SWBT-TX will use such documentation to resolve any update disputes regarding ALPHEUS' use of the LIDB Editor Interface.

4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between administrative system data and LIDB data. ALPHEUS agrees that it will confirm all LIDB Editor Interface updates over its electronic unbundled interface or by issuing a Local Service Request (whichever method ALPHEUS uses for its ongoing Line Record administration) once administrative system update capability is restored. ALPHEUS understands that if it does not confirm such updates such changes might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

4.6.1.1 This audit is between the LIDB administrative system and LIDB. This audit verifies that the LIDB administrative system records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the administrative system and LIDB, regardless of account ownership.

4.6.1.2 SWBT-TX will run the LIDB audit on a daily basis.

4.6.1.3 The Parties will investigate accounts they administer when such accounts fail the LIDB audit. The Parties will correct any discrepancies within fourteen (14) days after the discrepancy is identified. The Parties will use their interfaces to the LIDB administrative system to correct such discrepancies.

4.6.2 Source Audit

4.6.2.1 This audit verifies that an Account Owner's Line Records in the LIDB administrative system match the source of the Account Owner's Line Records.

4.6.2.2 The source of Account Owners' Line Records that SWBT-TX administers through a service order process will be the SWBT-TX's billing system that maintains the LIDB data for such Account Owners.

4.6.2.3 SWBT-TX will provide ALPHEUS with a file containing all of ALPHEUS' Line Records in LIDB that ALPHEUS administers through unbundled electronic interface(s). SWBT-TX will deliver such file(s) to ALPHEUS electronically over the Service Order Entry Interface.

4.6.2.4 ALPHEUS will use the file SWBT-TX provides in Section 4.6.2.3 to audit ALPHEUS' LIDB accounts against ALPHEUS' data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. ALPHEUS will correct all discrepancies using the unbundled electronic interface(s) ALPHEUS has requested under this Appendix.

4.6.2.5 SWBT-TX will provide ALPHEUS with scheduled and unscheduled Source Audits as set forth following: (i) SWBT-TX will provide ALPHEUS with a source audit file once per year. Such audit files will represent ALPHEUS' entire data store of Line Records to which ALPHEUS has administrative access. The Parties will mutually agree upon the dates such audit files will be provided; (ii) ALPHEUS can request additional source audit files and SWBT-TX will work cooperatively to accommodate all reasonable ALPHEUS requests for such additional source audit files.

4.7 LSR Process

4.7.1 The LSR Process allows SWBT-TX to create and administer ALPHEUS' data on ALPHEUS' behalf through a bundled service order flow. The LSR Process is only available to ALPHEUS when ALPHEUS is providing service to End Users using ALPHEUS' UNE local switch ports.

4.7.2 The LSR Process is not an interface to the LIDB administrative system. ALPHEUS can obtain access to SWBT-TX's LIDB administrative system

LVAS only through the electronic unbundled interfaces SWBT-TX offers in Section 4.3 of this Appendix.

4.7.3 ALPHEUS will not have direct access to any of its records that SWBT-TX administers through the LSR Process.

4.7.4 ALPHEUS will provide complete information in its LSR to SWBT-TX so that SWBT-TX can populate ALPHEUS' line record completely and accurately. If ALPHEUS' LSR does not contain information needed to populate a data element in LIDB, SWBT-TX will populate such data element with SWBT-TX-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit said data element. Use of default information does not relieve ALPHEUS of its responsibility for providing SWBT-TX complete and accurate information in LIDB. In the event SWBT-TX populates ALPHEUS' Line Records with default information under this paragraph, SWBT-TX will not be responsible for any claim or damage resulting from the use of such default information, except in the event of SWBT-TX's gross negligence or willful misconduct.

4.7.5 The following applies only to SWBT-TX.

4.7.5.1 SWBT-TX will transfer LIDB Line Records between local service providers (including SWBT-TX) based on conversion activity either "as is" or "with changes".

4.7.5.2 ALPHEUS will identify through a registration form that SWBT-TX will provide to ALPHEUS, how ALPHEUS' Line Records will be created, transferred, or administered.

4.7.5.3 New Connect Activity. If ALPHEUS has operational unbundled electronic interfaces, ALPHEUS can identify whether SWBT-TX will create LIDB Line Records based on an LSR for new connect activity or ALPHEUS will create such Line Records.

4.7.5.4 Conversion Activity. ALPHEUS will identify whether SWBT-TX will convert LIDB Line Records from a previous local service provider (including SWBT-TX) to ALPHEUS with changes to end user information or without changes to end user information. If ALPHEUS has operational, unbundled electronic interfaces and ALPHEUS so desires, ALPHEUS can choose to have SWBT-TX delete LIDB Line Records rather than transfer such records to ALPHEUS from the previous local service provider (including SWBT-TX).

4.7.5.5 Ongoing Administration. ALPHEUS will identify whether ongoing administration of its Line Records will be done by ALPHEUS directly through its unbundled electronic interface or whether ongoing administration will be done by SWBT-TX based on an LSR submitted by ALPHEUS.

4.8 Fraud Monitoring

4.8.1 SWBT-TX's fraud monitoring system(s) provides ALPHEUS with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. SWBT-TX will provide ALPHEUS with an alert as set forth in the General Terms and Conditions of this Agreement.

5. MANNER OF PROVISIONING

5.1 SWBT-TX will provide to ALPHEUS, on request, SWBT-TX-specific documentation regarding record formatting and associated hardware requirements of the interfaces SWBT-TX provides for LIDB data administration when ALPHEUS chooses to use such interfaces.

5.2 ALPHEUS will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.

5.3 SWBT-TX will input information provided by ALPHEUS into LIDB for the NPA-NXXs and/or NXX-0/1XXs that ALPHEUS will store in SWBT-TX's LIDB. ALPHEUS shall provide all information needed by SWBT-TX to fully and accurately populate a LIDB Line Record. This information may include, but is not limited to, Calling Card Service information, Toll Bill Exception information (such as restrictions on collect and third number billing), class of service information, Originating Line Number Screening information, ZIP code information, and Calling Name Information, depending on the LIDB.

5.4 ALPHEUS will furnish, prior to the initial load of ALPHEUS' data, and as requested by SWBT-TX thereafter, the following forecast data:

5.4.1 the number of working lines per account group

5.4.2 the number of working line numbers to be established

5.4.3 the average number of monthly changes to these records

5.4.4 the number of busy hour queries, by query type

5.4.5 the number of annual queries by query type.

5.5 If SWBT-TX, in its reasonable discretion, determines that it lacks adequate storage, or processing capability, prior to the initial loading of ALPHEUS information, SWBT-TX will notify ALPHEUS of its intent to not provide to ALPHEUS the Services under this Appendix and this Appendix will be void.

5.6 ALPHEUS may submit updated or changed forecasts due to unforeseen events at any time and SWBT-TX encourages ALPHEUS to submit such forecasts as soon as practical. SWBT-TX may request revised forecasts, but no more frequently than every six (6) months and then only if SWBT-TX has reason to believe there may be significant error in ALPHEUS' latest forecast.

5.7 ALPHEUS will furnish all Line Records and Group Records in a format required by SWBT-TX to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).

5.8 ALPHEUS is solely responsible for all Line Records for which SWBT is the Account Owner. This includes all data, data administration, Line Records that ALPHEUS creates, Line Records that SWBT-TX creates on ALPHEUS' behalf, or Line Records that are transferred to ALPHEUS as a result of ALPHEUS becoming the provider of local service to the End User(s) associated with such Line Records.

5.9 The unbundled electronic interfaces offered in this Appendix are the sole means through which ALPHEUS can directly administer its Line Records in SWBT-TX's LIDB.

5.10 If ALPHEUS resells the services associated with its Line Records to a third party, and those Line Records remain in an SWBT-TX's LIDB, ALPHEUS will administer those records through the unbundled electronic interfaces SWBT-TX offers in 3.3.1.1 through 3.3.1.2.5 of this Appendix, so that companies that query the SWBT-TX's LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.

5.11 ALPHEUS will administer its data in SWBT-TX's LIDB in such a manner that SWBT-TX's accuracy of response information and consistency of available data is not adversely impacted.

5.12 ALPHEUS will use either the LSR Process or unbundled electronic interfaces for all accounts that use the same NECA, Inc. company code.

5.13 If ALPHEUS has operational unbundled electronic interfaces and ALPHEUS has chosen to create its own records in LIDB, ALPHEUS will create its records within twenty-four (24) hours of SWBT-TX's deletion of any previous Line Record or, if there is no previous Line Record, within twenty-four (24) hours of providing the end-user with dial tone.

5.14 If ALPHEUS administers its Line Records directly through unbundled electronic interfaces and ALPHEUS does not provide service using an SWBT-TX's UNE local switching port, ALPHEUS will delete its LIDB Line Records associated with an end-user disconnecting telecommunications service. ALPHEUS will delete such Line Records within twenty-four (24) hours of disconnection.

5.15 ALPHEUS will also delete Line Records from SWBT-TX's LIDB when ALPHEUS migrates Line Record from an SWBT-TX's LIDB to another LIDB or LIDB-like Database unless ALPHEUS otherwise arrange with SWBT-TX to delete such records on ALPHEUS's behalf.

5.16 If ALPHEUS begins providing local services before ALPHEUS completes and returns to SWBT-TX its LSR Process registration form, SWBT-TX will treat ALPHEUS's LSRs as if ALPHEUS had elected to administer all activity on its Line Records directly through an unbundled electronic interface.

5.17 SWBT-TX will provide the capability needed to perform query/response functions on a call-by-call basis for ALPHEUS's Line Records residing in an SWBT-TX LIDB.

5.18 With respect to all matters covered by this Appendix, each Party shall adopt and comply with SWBT-TX's standard operating methods and procedures and shall observe the rules and regulations that cover the administration of the LIDB administrative system and the Sleuth System, as set forth in SWBT-TX practices. The Parties acknowledge that SWBT-TX may change those practices from time to time with notice to ALPHEUS through SWBT-TX standard notification process.

5.19 Administration of the SCP on which LIDB resides, as well as any system or Query processing logic that applies to all data resident on an SWBT-TX's LIDB is the responsibility of SWBT-TX. ALPHEUS acknowledges and agrees that SWBT-TX, in its role as system administrator, may need to access any record in LIDB, including any such records administered by ALPHEUS over unbundled electronic interfaces. SWBT-TX will limit such access to those actions necessary to ensure the successful operation and administration of SWBT-TX's SCP and LIDB.)

5.20 If ALPHEUS creates its Line Records directly through unbundled electronic interfaces, ALPHEUS will not have to provide on its LSR its end-user marketing and/or service information for LIDB on new connect and conversion activity LSRs. ALPHEUS will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if ALPHEUS will perform ongoing administration of its Line Records directly through unbundled electronic interfaces.

5.21 SWBT-TX will, at its sole discretion, allow or negotiate any access to an SWBT-TX's LIDB. ALPHEUS does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an SWBT-TX's LIDB. ALPHEUS acknowledges that when SWBT-TX allows an entity to access SWBT-TX's LIDB, such query originators will also have access to ALPHEUS's data that is also stored in such SWBT-TX's LIDB.

5.21.1 SWBT-TX will identify Line Records it transfers to ALPHEUS's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. ALPHEUS must confirm that it provides the same services to the end-user as did the previous local service provider by changing the record status indicator back to a value of stable. If ALPHEUS does not make its confirmation within seven (7) days, of the transfer, SWBT-TX will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, SWBT-TX will consider the Line Record abandoned by ALPHEUS and delete such Line Record on the twenty-first (21) day after the record's creation. For purposes of calculating the seventh and twenty-first day, SWBT-TX will count the day of the record's creation as zero (0). SWBT-TX's ability to delete such Line Records does not relieve ALPHEUS of its responsibility to administer its records accurately and in a timely manner.

5.21.2 If ALPHEUS elects to have SWBT-TX transfer ownership of LIDB Line Records to ALPHEUS as a result of routine LSR activity, and ALPHEUS elects to have such records transferred without changes to end-user data, SWBT-TX will transfer all pre-existing end-user information, including calling card information, to ALPHEUS's ownership. However, such transfers will result in changes to record ownership information such as Account Owner and Revenue Accounting Office (RAO) data as such information is entered by ALPHEUS on its LSR, or default information created from a lack of ALPHEUS's entry of data.

5.21.3 If ALPHEUS elects to have SWBT-TX transfer ownership of LIDB Line Records to ALPHEUS as a result of routine LSR activity and ALPHEUS elects to have such records transferred with changes to end-user data, SWBT-TX will change every data element in the LIDB Line Record as part of the transfer of ownership. However, SWBT-TX will not mark such records as transitional. SWBT-TX will change all LIDB Line Record data elements on such changes based on ALPHEUS's LSR that initiated the Line Record's transfer of ownership. If ALPHEUS did not populate all LIDB data elements on its LSR, SWBT-TX will create default values for the data elements or derive the values for the data elements based on other LSR entries.

6. BILLING

6.1 If SWBT-TX provides ALPHEUS with compensation for data access as set forth in Section 7, SWBT-TX will provide such data, as is reasonably necessary, to enable ALPHEUS to substantiate Query volumes of ALPHEUS Line Records residing in SWBT-TX's LIDB.

6.2 When SWBT-TX or a third party queries ALPHEUS's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, ALPHEUS will provide for billing as set forth in either Section 6.2.1 or 6.2.2 of this Appendix.

6.2.1 ALPHEUS will bill the appropriate charges to its End Users, on behalf of SWBT-TX or a third party.

6.2.2 ALPHEUS will provide to SWBT-TX or the third party all necessary billing information needed by SWBT-TX or the third party to bill the End User directly.

6.3 ALPHEUS understands that if ALPHEUS chooses the option set forth in Section 6.2.2 of this Appendix, other providers, including SWBT-TX, may choose to deny services to ALPHEUS's subscribers.

7. COMPENSATION OPTION

7.1 ALPHEUS may elect to receive compensation from SWBT-TX for access to ALPHEUS's data in SWBT-TX's LIDB only as set forth in this Section, Section 7, of this Appendix. SWBT-TX offers the terms of Section 7 as a package and such terms are contingent upon ALPHEUS's acceptance of market prices for Query access set forth in Sections 7.2.1 through 7.2.4, as applicable. SWBT-TX will not provide compensation to ALPHEUS for access of ALPHEUS's data in SWBT-TX's LIDB other than via this Compensation Option.

7.2 Until SWBT-TX has the technical ability to identify record ownership of all Line Records in LIDB, and until SWBT-TX has developed billing processes to provide compensation for access to ALPHEUS's data, SWBT-TX and ALPHEUS will mutually agree upon a method of compensation or true-up procedure. The Compensation Option prices for various Queries are set forth below, as applicable:

7.2.1	Validation Query	$.026 per Query
7.2.2	CNAM Query	$.0036 per Query
7.2.3	OLNS Query	$.0055 per Query
7.2.4	Query Transport	$.0044 per Query

7.3 Based upon the prices set forth in Section 7.2.1 through 7.2.4 above, SWBT-TX will credit ALPHEUS for each query against ALPHEUS's non-resold Line Records in SWBT-TX's LIDB as set forth in Section 7.3.1 through 7.3.3:

7.3.1	Validation	$.01216 per Query
7.3.2	CNAM	$.0032 per Query
7.3.3	OLNS	$.00396 per Query

7.4 SWBT-TX will waive nonrecurring charges for the initial establishment of LIDB Services (e.g., Validation Query, CNAM Query, and OLNS Query) for ALPHEUS. Subsequent requests for service will incur nonrecurring charges for the activity requested.

8. CONFIDENTIALITY

8.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions of this Agreement.

9. LIABILITY

9.1 In addition to any other limitations of liability set forth in this Agreement, SWBT-TX will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of a LIDB administrative system, including any and all associated equipment and data processing systems, except such losses or damages caused by the willful misconduct or gross negligence of SWBT-TX. Any such losses or damages for which SWBT-TX is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges made for a LIDB administrative system during the period beginning at the time SWBT-TX receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

9.2 In addition to any other limitations of liability set forth in this Agreement, SWBT-TX will not be liable for any losses or damages arising out of SWBT-TX's administration of Sleuth or Automatic Fraud Monitoring systems.

9.3 In addition to any other indemnity obligations set forth in this Agreement, ALPHEUS agrees to release, indemnify, defend, and hold harmless SWBT-TX from any and all claims, demands, or suits brought by a third party against SWBT-TX, directly or indirectly, arising out of SWBT-TX's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SWBT-TX is found liable as a result of its sole negligence.

9.4 In addition to any other indemnity obligations set forth in this Agreement, ALPHEUS further agrees to release, indemnify, defend, and hold harmless SWBT-TX from any and all claims, demands, or suits brought by a third party against SWBT-TX, directly or indirectly arising out of SWBT-TX's administration of SWBT-TX's fraud monitoring systems, including claims of invasion of privacy, defamation, slander, libel, or false prosecution. This provision shall not apply to any losses, damages, or other liability for which SWBT-TX is found liable as a result of its gross negligence or willful misconduct.

9.5 In addition to any other indemnity obligations set forth in this Agreement, ALPHEUS further agrees to release, indemnify, defend, and hold harmless SWBT-TX from any and all claims, demands, or suits brought by a third party against SWBT-TX, directly or indirectly, arising out of ALPHEUS's administration of its data or failure to administer its data under this Appendix.

9.6 In addition to any other indemnity obligations set forth in this Agreement, ALPHEUS further agrees to release, indemnify, defend and hold harmless SWBT-TX from any and all claims, demands, or suits brought by a third party against SWBT-TX, directly or indirectly, arising out of ALPHEUS's refusal to provide billing as set forth in Section 6.2.1 of this Appendix.

10. DISCLAIMER OF WARRANTIES

10.1 SWBT-TX MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO LIDB, LIDB ADMINISTRATIVE SYSTEM, THE SLEUTH SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, SWBT-TX ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY ALPHEUS WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX LIDB AND CNAM SERVICE

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APPENDIX LIDB AND CNAM SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Line Information Data Base (LIDB) Service and/or Calling Name Database Service provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS")

2. DEFINITIONS

2.1 **"Database (or Data Base)"** means an integrated collection of related data. In the case of LIDB and the CNAM Database, the database is the line number and related line information.

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

2.3 **"Personal Identification Number"** (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB and/or the LIDB administrative system can store a PIN for those line numbers that have an associated calling card.

2.4 **"Query"** means a message that represents a request to a Database for information.

2.5 **"Query Rate"** means a per-query usage rate that applies to each Query received at an SWBT-TX Database.

2.6 **"Query Transport Rate"** means a per-query usage rate that applies to certain Queries transported from an SWBT-TX STP to the SCP where LIDB and/or the CNAM Database resides and back.

2.7 **"Response"** means a message that, when appropriately interpreted, represents an answer to a Query.

3. DESCRIPTION OF SERVICE

3.1 LIDB Service and/or CNAM Query provides ALPHEUS with certain line information that ALPHEUS may use to facilitate completion of calls or services. SWBT-TX provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariff:

3.1.1 Tariff FCC No. 73 (applicable only to SWBT-TX)

3.2 SWBT-TX will provide ALPHEUS with access to SWBT-TX's CNAM Database for CNAM Query. CNAM Query allows ALPHEUS to retrieve the name associated with a calling number for use in ALPHEUS' Calling Name Delivery Service (CNDS).

3.3 All ALPHEUS CNAM Queries to SWBT-TX's CNAM Database shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. ALPHEUS acknowledges that such subsystem number and translation type values are necessary for SWBT-TX to properly process Queries to its CNAM Database.

3.4 ALPHEUS acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SWBT-TX's CCS/SS7 network. ALPHEUS further agrees that SWBT-TX, at its sole discretion, shall employ certain automatic and/or manual overload controls within SWBT-TX's CCS/SS7 network to guard against these detrimental effects. SWBT-TX will report to ALPHEUS any instances where overload controls are invoked due to ALPHEUS' CCS/SS7 network and ALPHEUS agrees in such cases to take immediate corrective actions to the best of its ability as are necessary to cure the conditions causing the overload situation.

3.5 Prior to SWBT-TX initiating service under this Appendix, ALPHEUS shall provide an initial non-binding forecast of busy hour Query volumes by LIDB Service Application, including CNAM Query. If, prior to the establishment of a mutually agreeable service effective date in writing, SWBT-TX, in its reasonable discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to ALPHEUS, SWBT-TX shall notify ALPHEUS of SWBT-TX's intent not to provide the services under this Appendix. Such termination will be without penalty to SWBT-TX.

3.6 ALPHEUS will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. ALPHEUS shall provide such updates each year that this Appendix is in effect; provided, the obligation to provide updates shall not extend for longer than the first three (3) years this Appendix is in effect, if it is in effect that long or longer.

3.7 ALPHEUS understands that access to SWBT-TX's LIDB and/or CNAM Database may not provide ALPHEUS with access to all of the data of all Account Owners in SWBT-TX's LIDB and/or CNAM Database. When a region in SWBT-TX implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict ALPHEUS from accessing their data. ALPHEUS understands that SWBT-TX will comply with Account Owners' requests to so limit or restrict their data. Should ALPHEUS desire access to any restricted Account Owner's LIDB Information, ALPHEUS understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between ALPHEUS and said Account Owner.

3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in SWBT-TX's LIDB and/or CNAM Database; accordingly SWBT-TX is not responsible for the accuracy or completeness of those Line Records. ALPHEUS will resolve any disputes regarding data accuracy with the appropriate Account Owner.

3.9 SWBT-TX provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for ALPHEUS' activities on behalf of ALPHEUS' local service customers where SWBT-TX is the incumbent local exchange carrier. ALPHEUS agrees that any use of SWBT-TX's LIDB, for the provision of LIDB Service Applications and/or CNAM Query by ALPHEUS outside of the area where SWBT-TX is the incumbent local exchange carrier, will not be pursuant to the terms, conditions, rates, and charges of this Appendix or Agreement.

4. PRICE AND PAYMENT

4.1 ALPHEUS will pay SWBT-TX a per-Query rate for each Query initiated into SWBT-TX's LIDB and/or CNAM Database. ALPHEUS will also pay SWBT-TX a per-Query Transport Rate for each Validation and OLNS Query initiated into SWBT-TX's LIDB and for each CNAM Query initiated into SWBT-TX's LIDB. These rates are set forth in Appendix Pricing.

4.2 ALPHEUS will pay a Service Establishment Nonrecurring Charge for each point code ALPHEUS requests to activate, change, rearrange, or modify for its LIDB Service and/or CNAM Query and is set forth in Appendix Pricing. This nonrecurring charge applies per point code.

4.3 ALPHEUS will also pay a Service Order Nonrecurring Charge for each request for service order activity to establish, change, rearrange, or modify LIDB Service, LIDB Service Application, and/or CNAM Query in SWBT-TX. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.

4.4 ALPHEUS will make payment to SWBT-TX for LIDB Service and/or CNAM Query based upon the rates set forth in Appendix Pricing. All tariffed rates

associated with LIDB Services and/or CNAM Query provided hereunder are subject to change effective with any revisions of such tariffs.

4.5 SWBT-TX will record usage information for ALPHEUS' LIDB Service Queries and/or CNAM Queries terminating to SWBT-TX's LIDB. SWBT-TX will use its SCPs as the source of usage data.

4.6 If there is a dispute associated with a monthly bill, the disputing Party will endeavor to notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party as set forth in Section 8 of the General Terms and Conditions of this Agreement.

4.7 ALPHEUS will notify SWBT-TX when ALPHEUS discontinues use of an OPC used to Query LIDB and/or CNAM Database.

4.8 SWBT-TX will apply all applicable Nonrecurring Charges to changes in previously established OPCs (other than disconnects of OPCs) as set forth in Sections 4.2 and 4.3.

4.9 Both Parties understand and agree that when ALPHEUS uses a single OPC to originate Queries to SWBT-TX's LIDB and/or CNAM Database, neither Party can identify to the other, at the time the Query and/or Response takes place, when such Queries support ALPHEUS' operations within SWBT-TX's incumbent serving areas and when such Queries support other uses of ALPHEUS' service platforms.

4.10 If ALPHEUS operates in more than one (1) State in SWBT-TX's region(s), SWBT-TX will apply company-level rates to the LIDB Services and/or CNAM Query provided to ALPHEUS under this Agreement. SWBT-TX will develop these company-level rates based upon the rates established in the relevant States in their incumbent region(s) and an analysis of comparative usage of each state's LIDB and/or CNAM information.

5. OWNERSHIP OF INFORMATION

5.1 Telecommunications companies depositing information in SWBT-TX's LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. ALPHEUS obtains no ownership interest by virtue of this Appendix.

5.2 Unless expressly authorized in writing by the Parties, ALPHEUS will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. ALPHEUS may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. ALPHEUS may not store for future use any non-ALPHEUS data that ALPHEUS access from SWBT-TX's LIDB. SWBT-TX

agrees that ALPHEUS may use reports on LIDB usage and LIDB usage statistics and information similar to LIDB usage statistics to bill its carrier customers and to estimate ALPHEUS' facilities usage needs, and for engineering, capacity, and network planning. ALPHEUS agrees that SWBT-TX may use statistics for the same purposes. ALPHEUS may aggregate individual LIDB statistics regarding the number of ALPHEUS' LIDB Queries and similar type of information during a specified time period, such as a month or a year. ALPHEUS will only publish such statistics in aggregate form and will ensure that the all non-ALPHEUS names are redacted and cannot reasonably be identified from the published materials.

5.3 Proprietary information residing in SWBT-TX's LIDB and/or CNAM Database is protected from unauthorized access and ALPHEUS may not store such information in any table or database for any reason. All information that is related to alternate billing service is proprietary. Examples of proprietary information are as follows:

5.3.1 Billed (Line/Regional Accounting Office (RAO)) Number

5.3.2 PIN Number(s)

5.3.3 Billed Number Screening (BNS) indicators

5.3.4 Class of Service (also referred to as Service or Equipment)

5.3.5 Reports on LIDB and CNAM Query usage

5.3.6 Information related to billing for LIDB and CNAM Query usage

5.3.7 LIDB and CNAM Query usage statistics

5.4 ALPHEUS will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from SWBT-TX's LIDB and/or CNAM Database.

5.5 If ALPHEUS acts on behalf of other carriers, ALPHEUS will, to the best of its ability, prohibit its Query-originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind based upon information they receive in a Response from SWBT-TX's LIDB and/or CNAM Database.

6. TERM AND TERMINATION

6.1 This Appendix shall remain in effect unless the Interconnection Agreement is terminated (in which event this Appendix is automatically terminated simultaneously) or this Appendix is terminated separately from the

Interconnection Agreement as a whole by either Party upon written notice give ninety (90) days in advance of the termination date.

6.2 If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix upon written notice.

7. LIMITATION OF LIABILITY

7.1 Party's sole and exclusive remedy against the other Party for injury, loss or damage caused by or arising from anything said, omitted or done in connection with this Appendix regardless of the form of action, whether in contract or in tort (including negligence or strict liability) shall be the amount of actual direct damages and in no event shall exceed the amount paid for LIDB Service if the damages are related to LIDB service and the amount paid for LIDB Service if damages are related to LIDB service.

7.2 The remedies as set forth above in this Appendix shall be the exclusive remedy against a Party, its affiliates, subsidiaries or parent corporation, (including their directors, officers, employees or agents).

7.3 In no event shall SWBT-TX have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Service and/or CNAM Query purchasers.

7.4 SWBT-TX is furnishing access to its LIDB and/or CNAM Database to facilitate ALPHEUS' provision of services to its End Users, but not to insure against the risk of non-completion of any call. While SWBT-TX agrees to make every reasonable attempt to provide accurate LIDB and/or CNAM Database information, the Parties acknowledge that Line Record information is the product of routine business service order activity and/or fraud investigations. ALPHEUS acknowledges that SWBT-TX can furnish Line Record information only as accurate and current as the information has been provided to SWBT-TX for inclusion in its LIDB and/or CNAM Database. Therefore, SWBT-TX, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to ALPHEUS or to ALPHEUS' Query originating carrier customers except for such inaccuracies caused by SWBT-TX's willful misconduct or gross negligence.

7.5 LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:

7.5.1 CALLING NAME INFORMATION PROVIDED TO ALPHEUS BY SWBT-TX HEREUNDER SHALL BE PROVIDED "AS IS". SWBT-TX

MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF THE CALLING NAME INFORMATION REGARDLESS OF WHOSE CALLING NAME INFORMATION IS PROVIDED. AND, SWBT-TX IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SHALL NOT BE HELD LIABLE FOR ANY LIABILITY, CLAIMS, DAMAGES OR ACTIONS INCLUDING ATTORNEYS' FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OR OMISSIONS IN CONNECTION WITH ALPHEUS' OR ALPHEUS' END USERS' USE OF THE CALLING NAME INFORMATION.

7.6 ALPHEUS acknowledges that SWBT-TX's Calling Name Database limits the Calling Name Information length to fifteen (15) characters. As a result, the Calling Name Information provided in a Response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. ALPHEUS also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, SWBT-TX, in addition to any other limitations of liability set forth in this Agreement, is not liable for any liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Calling Name Information contained in SWBT-TX's Calling Name Database and provided to ALPHEUS or ALPHEUS' query-originating carrier customers, except for such content related claims, damages, or actions resulting from SWBT-TX's willful misconduct or gross negligence.

7.7 ALPHEUS acknowledges that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis.

7.8 ALPHEUS acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. ALPHEUS agrees not to attempt to obtain the caller's name information by originating a Query to SWBT-TX's Calling Name Database when call set-up information indicates that the caller has requested blocking of the delivery of his or her name and/or number. ALPHEUS also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has

requested unblocking. Therefore, SWBT-TX, in addition to the limitations of liability set forth in this Section 7, is not liable for any failure by ALPHEUS or ALPHEUS' Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and ALPHEUS agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold SWBT-TX harmless from and defend and indemnify SWBT-TX for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from ALPHEUS' or ALPHEUS' Query-originating carrier customers' failure to block or unblock delivery of the Calling Name Information when appropriate indication is provided, except for such privacy-related claims, damages or actions caused by SWBT-TX's willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

8.1 Ordering and billing inquiries for the services described herein from SWBT-TX shall be directed to the Local Service Center (LSC).

9. CONFIDENTIALITY

9.1 The Parties' Proprietary Information is subject to the terms and conditions of Section 20 of the General Terms and Conditions in this Agreement.

10. MUTUALITY

10.1 ALPHEUS agrees to make its Line Record Information available to SWBT-TX. Should ALPHEUS store its Line Record information in a database other than SWBT-TX's, ALPHEUS will make such Information available to SWBT-TX through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SWBT-TX and the database provider. SWBT-TX agrees to negotiate in good faith to reach such an agreement. If SWBT-TX is unable to reach such agreement, chooses not to enter into an agreement with such a database provider, or chooses to discontinue using the services of such database provider, ALPHEUS acknowledges that such ALPHEUS Line Record information will be unavailable to any customer, including any ALPHEUS' customer, that is served by SWBT-TX's service platforms (e.g., Operator Service Systems, Signaling Transfer Points, and/or switches).

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which Network Interconnection Methods (NIM) is provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS"). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

1.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection.

1.2.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.

1.2.2 The terms and conditions associated with access to Unbundled Network Elements (UNEs) are not found in Appendix NIM, but are contained in Appendix UNE.

1.3 SWBT-TX shall provide Interconnection for ALPHEUS' facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which SWBT-TX provides itself, a subsidiary, an affiliate, or any other party to which SWBT-TX provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.4 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 SWBT-TX's network is partly comprised of End Office switches, Tandem switches that serve local only traffic, Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local,

IntraLATA and InterLATA traffic. SWBT-TX's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. Due to differing state regulatory calling scope requirements, SWBT-TX requires Interconnection in each local exchange area. ALPHEUS and SWBT-TX agree to Interconnect their networks through existing and/or new Interconnection facilities between ALPHEUS switch(es) and SWBT-TX End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of ALPHEUS' switch(es) and SWBT-TX's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. In some cases, multiple POI(s) may be necessary to provide the best technical implementation of Interconnection requirements to each Tandem within an exchange area and/or LATA. Both parties shall negotiate the architecture in each location that will seek to mutually minimize investment.

2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. Agreement to the location of POIs is based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs. The mutually agreed to POIs will be documented and distributed to both Parties.

2.4 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between ALPHEUS and SWBT-TX.

2.5 Either Party, must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.6 ALPHEUS is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups as specified in Appendix ITR.

2.7 If ALPHEUS has established Collocation in an SWBT-TX End Office, the facility for the Direct End Office Trunks (DEOTS) to that End Office shall be the financial responsibility of ALPHEUS.

2.8 Technical Interfaces

2.8.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.8.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, SWBT-TX will provide any multiplexing required for DS1 facilities or trunking at their end and ALPHEUS will provide any DS1 multiplexing required for facilities or trunking at their end.

2.8.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

3.1.1 When ALPHEUS provides its own facilities or uses the facilities of a 3rd party to a SWBT-TX Tandem or End Office and wishes to place their own transport terminating equipment at that location, ALPHEUS may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

3.2.1 When ALPHEUS provides its own facilities or uses the facilities of a third party to a SWBT-TX Tandem or End Office and wishes for SWBT-TX to place transport terminating equipment at that location on ALPHEUS' behalf, ALPHEUS may Interconnect using Virtual Collocation as set forth in Appendix Virtual Collocation or applicable tariff. Virtual Collocation allows ALPHEUS to choose the equipment vendor and does not require that ALPHEUS be physically collocated.

3.3 Leased Facility Interconnection ("LFI")

3.3.1 Where facilities exist, either Party may lease facilities from the other Party as defined in Section 5 of this Appendix.

3.4 Fiber Meet Interconnection

3.4.1 Fiber Meet Interconnection between SWBT-TX and ALPHEUS can occur at any mutually agreeable and technically feasible point between ALPHEUS' premises and an SWBT-TX Tandem or End Office within each local exchange area or when the Parties agree to interconnect their networks pursuant to the Fiber Meet, a single point-to-point linear chain SONET system must be utilized. Only Interconnection trunking shall be provisioned over this jointly provided facility.

3.4.2 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.4.3 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed.

3.4.4 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.

3.4.5 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.4.6 There are four basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

3.4.6.1 Design One: ALPHEUS' fiber cable (four fibers) and SWBT-TX's fiber cable (four fibers) will be connected at a mutually agreeable and technically feasible mid-point between ALPHEUS and SWBT-TX locations. This interconnection point will be at a mutually agreeable location, with the intent of a 50/50 share in the cost of the facilities. Each Parties' fiber cables will be terminated and then cross connected on a fiber termination panel. ALPHEUS and SWBT-TX will provide their own fiber termination panels and will be responsible for terminating and testing their own fibers. Each Party will supply fiber optic equipment at their respective

end. The POI will be at the fiber termination panel at the mid-point meet.

3.4.6.2 Design Two: ALPHEUS will provide fiber cable to the last entrance (or SWBT-TX designated) manhole at the SWBT-TX Tandem or End Office switch. SWBT-TX shall make all necessary preparations to receive and to allow and enable ALPHEUS to deliver fiber optic facilities into that manhole. ALPHEUS will provide a sufficient length of Fiber cable for SWBT-TX to pull through the SWBT-TX cable vault. ALPHEUS shall deliver and maintain such strands wholly at its own expense up to the POI. SWBT-TX shall take the fiber from the manhole and terminate it inside SWBT-TX's office at the cable vault at SWBT-TX's expense. In this case the POI shall be at the SWBT-TX designated manhole location.

3.4.6.3 Design Three: SWBT-TX will provide fiber cable to a mutually agreed upon manhole towards the last entrance (or ALPHEUS designated) manhole at the ALPHEUS location. ALPHEUS shall make all necessary preparations to receive and to allow and enable SWBT-TX to deliver fiber optic facilities into that manhole. SWBT-TX will provide a sufficient length of fiber cable for ALPHEUS to pull to a mutually agreed upon point of termination SWBT-TX shall deliver and maintain such strands wholly at its own expense up to the POI. ALPHEUS shall take the fiber from the manhole and terminate it inside ALPHEUS' office on the FDF at ALPHEUS' expense. In this case the POI shall be at the ALPHEUS designated manhole location.

3.4.6.4 Design Four: Both ALPHEUS and SWBT-TX each provide two fibers between their locations to terminate at each parties' FOT This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. SWBT-TX will provide the fibers associated with the working side of the system. ALPHEUS will provide the fibers associated with the protection side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the SWBT-TX location.

3.4.7 ALPHEUS location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from SWBT-TX. This location is ALPHEUS' responsibility to provision and maintain.

3.4.8 The SWBT-TX location includes all SWBT-TX FOT, multiplexing and fiber required to terminate the optical signal provided from ALPHEUS. This location is SWBT-TX's responsibility to provision and maintain.

3.4.9 SWBT-TX and ALPHEUS shall, solely at their own expense, procure, install, and maintain the agreed upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by Appendix ITR for the purposes of Interconnection.

3.4.10 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.4.11 ALPHEUS and SWBT-TX will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below.

3.5 Other Interconnection Methods

3.5.1 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4. RESPONSIBILITIES OF THE PARTIES

4.1 For each local Interconnection within an SWBT-TX area, ALPHEUS shall provide written notice to SWBT-TX of the need to establish Interconnection in each local exchange area (SWBT-TX). Such request will include (i) ALPHEUS' Switch address, type of Switch and CLLI code; (ii) ALPHEUS' requested Interconnection activation date; and (iii) a non-binding forecast of ALPHEUS' trunking and facilities requirements.

4.2 Upon receipt of ALPHEUS' notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Either party may add or remove additional switches. The parties shall be entitled to provide written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

4.5 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

5. LEASING OF FACILITIES

5.1 Should SWBT-TX wish to voluntarily provide ALPHEUS with Leased ILEC Facilities for the purpose of interconnection, the Parties agree that this voluntary offering is not required under FTA 96 nor under FCC UNE Remand Order 99-238, November 5, 1999, and is made with all rights reserved. The Parties further agree that any such voluntary offering is not subject to TELRIC cost methodologies, and instead will be market priced on an individual case basis. Should SWBT-TX voluntarily offer Leased Facilities under this section, it (1) will advise ALPHEUS in writing in advance of the applicable charges for Leased Facilities, and (2) will process the request only if ALPHEUS accepts such charges.

5.2 Leasing of facilities from either party for the above purposes and any future augmentations are subject to facility availability at the time of the written request.

5.3 The requesting Party will provide a written leased facility request that will specify the A- and Z-ends (CLLI codes, where known), equipment and multiplexing required and provide quantities requested. Requests for leasing of facilities for the purposes of Interconnection and any future augmentations are subject to facility availability at the time of the request. Applicable rates, terms and conditions will be determined at the time of the request.

5.4 Requests by either Party for leased facilities where facilities, equipment, or riser cable do not exist will be considered and the requesting Party may agree to provide under a Bona Fide Request (BFR) Process as defined below, unless otherwise provided out of a tariff, at the providing Party's sole discretion:

5.4.1 A BFR will be submitted by the requesting Party in writing and will include a description of the facilities needed including the quantity, size (DS1 or DS3), A- and Z-end of the facilities, equipment and multiplexing requirements, and date needed.

5.4.2 The requesting Party may cancel a BFR at any time, but will pay the requested Party any reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.

5.4.3 Within ten (10) business days of its receipt, the requested Party will acknowledge receipt of the BFR.

5.4.4 Except under extraordinary circumstances, within thirty (30) business days of its receipt of a BFR, the requested Party will provide to the requesting Party a written response to the request. The response will confirm whether the leased facilities will be offered or not. If the leased facilities will be offered, the requested Party will provide the requesting Party a BFR quote which will include the applicable recurring rates and installation intervals.

5.4.5 Within 65 calendar days of its receipt of the BFR quote, the requesting Party must confirm its order. If not confirmed within 65 calendar days, the requested Party reserves the right to modify or withdraw its BFR quote.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX NUMBER PORTABILITY

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EXHIBIT 1

APPENDIX NP
(NUMBER PORTABILITY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Number Portability provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS").

1.2 The prices at which SWBT-TX agrees to provide ALPHEUS with Numbering Portability are contained in the applicable FCC tariff.

2. INTERIM NUMBER PORTABILITY (INP) [SWBT-TX ONLY]

2.1 General Terms and Conditions

2.1.1 SWBT-TX and ALPHEUS will provide Interim Number Portability (INP) in accordance with the requirements of the Act and applicable regulations. INP will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of ALPHEUS or SWBT-TX. As described herein, INP is a service arrangement whereby an End User, who switches subscription of exchange service from one provider to another is permitted to retain, for its use, the existing assigned number provided that the End User remains in the same serving wire center.

2.2 Service Provided

2.2.1 SWBT-TX shall provide INP to ALPHEUS only, as described herein.

2.2.2 SWBT-TX shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SWBT-TX does not offer INP services and facilities for NXX codes 555, 976, 950.

2.2.3 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, SWBT-TX shall make INP service available only from, or to host central offices.

2.3 Obligations of SWBT-TX

2.3.1 SWBT-TX's sole responsibility is to comply with the service requests it receives from ALPHEUS and to provide INP in accordance with this Appendix.

2.4 Obligations of ALPHEUS

2.4.1 ALPHEUS shall coordinate the provision of service with SWBT-TX to assure that ALPHEUS' switch is capable of accepting INP ported traffic.

2.4.2 ALPHEUS is solely responsible to provide equipment and facilities that are compatible with SWBT-TX's service parameters, interfaces, equipment and facilities. ALPHEUS shall provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SWBT-TX or any of its End Users. In the event that SWBT-TX determines in its sole judgment that ALPHEUS will likely impair or is impairing, or interfering with any equipment, facility or service of SWBT-TX or any of its End Users, SWBT-TX may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or SWBT-TX's tariffs, where applicable.

2.4.3 ALPHEUS shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which ALPHEUS is not presently providing exchange service or terminating to an End User.

2.4.4 Where ALPHEUS chooses to disconnect or terminate any INP service, ALPHEUS shall designate which standard SWBT-TX intercept announcement SWBT-TX shall provide for disconnected number.

2.4.5 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User and a period for intercept and referral equivalent to that which is provided by SWBT-TX to its own End User subscribers has elapsed, the ported telephone number will be released back to SWBT-TX.

2.4.5.1 Formerly ported telephone numbers which revert to SWBT-TX as described above shall be reassigned or provided with a standard SWBT-TX intercept announcement in accordance with SWBT-TX's standard operating procedures then in effect.

2.4.6 ALPHEUS shall designate to SWBT-TX at the time of its initial service request for INP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to ALPHEUS assigned telephone numbers:

2.4.6.1 ALPHEUS may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.

2.4.6.2 For non-sent paid calls billed to INP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

2.5 Limitations Of Service

2.5.1 SWBT-TX is not responsible for adverse effects on any service, facility or equipment from the use of INP service.

2.5.2 End-to-end transmission characteristics cannot be specified by SWBT-TX for calls over INP facilities because end-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities and the fact that another carrier is involved in the provisioning of service.

2.6 Service Descriptions

2.6.1 INP-Remote

2.6.1.1 INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to SWBT-TX, is automatically forwarded to ALPHEUS-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by ALPHEUS at the same wire center wherein the ported number resides.

2.6.1.2 INP-Remote provides an initial call path and two (2) additional paths for the forwarding of no more than three (3) simultaneous calls to ALPHEUS' specified forwarded-to number. Additional call paths are available on a per path basis.

2.6.1.3 ALPHEUS-assigned forwarded-to number shall be treated as two (2) separate calls with respect to interconnection compensation, End User toll billing and intercompany settlement and access billing, i.e., an incoming call to the SWBT-TX ported number shall be handled like any other SWBT-TX call being terminated to that end office and the ported call to ALPHEUS assigned telephone number in ALPHEUS switch shall be handled as any local calls between SWBT-TX and ALPHEUS.

2.6.1.4 Where facilities exist, SWBT-TX will provide identification of the originating telephone number, via SS7 signaling, to ALPHEUS.

2.6.2 INP-Direct

2.6.2.1 INP-Direct is a service which provides for the delivery of the called (dialed) number to ALPHEUS' switching (central office or premises) equipment for identification and subsequent routing and call completion.

2.6.2.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

2.6.2.2.1 Where the location of ALPHEUS' switching equipment to which SWBT-TX is providing voice grade or DS1 INP-Direct service reside outside the exchange or central office serving area from which the INP-Direct service is purchased, ALPHEUS shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

2.6.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per SWBT-TX switch. Transport facilities arranged for INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over facilities arranged for INP-Direct service.

2.6.2.4 SS7 Signaling is not available on the INP-Direct facilities.

2.7 Intercompany Terminating Compensation

2.7.1 With regard intercompany terminating compensation and switched access revenues associated with interim number portability, the Porting Party shall pay the Ported-to-Party $1.75 per month for each business line and $1.25 per month for each residence line associated with the INP arrangement. Determination of the number of lines to which the above payment shall apply will be made at the time the INP arrangement is established. Such payment shall continue until the INP arrangement is disconnected or PNP is made available for the INP number, whichever occurs first. Such amount is in consideration of the Switched Access compensation and intercompany terminating reciprocal compensation that would have been received by each Party if PNP had been in effect.

2.8 Pricing

2.8.1 The Parties will comply with all effective FCC, Commission, and/or court orders governing INP cost recovery and compensation. The Parties

acknowledge that the FCC's Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the Telephone Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.

2.8.2 Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views.

3. PERMANENT NUMBER PORTABILITY (PNP)

3.1 General Terms and Conditions

3.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

3.2 Service Provided

3.2.1 SWBT-TX provides ALPHEUS the use of the SWBT-TX PNP database via the Service Provider Number Portability (SPNP) Database Query. ALPHEUS' STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. SWBT-TX's PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

3.2.2 SWBT-TX will provide ALPHEUS the use of the SWBT-TX PNP database, PNP software, and SS7 network via the SPNP Query.

3.2.3 The Parties shall:

3.2.3.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

3.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

3.2.4 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

3.3 Obligations of SWBT-TX

3.3.1 SWBT-TX has deployed LRN in the following MSAs per the timelines set forth by the FCC:

MSA	DEPLOYMENT WAS COMPLETED BY
Houston	May 26, 1998
Dallas	June 26, 1998
Ft. Worth	July 27, 1998
Austin, San Antonio	September 30, 1998
El Paso	December 31, 1998

3.3.2 After December 31, 1998, SWBT-TX will deploy LRN in other MSAs/areas within six (6) months after receipt of Bona Fide Request (BFR) from ALPHEUS (see EXHIBIT 1).

3.3.3 SWBT-TX may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 Obligations of ALPHEUS

3.4.1 When purchasing the SPNP Database Query, ALPHEUS will access SWBT-TX's facilities via an SS7 link: SWBT-TX- Section 23 and 32 of FCC No. 73 Access Service Tariff) to the SWBT-TX STP.

3.4.2 When purchasing the SPNP Query - Prearranged, ALPHEUS will advise SWBT-TX of the entry point(s) of queries to the SWBT-TX network and provide a query forecast for each entry point.

3.4.3 ALPHEUS is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

3.4.4 After the initial deployment of PNP in a mandated MSA, ALPHEUS shall submit a BFR (see EXHIBIT 1) to request that an SWBT-TX switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.

3.4.5 When ALPHEUS requests that an NXX in an LRN capable SWBT-TX switch become portable, ALPHEUS shall follow the industry standard LERG procedure.

3.4.6 ALPHEUS shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

3.4.7 ALPHEUS shall adhere to SWBT-TX's Local Service Request (LSR) format and PNP due date intervals.

3.4.8 ALPHEUS shall adhere to SWBT-TX's reserved number terms and conditions pursuant to Appendix Numbering.

3.5 Obligations of Both Parties

3.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.

3.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

3.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

3.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.

3.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.

3.5.6 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.

3.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

3.6 Limitations of Service

3.6.1 Telephone numbers can be ported only within SWBT-TX toll rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

3.6.2 Telephone numbers in the following SWBT-TX NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) SWBT-TX Official Communications Services (OCS) NXXs.

3.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

3.7 Service Descriptions

3.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the PNP database to determine whether or not the called number is ported.

3.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

3.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

3.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

3.7.5 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

3.7.6 If ALPHEUS chooses not to fulfill its N-1 carrier responsibility, SWBT-TX will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.

3.7.7 ALPHEUS shall be responsible for payment of charges to SWBT-TX for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.

3.7.8 ALPHEUS shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

3.8.1 The price of PNP queries shall be the same as those in SWBT-TX – Section 34 of the FCC No. 73 Access Services Tariff.

4. INP TO PNP TRANSITION

4.1 SWBT-TX has deployed LRN in the switches requested as result of the State Commission's poll of CLECs to name the switches in which they wanted LRN deployed.

4.2 ALPHEUS shall issue LSRs to change their existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.

4.3 New requests for INP will not be provided in an SWBT-TX switch once LRN has been deployed in that switch.

4.4 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

5. MASS CALLING CODES

5.1 General Terms and Conditions

5.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by SWBT-TX in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, SWBT-TX will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

5.2.1 SWBT-TX will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the SWBT-TX mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SWBT-TX mass calling tandem. The mass calling tandem will then route the calls over dedicated MF trunks to the SWBT-TX choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

5.2.2 When ALPHEUS requests that a SWBT-TX number with a mass calling NXX code be ported to its network, SWBT-TX will build translations at the CSO to route the incoming calls to ALPHEUS provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to ALPHEUS central office.

5.3 Obligations of SWBT-TX

5.3.1 SWBT-TX will port its numbers with mass calling NXXs upon request by ALPHEUS. Non-LRN porting will be done via pseudo code or route index translation in the SWBT-TX CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

5.3.2 SWBT-TX will not charge ALPHEUS for the use of its choke network by ALPHEUS' mass calling customer. In exchange, SWBT-TX shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

5.4 Obligations of ALPHEUS

5.4.1 ALPHEUS shall agree to adhere to SWBT-TX LSR format and mass calling due date intervals.

5.4.2 ALPHEUS shall provide the facility and DID trunk group from the SWBT-TX CSO to ALPHEUS' serving office. ALPHEUS shall size this one-way MF trunk group.

5.4.3 ALPHEUS shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 ALPHEUS Mass Calling Codes

5.5.1 Should ALPHEUS assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), ALPHEUS shall home its CSO(s) on a SWBT-TX mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from SWBT-TX's tandem to ALPHEUS. In order to allow the Parties time to order and install such mass calling trunks, ALPHEUS shall provide SWBT-TX notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

5.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where SWBT-TX and ALPHEUS both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

5.6.1 ALPHEUS shall adhere to SWBT-TX's reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

6. PROVISION OF INP AND PNP BY ALPHEUS TO SWBT-TX

6.1 ALPHEUS shall provide INP and PNP to SWBT-TX under no less favorable terms and conditions as when SWBT-TX provides such services to ALPHEUS.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

EXHIBIT 1

PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (ALPHEUS) shall use to request that PNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country
and
- additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), ALPHEUS can request that PNP be deployed in additional MSAs beginning January 1, 1999. SWBT-TX is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from ALPHEUS to its SWBT-TX Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which ALPHEUS interconnects.
- An initial response from the SWBT-TX Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to ALPHEUS within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP)
Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI[1]	Rate Center Name[2]	Rate Center VC/HC[2]	NPA-NXX(s)[3]
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable**:** _____ (mm/dd/yy)
Requested code opening date[4]**:** _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP)
Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team
(Continued)

Notes: [1] List each switch targeted for LNP by its specific CLLI code.

[2] Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

[3] Circle or highlight **Y** if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight **N** if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while ALPHEUS may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

[4] As documented in the Southwest Region Code Opening Process.

Acknowledgment of
LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/ALPHEUS name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

_____

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	*Modified Effective Date*	Ineligible NPA-NXXs
_____(CLLI 1)	_____		_____	_____
_____(CLLI 2)	_____		_____	_____
_____(CLLI 3)	_____		_____	_____
_____(CLLI 4)	_____		_____	_____

_____

Switch request(s) denied/reason for denial:

_____(CLLI 1): _____
_____
_____(CLLI 2): _____
_____
_____(CLLI 3): _____

Authorized company representative signature/title:

APPENDIX NUMBERING

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APPENDIX NUMBERING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX"), will coordinate with respect to NXX assignments.

2. GENERAL TERMS AND CONDITIONS

2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.

2.2 At a minimum, in those Metropolitan Exchange Areas where ALPHEUS is properly certified by the appropriate regulatory body and intends to provide local exchange service, ALPHEUS shall obtain a separate NXX code for each SWBT-TX rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable ALPHEUS and SWBT-TX to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.

2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.

2.7 NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".

2.8 Test Numbers

2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement identifying the Company and one number terminating to a milliwatt tome providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

3. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

3.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX OSS-RESALE & UNE

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APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to ALPHEUS for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by SWBT-TX. With respect to all matters covered by this Appendix, the Parties will comply with the final SBC-Ameritech POR for Uniform and Enhanced OSS ("Uniform POR") as approved by FCC on September 22, 2000.

1.2 SWBT-TX - As used herein, SWBT-TX means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") doing business in Texas.

2. DEFINITIONS

2.1 **"LSC"** means the Local Service Center (LSC).

2.2 **"LOC"** means (i) the Local Operations Center (LOC).

2.3 **"Service Bureau Provider"** - For purposes of this Agreement, Service Bureau Provider is a company which has been engaged by ALPHEUS to act as its agent for purposes of accessing SWBT-TX's OSS application-to-application interfaces.

3. GENERAL CONDITIONS

3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once ALPHEUS is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, ALPHEUS will no longer submit orders manually (and SWBT-TX shall not be required to accept and process orders manually) except when the electronic order processing is unavailable, or where a given order cannot be processed electronically.

3.2 Proper Use of OSS interfaces:

3.2.1 ALPHEUS agrees to utilize SWBT-TX electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through SWBT-TX. In addition, ALPHEUS agrees that such use will comply with SWBT-TX's Data Connection Security

Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, ALPHEUS shall be responsible for and indemnifies SWBT-TX against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SWBT-TX's OSS from ALPHEUS systems, workstations or terminals or by ALPHEUS employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by ALPHEUS and shall pay SWBT-TX for any and all damages caused by such unauthorized entry.

3.3 ALPHEUS' access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where ALPHEUS has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

3.3.1 ALPHEUS must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 ALPHEUS is solely responsible for determining whether proper authorization has been obtained and holds SWBT-TX harmless from any loss on account of ALPHEUS' failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, ALPHEUS agrees to perform accurate and correct ordering as it relates to Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs. ALPHEUS is also responsible for all actions of its employees using any of SWBT-TX's OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by SWBT-TX caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by SWBT-TX to CLEC. In addition, ALPHEUS agrees to indemnify and hold SWBT-TX harmless against any claim made by an End User of ALPHEUS or other third parties against SWBT-TX caused by or related to ALPHEUS' use of any SWBT-TX OSS.

3.5 In the event SWBT-TX has good cause to believe that ALPHEUS has used SWBT-TX OSS in a way that conflicts with this Agreement or Applicable Law, SWBT-TX shall give ALPHEUS written notice describing the alleged misuse ("Notice of Misuse"). ALPHEUS shall immediately refrain from the alleged misuse until such time that ALPHEUS responds in writing to SWBT-TX's Notice of Misuse, which shall be provided to SWBT-TX within twenty (20) days after receipt of the Notice of Misuse. In the event ALPHEUS agrees with SWBT-TX's

allegation of misuse, ALPHEUS shall refrain from the alleged misuse during the term of this Agreement.

3.6 In the event ALPHEUS does not agree that ALPHEUS' use of SWBT-TX's OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:

3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, ALPHEUS shall continue to refrain from using the particular OSS functionality in the manner alleged by SWBT-TX to be improper, until ALPHEUS has implemented a mutually agreeable remedy to the alleged misuse.

3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.

3.7 In order to determine whether ALPHEUS has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SWBT-TX shall have the right to conduct an audit of ALPHEUS' use of the SWBT-TX OSS. Such audit shall be limited to auditing those aspects of ALPHEUS' use of the SWBT-TX OSS that relate to SWBT-TX's allegation of misuse as set forth in the Notice of Misuse. SWBT-TX shall give ten (10) days advance written notice of its intent to audit ALPHEUS ("Audit Notice") under this Section 3.5, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SWBT-TX's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), ALPHEUS shall provide SWBT-TX with access to the requested information in any reasonably requested format, at an appropriate ALPHEUS location, unless otherwise agreed to by the Parties. The audit shall be at SWBT-TX's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SWBT-TX 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 for SWBT-TX. SWBT-TX agrees to use the information obtained through such an audit only to determine compliance with this Appendix and not for any other purpose, including marketing or sales purposes.

3.8 Where an individual Resale Service and UNE offering is not available via an electronic interface for the pre-order, ordering and provisioning processes, SWBT-TX and ALPHEUS will use manual processes. Should SWBT-TX develop electronic interfaces for these functions for itself or other

telecommunications carriers, SWBT-TX will make electronic access available to ALPHEUS.

3.9 The Information Services (I.S.) Call Center for the SWBT-TX region provides for technical support function of electronic OSS interfaces. ALPHEUS will also provide a single point of contact for technical issues related to ALPHEUS' electronic interfaces.

3.10 SWBT-TX and ALPHEUS will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

3.11 The Parties will follow the final adopted guidelines of "SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface SWBT-TX Change Management Process", developed in collaboration with ALPHEUS and other CLECs. This plan may be modified from time to time in accordance with the Change Management principles.

3.12 SWBT-TX will and ALPHEUS may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SWBT-TX may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. ALPHEUS and SWBT-TX are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, SWBT-TX has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

3.13 Due to enhancements and on-going development of access to SWBT-TX's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SWBT-TX shall provide proper notice of interface phase-out as required by the Change Management process.

3.14 ALPHEUS is responsible for obtaining operating system software and hardware to access SWBT-TX OSS functions as specified in: "Requirements for Access to Southwestern Bell OSS Functions" "CLEC Hardware/Software Requirements for

Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by SWBT-TX.

4. PRE-ORDERING

4.1 SWBT-TX will provide real time access to pre-order functions to support ALPHEUS ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to ALPHEUS so that ALPHEUS order requests may be created to comply with SWBT-TX ordering requirements.

4.2 **Pre-ordering functions for Resale Services include:**

4.2.1 Features and services available at a valid service address (as applicable);

4.2.2 Access to SWBT-TX retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity is included. ALPHEUS agrees that ALPHEUS' representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to ALPHEUS, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;

4.2.4 Service availability dates to the End User (where available);

4.2.5 Information regarding whether dispatch is required;

4.2.6 Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and

4.2.7 Service address verification.

4.3 **Pre-ordering functions for UNEs include:**

4.3.1 Features available at an End Office for a valid service address (as applicable);

4.3.2 Access to SWBT-TX retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long

distance carrier identity, and pending service order activity. ALPHEUS agrees that ALPHEUS' representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to ALPHEUS, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.

4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;

4.3.4 Primary Interexchange Carrier options for intraLATA toll and interLATA toll;

4.3.5 Service address verification; and

4.3.6 Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

4.3.7 Pre-order information as described in the HFPL and DSL Appendices of this Agreement.

4.4 **Electronic Access to Pre-Order Functions:**

4.4.1 **Resale Services Pre-order System Availability:** SWBT-TX will provide ALPHEUS access to one or more of the following systems:

4.4.1.1 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which SWBT-TX provides ALPHEUS access to the functions of pre-ordering to order SWBT-TX consumer Resale services.

4.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SWBT-TX provides ALPHEUS access to the functions of pre-ordering to order SWBT-TX business Resale services.

4.4.2 Resale and UNE Pre-order System Availability: SWBT-TX will provide ALPHEUS access to the following systems:

4.4.2.1 DataGate is a transaction-based data query system through which SWBT-TX provides ALPHEUS access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once ALPHEUS has developed its own interface, allow ALPHEUS to access the pre-order functions for Resale services and UNE. An industry standard EDI/CORBA Pre-ordering Gateway is also provided by SWBT-

TX. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is application-to-application interface that can be integrated with ALPHEUS' own negotiation system and that supports both Resale services and UNEs. Where DataGate follows industry guidelines, but is based on SWBT-TX's proprietary pre-ordering functionality, EDI/CORBA is an industry-wide standard pre-ordering interface.

4.4.2.2 Verigate is an ALPHEUS interface developed by SWBT-TX that provides access to the pre-ordering functions for Resale Services and UNE. Verigate is accessible via Toolbar.

4.5 **Other Pre-order Function Availability:**

4.5.1 Where pre-ordering functions are not available electronically, ALPHEUS will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Upon request, Data Validation Files are available for the purpose of providing requesting ALPHEUS with an alternate method of acquiring that pre-ordering information considered relatively static. The following information is available via File Transfer Protocol (FTP): Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes.

5. ORDERING/PROVISIONING

5.1 SWBT-TX provides access to ordering functions (as measured from the time SWBT-TX receives accurate service requests from the interface) to support ALPHEUS provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, ALPHEUS will format the service request to identify what features, services, or elements it wishes SWBT-TX to provision in accordance with applicable SWBT-TX ordering requirements. SWBT-TX will provide ALPHEUS access to one or more of the following systems or interfaces:

5.2 **Resale Service Order Request System Availability:**

5.2.1 C-EASE is available for the ordering of consumer Resale services.

5.2.2 B-EASE is available for the ordering of business Resale services.

5.2.3 SORD interface provides ALPHEUS with the ability to create Resale orders as well as certain complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data

Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of service orders submitted electronically by ALPHEUS. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If ALPHEUS chooses to use SORD to issue orders, then ALPHEUS becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by ALPHEUS. ALPHEUS may need to call the LSC to obtain additional information. ALPHEUS may also choose to clear service order errors, even though ALPHEUS is not initiating service orders via SORD. ALPHEUS would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 SWBT-TX makes available to ALPHEUS an Electronic Data Interchange (EDI) interface for transmission of SWBT-TX ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, ALPHEUS and SWBT-TX will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SWBT-TX's Resale ordering requirements. In ordering and provisioning UNE, ALPHEUS and SWBT-TX will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SWBT-TX's UNE ordering requirements. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.2 SORD interface provides ALPHEUS with the ability to create UNE orders as well as certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.

5.3.2.1 SORD interface supports the modification of service orders submitted electronically by ALPHEUS. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If ALPHEUS chooses to use SORD to issue orders, then ALPHEUS becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by ALPHEUS. ALPHEUS may need to call the LSC to obtain additional information. ALPHEUS may also choose to clear service order errors, even though ALPHEUS is not initiating service orders via SORD. ALPHEUS would then become responsible for correction

of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, ALPHEUS and SWBT-TX will utilize industry ASR guidelines developed by OBF based upon SWBT-TX ordering requirements.

5.3.4 LEX is an End User interface that provides access to the ordering functions for Resale Services and UNE.

5.4 **Provisioning for Resale Services and UNE**: SWBT-TX will provision Resale services and UNE as detailed in ALPHEUS order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.4.1 Order Status will allow ALPHEUS to check service order status. Order Status and Provisioning Order Status are both accessible via SWBT-TX Toolbar. In addition, pending orders can be viewed in SORD.

5.4.2 For EDI ordering, SWBT-TX will provide, and ALPHEUS shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SWBT-TX will provide ALPHEUS with a FOC for each Resale service and UNE request.

5.4.3 As detailed in section 5.2.3 and 5.3.2.1, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.4.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;

5.4.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.4.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if ALPHEUS fails to correct service order errors within the timeframes specified in this Section 5.4.3.

5.4.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a AT&T issued FOC.

5.4.4 A file transmission may be provided to confirm order completions for C-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for ALPHEUS.

6. MAINTENANCE/REPAIR

6.1 SWBT-TX will make available two real time electronic interfaces for ALPHEUS to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, ALPHEUS may access these functions via the following methods:

6.2 Trouble Administration (TA) system access provides ALPHEUS with SWBT-TX software that allows ALPHEUS to submit trouble reports and subsequently check status on trouble reports for ALPHEUS End-Users. TA will provide the ability to review the maintenance history of a converted Resale ALPHEUS account. TA is accessible via SWBT-TX Toolbar. If the Trouble Administration is temporarily unavailable, then ALPHEUS may contact the LOC for assistance in obtaining information from the LOC as to status reports on open trouble tickets and history of circuits, etc. until Toolbar access to this information is fully operational.

6.2.1 Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by ALPHEUS and SWBT-TX. 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. ALPHEUS and SWBT-TX will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

7.1 SWBT-TX will bill ALPHEUS for Resold services and UNEs. SWBT-TX will send associated billing information to ALPHEUS as necessary to allow ALPHEUS to perform billing functions. At minimum SWBT-TX will provide ALPHEUS billing information in a paper format or via magnetic tape, as agreed to between ALPHEUS and SWBT-TX.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 ALPHEUS may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SWBT-TX's Local Exchange Tariff.

7.2.2 ALPHEUS may also view billing information through the Bill Information interface. Bill Information will be accessible via SWBT-TX Toolbar.

7.2.3 ALPHEUS may receive a mechanized bill format via the EDI 811 transaction set.

7.2.4 ALPHEUS may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.5 ALPHEUS may receive Local Disconnect Report records (via CARE records) electronically, that indicate when ALPHEUS' End Users change their Competitive Local Exchange Carrier.

7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

7.3.1 SWBT-TX makes available to ALPHEUS 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 ALPHEUS' paper bill.

7.3.2 ALPHEUS may also view billing information through the Bill Information interface. Bill Information will be accessible via SWBT-TX Toolbar.

7.3.3 ALPHEUS 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 ALPHEUS may receive Local Disconnect Report records (via CARE records) electronically that indicate when ALPHEUS' End Users, utilizing SWBT-TX, ports, change their Competitive Local Exchange Carrier.

8. REMOTE ACCESS FACILITY

8.1 ALPHEUS must access OSS interfaces via a CLEC Remote Access Facility. In SWBT-TX the LRAF located in Dallas, Texas will be used. Connection to the Remote Access Facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2.

8.2 ALPHEUS may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," ALPHEUS 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. Switched Access "Dial-up Connections" require ALPHEUS to provide its own

modems and connection to the SWBT-TX LRAF. ALPHEUS shall pay the cost of the call if Switched Access is used.

8.3 ALPHEUS shall use TCP/IP to access SWBT-TX OSS via the LRAF. In addition, ALPHEUS shall have a valid Internet Protocol (IP) network address. ALPHEUS shall maintain a user-id / password unique to each individual for accessing an SWBT-TX OSS on ALPHEUS' behalf.

8.4 ALPHEUS shall attend and participate in implementation meetings to discuss ALPHEUS LRAF access plans in detail and schedule testing of such connections.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 ALPHEUS agrees that interconnection of ALPHEUS data facilities with SWBT-TX data facilities for access to OSS will be in compliance with SWBT-TX's Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between ALPHEUS and the LRAF for access to OSS Interfaces.

9.2 **Joint Security Requirements**

9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the ALPHEUS or SWBT-TX 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 ALPHEUS equipment on SWBT-TX's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (ALPHEUS) Operations Support System Interconnection Procedures document cited above.

9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan

must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.3.6 All network-related problems will be managed to resolution by the respective organizations, ALPHEUS or SWBT-TX, as appropriate to the ownership of a failed component. As necessary, ALPHEUS and SWBT-TX will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 **Information Security Policies and Guidelines for Access to Computers, Networks and Information by Non-Employee Personnel:**

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to ALPHEUS or SWBT-TX, respectively, as the providers of the computer, network or information in question.

9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 **General Policies**

9.5.1 Each Party's resources are for approved business purposes only.

9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated on a monthly basis.

9.7 User Authentication

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user in real time.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 **Access and Session Control**

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 **User Authorization**

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 **Software And Data Integrity**

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 **Monitoring And Audit**

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several

approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SWBT-TX or ALPHEUS) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10.2 Prior to live system usage, ALPHEUS must complete user education classes for SWBT-TX-provided interfaces that affect the SWBT-TX 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 ALPHEUS to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

10.3 A separate agreement will be required as a commitment to pay for a specific number of ALPHEUS students in each class. ALPHEUS agrees that charges will be billed by SWBT-TX and ALPHEUS payment is due thirty (30) days following the bill date. ALPHEUS agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which

ALPHEUS has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

10.4 Class dates will be based upon SWBT-TX availability and will be coordinated among ALPHEUS, ALPHEUS' SWBT-TX Account Manager, and SWBT-TX Industry Markets CLEC Training Product Management.

10.5 ALPHEUS agrees to pay the cancellation fee of the full price noted in the separate agreement if ALPHEUS cancels scheduled classes less than two (2) weeks prior to the scheduled start date. ALPHEUS agrees to provide to SWBT-TX completed registration forms for each student no later than one week prior to the scheduled training class.

10.6 ALPHEUS agrees that ALPHEUS personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other SWBT-TX system are strictly prohibited.

10.7 ALPHEUS 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 SWBT-TX's OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

11.1 ALPHEUS, when requesting the Bill Plus™, as described in 7.2.1, agrees to pay applicable tariffed rate, less Resale discount.

11.2 ALPHEUS, when requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.4 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.

11.3 ALPHEUS, when requesting the Local Disconnect Report, as described in 7.2.5 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.

11.4 Should ALPHEUS request custom development of an exclusive interface to support OSS functions, such development will be considered by SWBT-TX on an Individual Case Basis (ICB) and priced as such.

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

12.1 SWBT-TX shall allow ALPHEUS to access its OSS via a Service Bureau Provider under the following terms and conditions:

12.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, ALPHEUS shall be permitted to access SWBT-TX OSS via a Service Bureau Provider as follows:

12.2.1 ALPHEUS shall be permitted to access SWBT-TX application-to-application OSS interfaces via a Service Bureau Provider where ALPHEUS has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with SWBT-TX to allow Service Bureau Provider to establish access to and use of SWBT-TX's OSS.

12.2.2 ALPHEUS' use of a Service Bureau Provider shall not relieve ALPHEUS of the obligation to abide by all terms and conditions of this Agreement. ALPHEUS must ensure that its agent properly performs all OSS obligations of ALPHEUS under this Agreement, which ALPHEUS delegates to Service Bureau Provider.

12.2.3 It shall be the obligation of ALPHEUS to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it establishes an agency relationship with a Service Bureau Provider or terminates such a relationship. SWBT-TX shall have a reasonable transition time to establish a connection to a Service Bureau Provider once ALPHEUS provides notice. Additionally, SWBT-TX shall have a reasonable transition period to terminate any such connection after notice from ALPHEUS that it has terminated its agency relationship with a Service Bureau Provider.

12.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, SWBT-TX 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 SWBT-TX's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as ALPHEUS' agent for connection to SWBT-TX's OSS) which could not be avoided by SWBT-TX through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

13.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX OS

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APPENDIX OS
(OPERATOR SERVICES)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) for switch-based CLEC's or CLEC's leasing unbundled switched ports as provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS").

2. SERVICES

2.1 Where technically feasible and/or available, SWBT-TX will provide the following OS:

2.1.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an SWBT-TX operator, hereafter called "Operator."

2.1.1.1 This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.

2.1.2 Operator-Assisted Call Processing

2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

3.1 Fully Automated Call Processing - Where technically feasible and/or available, SWBT-TX can support the following fully automated call types as outlined below:

3.1.1 Fully Automated Calling Card Service.

3.1.1.1 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 billing validation can be performed.

3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, SWBT-TX will support the following Operator-assisted call types for ALPHEUS:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which SWBT-TX can perform billing validation.

3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 Busy Line Verification (BLV)/Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 Busy Line Verification Interrupt (BLVI). A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

4.1 Where technically feasible and/or available, SWBT-TX will brand OS in ALPHEUS' name based upon the criteria outlined below:

4.1.1 Where SWBT-TX provides ALPHEUS Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where SWBT-TX is only providing OS on behalf of ALPHEUS, the calls will be branded.

4.1.2 ALPHEUS' name used in branding calls may be subject to Commission regulations and should match the name in which ALPHEUS is certified.

4.1.3 ALPHEUS will provide written specifications of its company name to be used by SWBT-TX to create ALPHEUS specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).

4.1.4 If ALPHEUS purchases SWBT-TX unbundled local switching, ALPHEUS will be responsible for maintaining ALPHEUS' End User customer records in SWBT-TX Line Information Database (LIDB) as described in Appendix LIDB-AS. ALPHEUS' failure to properly administer customer records in LIDB may result in branding errors.

4.1.5 Multiple Brands

4.1.5.1 SWBT-TX can support multiple brands on a single trunk group for ALPHEUS if all End User customer records for all carriers utilizing the same trunk group are maintained in SWBT-TX LIDB.

4.1.6 Branding Load Charges

4.1.6.1 An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of ALPHEUS specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by SWBT-TX on behalf of ALPHEUS when such services are provided in conjunction with: i) the purchase of SWBT-TX unbundled

local switching; or ii) when multiple brands are required on a single Operator Services trunk.

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

5.1 Where technically feasible and/or available, SWBT-TX will provide ALPHEUS OS Rate/Reference Information based upon the criteria outlined below:

5.1.1 ALPHEUS will furnish OS Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ) thirty (30) calendar days in advance of the date when the OS are to be undertaken.

5.1.2 ALPHEUS will inform SWBT-TX, in writing via the OSQ, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. ALPHEUS acknowledges that it is responsible to provide SWBT-TX updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.

5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of ALPHEUS' OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either ALPHEUS' OS Rate or Reference Information.

5.1.4 When an Operator receives a rate request from an ALPHEUS End User, SWBT-TX will quote the applicable OS rates as provided by ALPHEUS.

6. INTRALATA MESSAGE RATING

6.1 Upon request, ALPHEUS may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all SWBT-TX Operator assisted intraLATA calls. With this service, SWBT-TX will compute the applicable charges for each message based on ALPHEUS' schedule of rates provided to SWBT-TX**.**

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent ALPHEUS' NXX encompasses multiple emergency agencies, SWBT-TX agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. ALPHEUS must provide SWBT-TX with the correct information to enable the transfer as required by the OSQ. ALPHEUS will also provide default emergency agency numbers to use when the customer is unable to provide the name of

his/her community. When the assistance of another Carrier's operator is required, SWBT-TX will attempt to reach the appropriate operator if the network facilities for inward assistance exist. ALPHEUS agrees to indemnify, defend, and hold harmless SWBT-TX from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

8.1 ALPHEUS acknowledges that due to quality of service and work force schedule issues, SWBT-TX will be the sole provider of OS for ALPHEUS' local serving area(s) for a minimum of a one (1) year period.

8.2 ALPHEUS will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SWBT-TX Operator assistance switch. Should ALPHEUS seek to obtain interexchange OS from SWBT-TX, ALPHEUS is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the appropriate costs for its own facilities and equipment.

8.4 ALPHEUS will furnish to SWBT-TX a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.

8.5 ALPHEUS will provide SWBT-TX updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

8.6 ALPHEUS understands and acknowledges that before live traffic can be passed, ALPHEUS is responsible for obtaining and providing to SWBT-TX, default emergency agency numbers.

9. METHODS AND PRACTICES

9.1 SWBT-TX will provide OS to ALPHEUS' End Users in accordance with standard SWBT-TX OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

10.1 The prices at which SWBT-TX agrees to provide ALPHEUS with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

10.2. Beyond the specified term of this Appendix, SWBT-TX may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to CLEC.

11. MONTHLY BILLING

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

11.2 SWBT-TX will accumulate and provide ALPHEUS such data as necessary for ALPHEUS to bill its End Users.

12. LIABILITY

12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

12.2 ALPHEUS also agrees to release, defend, indemnify, and hold harmless SWBT-TX from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT-TX employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

13. TERMS OF APPENDIX

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

13.2 If ALPHEUS terminates this Appendix prior to the expiration of the term of this Appendix, ALPHEUS shall pay SWBT-TX, within thirty (30) days of the issuance of any bills by SWBT-TX, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SWBT-TX.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

14.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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APPENDIX DA

(DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based Alpheus Communications, L.P. ("ALPHEUS") or ALPHEUS leasing unbundled switched-ports as provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") to ALPHEUS.

2. SERVICES

2.1 Where technically feasible and/or available, SWBT-TX will provide the following DA Services:

2.1.1 DIRECTORY ASSISTANCE (DA)

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

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

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

2.1.3 NATIONAL DIRECTORY ASSISTANCE (NDA)

2.1.3.1 SWBT-TX - A service in which listed telephone information (address, and telephone numbers) is provided for residential, business and government accounts throughout the 50 states to ALPHEUS End Users.

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

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

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

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

4. CALL BRANDING

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

4.1.1 Where technically feasible and/or available, SWBT-TX will brand DA in ALPHEUS' name based upon the criteria outlined below:

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

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

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

4.1.1.4 When ALPHEUS purchases SWBT-TX unbundled local switching, ALPHEUS is responsible for maintaining its End User customer records in SWBT-TX's Line Information Database (LIDB) as described in Appendix LIDB. ALPHEUS' failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges:

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

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

5.1 An AT&T database referenced by an AT&T Operator for ALPHEUS. DA specific information as provided by ALPHEUS such as its business office, repair and DA rates.

5.1.1 Where technically feasible and/or available, SWBT-TX will provide ALPHEUS DA Reference/Rater information based upon the criteria outlined below:

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

5.1.1.2 ALPHEUS will inform SWBT-TX via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.

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

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

6. RESPONSIBILITIES OF THE PARTIES

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

6.2 ALPHEUS will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SWBT-TX Operator assistance switch. Should ALPHEUS seek to obtain interexchange DA Service from SWBT-TX, ALPHEUS is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

6.3 Facilities necessary for the provision of DA Services shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.

6.4 ALPHEUS will furnish to SWBT-TX a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

6.5 ALPHEUS will provide SWBT-TX updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.

6.6 ALPHEUS will send the DA listing records to SWBT-TX for inclusion in SWBT-TX DA database via electronic gateway as described in Appendix WP.

6.7 ALPHEUS agrees that SWBT-TX may utilize ALPHEUS' End User's listings contained in SWBT-TX directory assistance database in providing existing and future SWBT-TX directory assistance or DA related services.

6.8 ALPHEUS further agrees that SWBT-TX can release ALPHEUS' directory assistance listings stored in SWBT-TX directory assistance database to competing providers.

7. METHODS AND PRACTICES

7.1 SWBT-TX will provide DA Services to ALPHEUS' End Users in accordance with SWBT-TX DA methods and practices that are in effect at the time the DA call is made, unless otherwise agreed in writing by both parties.

8. PRICING

8.1 The prices at which SWBT-TX agrees to provide ALPHEUS with Directory Assistance Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

8.2 Beyond the specified term of this Appendix, SWBT-TX may change the prices for the provision of DA Services upon one hundred-twenty (120) calendar days' notice to ALPHEUS.

9. MONTHLY BILLING

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

9.2 SWBT-TX will accumulate and provide ALPHEUS such data as necessary for ALPHEUS to bill its End Users.

10. LIABILITY

10.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.

10.2 ALPHEUS also agrees to release, defend, indemnify, and hold harmless SWBT-TX from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT-TX employees and equipment associated with provision of DA Services, including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call DA Services.

11. TERMS OF APPENDIX

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

11.2 If ALPHEUS terminates this Appendix prior to the expiration of the term of this Appendix, ALPHEUS shall pay SWBT, within thirty (30) days of the issuance of any bills by SWBT-TX, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SWBT-TX pursuant to this Appendix prior to its termination.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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APPENDIX RECIPROCAL COMPENSATION

1. APPENDIX SCOPE OF TERM

1.1 This Appendix sets forth the terms and conditions for Reciprocal Compensation of switched intercarrier telecommunications traffic between SWBT-TX and ALPHEUS, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in this state.

1.2 The compensation arrangement for the joint provision of Feature Group A (FGA) Services shall be subject to the underlying Interconnection Agreement or as otherwise mutually agreed by the Parties.

1.3 The provisions of this Appendix apply to calls originated over the originating carrier's facilities or over Unbundled Network Elements.

1.4 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service.

1.5 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

1.6 The Parties agree that this Appendix governs the exchange, routing and rating of all intercarrier switched ISP and Internet-bound traffic between SWBT-TX and ALPHEUS in this state. The terms "ISPs" and "Internet" shall be given the same meaning as used in the underlying Agreement, and if not defined there, shall be given the same meaning as found in the ISP Compensation Order and the Telecommunications Act of 1996.

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3. CLASSIFICATION OF TRAFFIC

3.1 Telecommunications traffic exchanged between ALPHEUS and ILEC will be classified as either Local Calls, Transit Traffic, Optional Calling Area Traffic, IntraLATA Toll Traffic, or InterLATA Toll Traffic. For purposes of this Appendix, calls to ISPs will be rated and routed according to these same classifications, depending on the physical location of the originating and terminating end users.

3.2 For purposes of this Appendix, the Parties agree that "Local Calls" and "Local ISP Calls" will be compensated at the same rates and rate structures, depending on the End Office or Tandem serving arrangement, so long as the originating end user of one Party and the terminating end user or ISP of the other Party are:

(a) both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

(b) both physically located within neighboring ILEC Local Exchange Areas, or within an ILEC exchange and an Independent LEC exchange, that share a common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

3.3 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users.

3.4 When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch or, if operating in SWBT-TX, through the other Party's Unbundled Network Element (UNE) switch port, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in this Appendix and Appendix Pricing. In SNET, calls originated over UNEs are not subject to reciprocal compensation since the rates for unbundled local switching reflect and include the costs of call termination.

3.5 The Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services, 911 or Mass Calling trunks).

3.6 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) Information Service traffic, (iii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iv) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of calls to ISPs, which are addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.

3.7 Calls delivered to or from numbers that are assigned to an exchange within a common mandatory local calling area but where the receiving or calling party is physically located outside the common mandatory local calling area of the

exchange to which the number is assigned are either Feature Group A (FGA) or Foreign Exchange (FX) and are not Local Calls for intercarrier compensation and are not subject to local reciprocal compensation.

3.8 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

3.9 Reciprocal Compensation applies to local traffic that is terminated at either parties' terminating switch. Traffic that is delivered to a CLEC or ISP via Digital Subscriber Line (DSL) service is not subject to intercarrier compensation.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

4.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

4.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.4 Where SS7 connections exist, calls originated by one party and terminated by the other, if the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than ninety percent (90%), all calls passed without CPN will be billed as intraLATA switched access.

4.5 Where the Parties are performing a transiting function as defined in Section 9.0 below, the transiting Party will pass the original and true CPN if it is received from the originating third party. If the original and true CPN is not received from the originating third party, the Party performing the transiting function can not forward the CPN and will not be billed as the default originator.

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6. OPTIONAL CALLING AREA TRAFFIC

6.1 Compensation for Optional Calling Area (OCA) Traffic is for the termination of intercompany traffic to and from the one-way or two-way optional exchanges(s) and the associated metropolitan area.

6.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist in Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. ALPHEUS and SWBT-TX are not precluded from establishing its own local calling areas or prices for purposes of retail telephone service; however the terminating rates to be used for any such offering will still be administered as described in this Appendix.

6.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

7. MCA TRAFFIC

7.1 For compensation purposes in the state of Missouri, Local Traffic shall be further defined as "Metropolitan Calling Area (MCA) Traffic" and "Non-MCA Traffic." MCA Traffic is traffic originated by a party providing a local calling scope plan pursuant to the Missouri Public Service Commission Orders in Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and the call is a local call based on the calling scope of the originating party pursuant to the MCA Orders. Non-MCA Traffic is all Local Traffic that is not defined as MCA Traffic.

7.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.

7.3 If ALPHEUS provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT-TX.

8. TRANSIT TRAFFIC COMPENSATION

8.1 Transiting Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800 intraLATA Toll Traffic to a third party network through the other Party's tandem. A Transiting rate element applies to all MOUs between a Party and third party networks that transits an SWBT-TX network. The originating Party is responsible for payment of the appropriate rates unless otherwise specified. The Transiting rate element is only applicable when calls do

not originate with (or terminate to) the transit Party's End User. SWBT-TX. The rates that SWBT-TX shall charge for transiting ALPHEUS traffic are outlined in Appendix Pricing.

8.2 The Parties agree to enter into their own agreement with third party Telecommunications Carriers prior to delivering traffic for transiting to the third party. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic Interexchange agreement, then originating Party will indemnify the second Party against any and all charges levied by such third party telecommunications carrier, including any termination charges related to such traffic and any attorneys fees and expenses. The terminating party and the tandem provider will bill their respective portions of the charges directly to the originating party, and neither the terminating party nor the tandem provider will be required to function as a billing intermediary, e.g. clearinghouse.

8.3 ALPHEUS shall not bill SWBT-TX for terminating any Transit traffic, whether identified or unidentified, i.e. whether SWBT-TX is sent CPN or is not sent CPN by the originating company.

8.4 Where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where SWBT-TX is the PTC, SWBT-TX shall deliver such intraLATA Toll Traffic to the terminating carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, SWBT-TX shall reimburse the terminating carrier at SWBT-TX's applicable tariffed terminating switched access rates. When transport mileage cannot be determined, an average transit transport mileage shall be applied as set forth in Appendix Pricing.

8.5 ALPHEUS will establish sufficient direct trunk groups between ALPHEUS and a Third Party's network when ALPHEUS' traffic volumes to said Third Party require twenty-four (24) or more trunks.

9. OPTIONAL CALLING AREA TRANSIT TRAFFIC

9.1 The Optional Area Transit Traffic rate element applies when one End User is in a SWBT-TX one-way or two-way optional exchange and the other End User is within the SWBT-TX local or mandatory exchanges. The Parties agree to apply the Optional Area Transit rate to traffic terminating to third party Independent LEC that shares a common mandatory local calling area with all SWBT-TX exchanges included in a specific metropolitan exchange area. The Optional Area Transit Traffic rates that will be billed are outlined in Appendix Pricing. The specific NXXs and associated calling scopes can be located in the applicable state Local Exchange tariff.

10. INTRALATA 800 TRAFFIC

10.1 The Parties shall provide to each other intraLATA 800 Access Detail Usage Data for Customer billing and intraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query. Billing shall be based on originating and terminating NPA/NXX.

11. MEET-POINT-BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION

11.1 Intercarrier compensation for Switched Access Traffic shall be on a MPB basis as described below.

11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services to IXC and ESPs via the respective carrier's Tandem Office Switch switches in accordance with the MPB guidelines adopted by and either contained in, or upon approval to be added in future to the Ordering and Billing Forum's MECOD and MECAB documents.

11.3 Billing to Interexchange Carriers (IXCs) and ESPs for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function. For the purpose of this Appendix, ALPHEUS is the Initial Billing Company (IBC) and SWBT-TX is the Subsequent Billing Company.

11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

11.5 As detailed in the MECAB document, the Parties will, in accordance with appropriate billing cycle intervals defined herein, exchange all information

necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) working days of sending the IBC's bills. The exchange of records to accommodate MPB will be on a reciprocal, no charge basis.

11.6 MPB shall also apply to all jointly provided MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs) which may likewise be designated for such traffic in the future where the responsible party is an IXC or ESP. When SWBT-TX performs 800 database queries, SWBT-TX will charge the end office provider for the database query in accordance with standard industry practices.

11.7 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

11.8 For purposes of this Appendix the Party to whom the End Office Switch belongs is the IBC and the Party to whom the Tandem Office Switch belongs is the secondary billing company. The secondary billing company will provide the IBC with the Exchange Access detailed usage data within thirty (30) days of the recording date. The IBC will provide to the secondary billing company the Exchange Access summary usage data within ten (10) working days of the IBC's bill date to the IXC and/or ESP. SWBT-TX acknowledges that currently there is no charge for Summary Usage Data Records but that such a charge may be appropriate. At ALPHEUS' request, SWBT-TX will negotiate a mutual and reciprocal charge for provision of Summary Usage Data Records.

11.9 SWBT-TX and ALPHEUS agree to provide the other Party with notification of any discovered errors within ten (10) business days of the discovery.

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

12. INTRALATA TOLL TRAFFIC COMPENSATION

12.1 For intrastate intraLATA toll traffic, compensation for termination of intercompany traffic will be at terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier

Common Line (CCL) charge where applicable, as set forth in each Party's Intrastate Access Service Tariff, but not to exceed the compensation contained in an SWBT-TX's tariff in whose exchange area the End User is located. For interstate intraLATA intercompany service traffic, compensation for termination of intercompany traffic will be at terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in each Party's interstate Access Service Tariff, but not to exceed the compensation contained in the SWBT-TX's tariff in whose exchange area the End User is located. Common transport, (both fixed and variable), as well as tandem switching and end office rates apply only in those cases where a Party's tandem is used to terminate traffic.

13. BILLING FOR MUTUAL COMPENSATION

13.1 In SWBT-TX other than for traffic described in Section 6.0 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on the following:

13.2 Each Party shall, unless otherwise agreed, adhere to the detailed technical descriptions and requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP). Each Party will transmit the summarized originating minutes of usage within fifteen (15) business days following the prior month's close of business for all traffic including local, transiting, and optional EAS via the 92-type record process to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing. This information will also be utilized by the Parties for use in verifying and auditing to confirm the jurisdictional nature of Local Calls and is required from the originating Party under the terms of this Appendix.

13.3 If originating records are not received within sixty (60) days, upon written notification the Party not receiving the originating records will bill all MOU for that month at Switched Access rates based upon a seven (7) day traffic study.

13.4 The Parties will not render invoice nor payment to each other for the transport and termination of calls for a particular month's usage until both Parties have received the originating 92-type summary records ALPHEUS for that same month's usage.

13.5 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.

13.6 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

13.7 MOUs will be measured in seconds by call type, and accumulated each billing period into one (1) minute increments for billing purposes in accordance with industry rounding standards.

13.8 Where ALPHEUS has direct End Office Switch and Tandem Office Switch interconnection arrangements with SWBT-TX, SWBT-TX will multiply the Tandem Office Switch routed terminating MOU and End Office Switch routed terminating MOUs by the appropriate rates in order to determine the total monthly billing to each Party.

14. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

14.1 The Parties acknowledge that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order.") The Parties agree that by executing this Appendix and carrying out the intercarrier compensation terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the SWBT-TX's option to invoke on a date specified by SWBT-TX the FCC's ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

14.2 SWBT-TX agrees to provide 20 days advance written notice to the person designated to receive official contract notices in the underlying Interconnection Agreement of the date upon which the SWBT-TX designates that the FCC's ISP terminating compensation plan shall begin in this state. ALPHEUS agrees that on the date designated by SWBT-TX, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.

14.3 SWBT-TX and ALPHEUS agree to carry out the FCC terminating compensation plan on the date designated by SWBT-TX without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP and Internet-bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

14.4 Should a regulatory agency, court or legislature change or nullify SWBT-TX's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under section 251(b)(5) of the Act.

By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among SWBT-TX, ALPHEUS and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

14.5 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions.

14.6 Because of the possibilities in the prior section, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among SWBT-TX, ALPHEUS, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.

14.7 The Parties further acknowledge that the FCC has issued a Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally. *See, In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92; established in Notice of Proposed Rulemaking Order No. 01-132, April 27, 2001. In the event that a final, legally binding FCC Order is issued upon the conclusion of that NPRM proceeding and during the term of this Appendix, the Parties agree to conform this Agreement to the compensation procedures set forth in that Order.

14.8 The parties agree to that the foregoing terms, and conditions for the exchange of switched ISP-bound and Internet-bound traffic are subject to all rules, regulations, and interpretations of that traffic as Information Access pursuant to section 201 of the Act and FCC implementing orders, as opposed to sections 251 and 252 of the Act.

14.9 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) or other Internet Telephony traffic under the Dispute

Resolution provisions of this Interconnection Agreement. The Parties further agree that this Appendix shall not be construed against either Party as a "meeting of the minds" that VOIP or Internet Telephony traffic is or is not local traffic subject to reciprocal compensation. By entering into the Appendix, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

15. ADDITIONAL TERMS AND CONDITIONS

15.1 Legitimately Related Terms. Every interconnection, service and network element provided here shall be subject to all rates, terms and conditions contained in the underlying Interconnection Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX RECORDING

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APPENDIX RECORDING
(Recording, Message Processing And Provision Of Interexchange Carrier Transported Message Detail Appendix)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which SWBT-TX will provide recording, message processing and message detail services as described in Exhibit I and Exhibit II, Exhibits I and II are part of this Appendix by reference.

2. DEFINITIONS

2.1 **"Access Usage Record (AUR)"** - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).

2.2 **"Assembly and Editing"** - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.

2.3 **"Billing Company"** - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.

2.4 "**Billable Message**" - a message record containing details of a completed IXC transported call which is used to bill an end user.

2.5 **"Centralized Message Distribution System (CMDS)"** - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SWBT-TX and the Billing Company.

2.6 "**Data Transmission**" - the forwarding by SWBT-TX of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.

2.7 **"Exchange Message Record (EMR)"** - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.

2.8 **"Interexchange Carrier (IXC)"** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.

2.9 **"Interexchange Carrier Transported**" - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.

2.10 "**Local Access and Transport Area (LATA)"** - service areas defined in FCC Docket 78-72.

2.11 "**Message Processing" -** the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.

2.12 "**Originating Local Exchange Carrier Company"** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.

2.13 **"Provision of Message Detail"** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to ALPHEUS for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SWBT-TX's internal network or national CMDS.

2.14 **"Record"** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.

2.15 **"Recording"** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

2.16 **"Service Switching Point (SSP)"** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

2.17 **"Recording Company**" - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

2.18 **"Switching Control Point (SCP)"** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week

routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.

2.19 **"800 SCP Carrier Access Usage Summary Record (SCP Record)"** - a summary record which contains information concerning the quantity and types of queries launched to an SWBT-TX SCP.

2.20 "**Terminating Local Exchange Carrier Company**" - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

3.1 SWBT-TX will record all IXC transported messages for ALPHEUS carried over all Feature Group Switched Access Services that are available to SWBT-TX provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SWBT-TX -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SWBT-TX.

3.2 SWBT-TX will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SWBT-TX.

3.3 SWBT-TX will provide access usage records that are generated by SWBT-TX.

3.4 Assembly and editing will be performed on all IXC transported messages recorded by SWBT-TX, during the billing period established by SWBT-TX and selected by ALPHEUS.

3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SWBT-TX and provided to ALPHEUS.

3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.

3.7 SWBT-TX will provide message detail to ALPHEUS in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.

3.8 In Exhibit II, ALPHEUS will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month

the information should be provided. SWBT-TX reserves the right to limit the frequency of transmission to existing SWBT-TX processing and work schedules, holidays, etc.

3.9 SWBT-TX will determine the number data files required to provide the access usage record detail to ALPHEUS.

3.10 Recorded billable message detail and/or access usage record detail previously provided ALPHEUS and lost or destroyed through no fault of SWBT-TX will not be recovered and made available to ALPHEUS except on an individual case basis at a cost determined by SWBT-TX.

3.11 SWBT-TX will record the applicable detail necessary to generate access usage records and forward them to ALPHEUS for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

4.1 SWBT-TX as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by ALPHEUS in accordance with this agreement on a reciprocal, no-charge basis. ALPHEUS agrees to provide any and all Summary Usage Records (SURs) required by SWBT-TX on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

5.1 The Limitation of Liability and Indemnification provisions of the General Terms and Conditions shall apply in addition to the following additional terms specific to Appendix Recording.

5.2 When SWBT-TX is notified that, due to error or omission, incomplete data has been provided to ALPHEUS, SWBT-TX will make reasonable efforts to locate and/or recover the data and provide it to ALPHEUS at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to ALPHEUS. If written notification is not received within thirty (30) calendar days, SWBT-TX shall have no further obligation to recover the data and shall have no further liability to ALPHEUS.

5.3 If, despite timely notification by ALPHEUS, message detail is lost and unrecoverable as a direct result of SWBT-TX having lost or damaged tapes or incurred system outages while performing recording, assembly and editing,

rating, message processing, and/or transmission of message detail, SWBT-TX 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, SWBT-TX's liability to ALPHEUS shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.

5.4 SWBT-TX will not be liable for any costs incurred by ALPHEUS when ALPHEUS is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SWBT-TX.

5.5 SWBT-TX 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, SWBT-TX assumes no responsibility with regard to the correctness of the data supplied by ALPHEUS when this data is accessed and used by a third party.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

EXHIBIT I
SERVICES

The attached pages of this Exhibit show the service options that are offered under this Agreement.

EXPLANATION OF SERVICE OPTIONS

ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #1: This option has been withdrawn.

Option #2: The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from the ALPHEUS end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to ALPHEUS.

Option #3: The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the ALPHEUS end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to ALPHEUS.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

Option #4: ALPHEUS Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for ALPHEUS. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to ALPHEUS.

Option #5: ALPHEUS Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for ALPHEUS. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to ALPHEUS.

Option #6: This option has been withdrawn.

Option #7: This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

Option #8: Recording Company performs SSP function for ALPHEUS end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to ALPHEUS.

Option #9: This option has been withdrawn.

Option 10: Recording Company performs SCP function for ALPHEUS. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to ALPHEUS.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

Option 11: Recording Company provides tandem function for ALPHEUS. ALPHEUS requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to ALPHEUS.

Option 12: Recording Company provides tandem function for ALPHEUS. ALPHEUS requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to ALPHEUS.

Option 13: Recording Company provides tandem function for ALPHEUS. ALPHEUS requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to ALPHEUS.

Option 14: Recording Company provides tandem function for ALPHEUS. ALPHEUS requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to ALPHEUS.

Option 15: Recording Company provides tandem function for ALPHEUS. ALPHEUS requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to ALPHEUS.

MESSAGE PROVISIONING

Option 16: The Recording Company will forward all IXC transported message detail records or access usage records to ALPHEUS generated internally within the Recording

Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. ALPHEUS forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through SWBT-TX's internal network or using the CMDS network.

Form SW-1773-I

EXHIBIT II

INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive billable messages daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

___ Daily (Full Status RAO Companies will receive AURs daily.)

___ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

1.1 This Appendix set forth terms and conditions for Resale Services provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") to Alpheus Communications, L.P. ("ALPHEUS").

1.2 The prices at which SWBT-TX agrees to provide ALPHEUS with Resale Services are contained in Appendix Pricing.

2. DESCRIPTION AND CHARGES FOR SERVICES

2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with SWBT-TX's obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations, restrictions or law, ALPHEUS may resell other Telecommunications Services offered at retail by SWBT-TX at the appropriate wholesale discount as set forth in Appendix Pricing, provided, however, that the rates for such resold service shall continue to be subject to orders of the Texas Public Utility Commission.

2.2 SWBT-TX will offer products and services to ALPHEUS for resale pursuant to relevant decisions of the Commission.

2.3 Telecommunications Services will be offered by SWBT-TX to ALPHEUS for resale on terms and conditions that are reasonable, nondiscriminatory, and consistent with governing law.

2.4 Grandfathered services are available per state specific tariff to ALPHEUS for resale at the applicable discount only to the same End User, at the existing End User's location, to which SWBT-TX provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by SWBT-TX to SWBT-TX's End Users through tariff(s), the rules and regulations associated with SWBT-TX's retail tariff(s) shall apply when the services are resold by ALPHEUS, 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 SWBT-TX to its End Users.

3.2 ALPHEUS shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding SWBT-TX retail tariff(s) applicable within Texas.

3.3 Except where otherwise explicitly permitted in SWBT-TX's corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

3.3.1 Based upon the Texas Commission's arbitration order, SWBT-TX will permit aggregation for purposes of the resale of volume discount offers. Volume discount offers include such items as intraLATA toll, but do not include such items as packages of vertical features.

3.4 ALPHEUS shall only resell services furnished under this Appendix to the same category of End User(s) to whom SWBT-TX offers such services (for example, residence service shall not be resold to business End Users).

3.4.1 ALPHEUS may only resell "special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent ALPHEUS resells services that require certification on the part of the End User, ALPHEUS - should ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific tariff(s).

3.4.2 ALPHEUS may only resell SWBT LifeLine and Link-Up services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent ALPHEUS resells services that require certification on the part of the End User, ALPHEUS should ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the Commission and the state specific tariff(s).

3.4.2.1 When the End User is currently receiving SWBT LifeLine and/or Link-Up benefit, the existing SWBT CSR will carry

the appropriate service indicator. ALPHEUS may view this indicator on the SWBT CSR.

3.4.2.2 If the indicator described in Section 3.4.2.1 is present on the End User's current retail CSR, ALPHEUS must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.2. ALPHEUS is responsible for using best efforts in obtaining any End User certification or re-certification required by the terms of the state specific SWBT tariff for LifeLine or Link-Up service it resells to any End User beginning on the date that ALPHEUS submits any order relating to that service. This responsibility includes using best efforts in obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable SWBT retail tariff requirements.

3.4.2.3 If the indicator described in Section 3.4.2.1 is not present on the CSR for the End User's current retail account with SWBT, or if the applicant does not currently have local telephone service, ALPHEUS is responsible for using best efforts in ensuring that the End User is eligible for any LifeLine or Link-Up service in accordance with applicable SWBT retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.5 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the “Resale” category and in accordance with state specific Commission requirements.

3.5.1 Promotions on Telecommunications Services are available to ALPHEUS for resale. A wholesale discount will be applied to those promotions of ninety-one (91) days or more.

3.6 ALPHEUS shall not use a resold service to avoid the rates, terms and conditions of SWBT-TX’s corresponding retail tariff(s).

3.7 ALPHEUS shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that ALPHEUS may permit its End Users to use resold local exchange telephone service to

access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate SWBT-TX federal and applicable state tariff(s), may apply to each local exchange line furnished to ALPHEUS under this Appendix for resale.

3.9 To the extent allowable by law, ALPHEUS shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to ALPHEUS for resale. ALPHEUS shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 SWBT-TX shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. ALPHEUS shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by SWBT-TX as the incumbent local exchange carrier.

3.11 When an End User converts existing service to ALPHEUS resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the “OTHER (Resale)” category, listed as "conversion charges," and are applied per billable telephone number.

3.11.1 When an End User(s) subscribes to ALPHEUS resold service, recurring charges for the service shall apply at the appropriate wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the Texas Public Utility Commission.

3.11.2 When ALPHEUS converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. ALPHEUS will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading “Resale;” no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading “OTHER (Resale).”

3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on SWBT-TX's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

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

3.12 If ALPHEUS is in violation of any provision of this Appendix, SWBT-TX will notify ALPHEUS of the violation in writing. Such notice shall refer to the specific provision being violated. ALPHEUS will have thirty (30) calendar days to correct the violation and notify SWBT-TX in writing that the violation has been corrected. SWBT-TX will bill CLEC a sum equal (i) the charges that would have been billed by SWBT-TX to ALPHEUS or any Third Party but for the stated violation. Should ALPHEUS dispute the stated violation, ALPHEUS must notify SWBT-TX in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from SWBT-TX and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by ALPHEUS of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 SWBT-TX's services are not available at wholesale rates to ALPHEUS for its own use or for the use of any of ALPHEUS' affiliates and/or subsidiaries or the use of ALPHEUS' parent or any affiliate and/or subsidiary of ALPHEUS' parent company, if any.

3.14 Resale of Customer Specific Pricing Contracts:

3.14.1 ALPHEUS may convert current SWBT-TX End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within Texas, and

3.14.2 SWBT-TX and any other reseller of SWBT-TX local service may convert current ALPHEUS End User(s) that have existing CSP Contracts for services offered within Texas.

3.14.3 In the event of a conversion under either Section 3.13.1 or 3.13.2, ALPHEUS and SWBT-TX shall comply with all of the terms and conditions set forth in Sections 3.13.4 and 3.13.5.

3.14.4 Responsibilities of ALPHEUS in connection with CSP Contract Conversions.

3.14.4.1 ALPHEUS shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail, SWBT-TX or resold End User CSP Contract at the time of conversion.

3.14.4.2 ALPHEUS may assume the CSP Contract at the 5.62% wholesale discount permissible under applicable law for customer specific pricing plan contracts and 8.04% for tariffed volume and term contracts.

3.14.4.3 ALPHEUS shall not charge ALPHEUS' End User termination liability when an existing CSP contract between ALPHEUS and its End User is converted to SWBT-TX or any other local service provider reselling SWBT-TX local service.

3.14.4.4 If another reseller of SWBT-TX local service converts a current ALPHEUS End User(s) that has an existing CSP Contract, it is ALPHEUS' responsibility to address assumption of the CSP contact and termination liability with the other reseller. ALPHEUS agrees that SWBT-TX has no responsibilities in such a situation, and ALPHEUS further agrees that it will not make any Claim against SWBT-TX in connection with any conversion by another reseller of SWBT-TX local service of any ALPHEUS End User(s) that has an existing CSP contract.

3.15.5 Responsibilities of SWBT-TX in connection with CSP Contract Conversions:

3.15.5.1 SWBT-TX will not charge its retail End User termination liability when an existing CSP contract is assumed and converted to ALPHEUS for resale.

4. ANCILLARY SERVICES

4.1 Payphone Services

4.1.1 ALPHEUS may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by ALPHEUS by means of reselling SWBT-TX's services offered pursuant to the appropriate payphone section(s) of SWBT-TX's Texas tariff(s) are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered SWBT-TX to compensate PSP customers of ALPHEUS that resell SWBT-TX's services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

4.1.2 The Parties desire that SWBT-TX satisfy the obligation to pay Payphone Compensation to PSPs that are customers of ALPHEUS by paying the Payphone Compensation to ALPHEUS, who will then forward the Payphone Compensation directly to the PSPs.

4.1.3 SWBT-TX will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. SWBT-TX will pay Payphone Compensation to ALPHEUS for:

4.1.3.1 IntraLATA subscriber 800 calls for which SWBT-TX provides the 800 service to the subscriber and carries the call; and

4.1.4 SWBT-TX will not pay any Payphone Compensation for non-sent paid calls, unless otherwise required under governing law.

4.1.5 SWBT-TX will pay ALPHEUS the Payphone Compensation due to ALPHEUS' PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for

which Payphone Compensation is due were made ("Compensation Close Date"). However, payment may be made within sixty (60) calendar days after the Compensation Close Date if SWBT-TX deems it necessary to investigate a call or calls for possible fraud.

4.1.6 SWBT-TX will make payment of any Payphone Compensation due to ALPHEUS under this Appendix by crediting ALPHEUS' bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. SWBT-TX will not issue a check to ALPHEUS if the credit for Payphone Compensation exceeds the balance due to SWBT-TX on the bill.

4.1.7 ALPHEUS represents and warrants that the only SWBT-TX services that ALPHEUS will make available to PSPs as Payphone Lines are the payphone services that SWBT-TX offers pursuant to the appropriate payphone section(s) of SWBT-TX's state specific tariff(s) applicable in each state covered by this Appendix.

4.2 Suspension of Service

4.2.1 ALPHEUS may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

4.2.2 SWBT-TX will offer ALPHEUS local service provider initiated suspension service for ALPHEUS' purposes at the associated SWBT-TX state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.

4.2.2.1 ALPHEUS shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoration of service to each of its End Users.

4.2.2.2 Should ALPHEUS suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, ALPHEUS shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

4.2.2.3 Should ALPHEUS suspend service for one of its End Users and subsequently issue a restoration order, ALPHEUS shall be charged the state specific tariff rate for the restoration plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. USE OF AT&T BRAND

5.1 Except where otherwise required by law, ALPHEUS shall not, without SWBT-TX's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT-TX or its Affiliates, nor shall ALPHEUS state or imply that there is any joint business association or similar arrangement with SWBT-TX in the provision of Telecommunications Services to ALPHEUS' customers.

6. RESPONSIBILITIES OF SWBT-TX

6.1 SWBT-TX shall allow ALPHEUS to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. SWBT-TX shall provide interface specifications for electronic access for these functions to ALPHEUS. However, ALPHEUS shall be responsible for modifying and connecting any of its systems with SWBT-TX-provided interfaces, as outlined in Appendix OSS.

6.2 SWBT-TX shall implement ALPHEUS service orders within the same time intervals SWBT-TX uses to implement service orders for similar services for its own End Users.

6.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by SWBT-TX from time to time. ALPHEUS agrees to abide by the procedures contained therein.

6.3 ALPHEUS will have the ability to report trouble for its End Users to the appropriate SWBT-TX trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. ALPHEUS will be assigned customer contact center(s) when initial service agreements are made. ALPHEUS End Users calling SWBT-TX will be referred to ALPHEUS at the number provided by ALPHEUS. Nothing herein shall be interpreted to authorize ALPHEUS to repair, maintain, or in any way touch SWBT-TX's network facilities, including those on End User premises.

6.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line as amended by SWBT-TX from time to time. ALPHEUS agree to abide by the procedures contained therein.

6.4 SWBT-TX will provide ALPHEUS with detailed billing information necessary for ALPHEUS to issue bill(s) to its End User(s). ALPHEUS has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should ALPHEUS elect to subscribe to the DUF, ALPHEUS agrees to pay SWBT-TX the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."

6.5 SWBT-TX shall make Telecommunications Services that SWBT-TX provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and applicable law. SWBT-TX will notify ALPHEUS of any changes in the terms and conditions under which SWBT-TX offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.

6.5.1 SWBT-TX will make such notification as described in Section 17 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to ALPHEUS for resale shall advise ALPHEUS of the category in which such new service shall be placed, and the appropriate discount shall apply to the new service.

6.6 ALPHEUS' End User's activation of Call Trace shall be handled by the SWBT-TX operations centers responsible for handling such requests. SWBT-TX shall notify ALPHEUS of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of ALPHEUS' End Users (whether that End User is the victim or the suspect) will be coordinated through ALPHEUS.

6.6.1 ALPHEUS acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace)

only billing number and address information shall be provided. It shall be ALPHEUS' responsibility to provide additional information necessary for any police investigation.

6.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, ALPHEUS shall indemnify SWBT-TX against any Claim that insufficient information led to inadequate prosecution.

6.6.2 SWBT-TX shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

7. RESPONSIBILITIES OF ALPHEUS

7.1 Prior to submitting an order under this Appendix, ALPHEUS 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. SWBT-TX shall abide by the same applicable laws and regulations.

7.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User provides proper notification to SWBT-TX or ALPHEUS that the End User requests local exchange service from that provider, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in an FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed and the provider shall not process a change in local service providers until such authorization is received by the current provider of record.

7.2.1 SWBT-TX shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. ALPHEUS shall make any such authorization it has obtained available to each other upon request and at no charge.

7.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, SWBT-TX is free to reclaim the

facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

7.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party.

7.5 Should SWBT-TX receive an order from ALPHEUS for services under this Appendix, and SWBT-TX is currently providing the same services to another local service provider for the same End User, ALPHEUS agrees that SWBT-TX may notify the local service provider from whom the End User is being converted of ALPHEUS' order coincident with or following processing ALPHEUS' order. It shall then be the responsibility of the former local service provider of record and ALPHEUS to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from SWBT-TX.

7.5.1 If SWBT-TX receives an order from another local service provider to convert services for an End User for whom ALPHEUS is the current local service provider of record, and if ALPHEUS already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then SWBT-TX shall notify ALPHEUS of such order coincident with or following processing such order. It shall be the responsibility of ALPHEUS and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from SWBT-TX.

7.5.2 On no less than sixty (60) calendar days advance written notice, ALPHEUS may, at its option, subscribe to the LDR. SWBT-TX will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number "WTN"), and terminal number of all End Users who have disconnected ALPHEUS' service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. ALPHEUS shall pay SWBT-TX for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." ALPHEUS agrees that SWBT-TX may change the per WTN charge, at SWBT-TX's sole discretion, so long as SWBT-TX provides ALPHEUS no less than thirty (30) calendar days notice prior to any change in the per WTN charge.

SWBT-TX grants to ALPHEUS a non-exclusive right to use the LDR information provided by SWBT-TX. ALPHEUS will not permit anyone but its duly authorized employees or agents to inspect or use this information.

7.6 ALPHEUS is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at ALPHEUS' location and its End Users' service locations; provided, however, ALPHEUS shall not be responsible for payment of charges for any retail services furnished by SWBT-TX directly to End Users and billed by SWBT-TX directly to End Users.

7.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by SWBT-TX for billing to resold End User accounts will be returned as unbillable and will not be passed to ALPHEUS for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by SWBT-TX.

7.7 SWBT-TX shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by ALPHEUS. All applicable rates and charges for services provided to ALPHEUS under this Appendix will be billed directly to ALPHEUS and shall be the responsibility of ALPHEUS; provided, however, that ALPHEUS shall not be responsible for payment of charges for any retail services furnished by SWBT-TX directly to End Users and billed by SWBT-TX directly to End Users.

7.7.1 Charges billed to ALPHEUS for services provided under this Appendix shall be paid by ALPHEUS regardless of ALPHEUS' ability or inability to collect from its End Users for such services.

7.8 If ALPHEUS 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 ALPHEUS to order the appropriate toll restriction or blocking on lines resold to End Users. ALPHEUS acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. ALPHEUS 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.

7.9 ALPHEUS shall be responsible for modifying and connecting any of its systems with SWBT-provided interfaces as described in this Appendix and Appendix OSS.

7.10 ALPHEUS shall be responsible for providing to its End Users and to SWBT-TX a telephone number or numbers that ALPHEUS' End Users may use to contact ALPHEUS in the event that the End User desires a repair/service call.

7.10.1 In the event that ALPHEUS' End Users contact SWBT-TX with regard to repair requests, SWBT-TX shall inform such End Users to call ALPHEUS and shall convey no other information than ALPHEUS' contact number.

7.11 ALPHEUS acknowledges and agrees that, in the event ALPHEUS makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, ALPHEUS shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

7.12 ALPHEUS will provide non-binding forecasts to SWBT-TX every January and July using the SWBT-TX network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on ALPHEUS' best estimates and will include all resale products ALPHEUS will be ordering within the forecast period.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX SS7

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APPENDIX SS7
APPENDIX FOR THE PROVISION OF SS7 SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS"). CCS/SS7 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.

2. SERVICE DESCRIPTION

2.1 SS7 Transport

2.1.1 SS7 as defined in this Appendix, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access, or SS7 Access as defined below, outlines the requirements for interLATA signaling.

2.1.2 SS7 Transport provides for the routing and screening of SS7 messages from an SWBT-TX pair of STPs (i.e., a mated pair) to another SWBT-TX pair of STPs. The screening of messages provides for ALPHEUS designation of signaling points associated with the CLEC and controls which messages may be allowed by the SWBT-TX STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

2.1.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SWBT-TX's STP.

2.2 Dedicated Signaling Links

2.2.1 Dedicated Signaling Links provide interconnection to SWBT-TX's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between ALPHEUS STPs or switches and the SWBT-TX STP mated pair. The ALPHEUS designated Signaling Points of Interconnection (SPOI) are at SWBT-TX's STP, a SWBT-TX serving wire center or are collocated in a SWBT-TX wire center. The links are fully dedicated to ALPHEUS' use and provide the screening and routing usage for the SWBT-TX STP to which the link is connected. Dedicated Signaling Links are available to ALPHEUS for its use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.3 Dedicated Signaling Links include the following elements:

2.3.1 SS7 Link Cross Connect

2.3.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SWBT-TX STP building and connects the STP Port Termination to the ALPHEUS SPOI.

2.3.2 STP Port Termination

2.3.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an SWBT-TX STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SWBT-TX STP.

2.3.3 STP Access Link

2.3.3.1 The STP Access Link provides a 56-kilobit per second digital facility when ALPHEUS requires an interoffice facility to connect from the ALPHEUS SPOI to the STP building location.

2.4 ALPHEUS shall provide the portion of the signaling link from the ALPHEUS premises within the LATA to the SWBT-TX STP location or the ALPHEUS SPOI. ALPHEUS shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.5 ALPHEUS shall identify to SWBT-TX the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SWBT-TX shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

2.6 When ALPHEUS uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, ALPHEUS acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

2.7 Dedicated Signaling Links are subject to SWBT-TX compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and SWBT-TX Technical Publication, TP76638. Each individual set of links from an ALPHEUS switch to a SWBT-TX STP will require a pre ordering meeting to exchange information and schedule testing for certification by SWBT-TX.

2.8 Dedicated Signaling Links Technical Requirements

2.8.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

2.8.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

2.8.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

2.8.2 When ALPHEUS provides its own switch or STP, ALPHEUS will provide DS1 (1.544 Mbps) interfaces at the ALPHEUS-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through ALPHEUS purchase of SWBT-TX dedicated transport facilities, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

2.8.3 In each LATA in which ALPHEUS desires Dedicated Signaling Links for interconnection to the SWBT-TX SS7 Signaling Network, ALPHEUS must purchase dedicated signaling links to each STP of a mated pair of STPs.

2.8.4 ALPHEUS assumes the responsibility to ensure diverse routing of ALPHEUS signaling links from an ALPHEUS switch to an ALPHEUS SPOI. SWBT-TX will provide ALPHEUS with the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be available.

2.8.5 When ALPHEUS requests that SWBT-TX add a Signaling Point Code (SPC), ALPHEUS will identify to WBT-TX the SPCs associated with the ALPHEUS set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix PRICING UNE – Schedule of Prices, "Point Code Addition".

2.8.6 ALPHEUS will notify SWBT-TX in writing thirty (30) days in advance of any material change in ALPHEUS' use of such SS7 signaling network, including but not limited to any change in ALPHEUS SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.9 Signaling Transfer Points (STPs)

2.9.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.9.2 Use of the STP routes signaling traffic generated by action of ALPHEUS to the appropriate destination in a manner defined by SWBT-TX's signaling network, excluding messages to and from a SWBT-TX local switching unbundled network element. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with an ALPHEUS set of links will be routed to ALPHEUS.

2.9.3 SS7 Transport will apply to SS7 messages transported on behalf of ALPHEUS from a SWBT-TX designated STP pair to a SWBT-TX STP pair located in a different LATA in the same State. The rate, per octet, will apply to octets comprising ISUP and TCAP messages.

2.9.4 In such instance as ALPHEUS utilizes SWBT-TX's Local Switching Network Element, ALPHEUS does not separately order SS7 signaling under this method. ALPHEUS will be charged for the use of the SWBT-TX SS7 signaling on a per call basis.

2.10 STP Technical Requirements

2.10.1 STPs will provide signaling connectivity to the following network elements connected to the SWBT-TX SS7 network: SWBT-TX Local Switching or Tandem Switching; SWBT-TX Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

2.10.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by ALPHEUS at the SWBT-TX STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. ALPHEUS may specify screening parameters so as to allow transient messages to cross the SWBT-TX SS7 Network. The Parties will identify to each other the GTT type information for message routing as necessary. ALPHEUS will pay a non-recurring charge when ALPHEUS requests that SWBT-TX add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 Interface Requirements

2.12.1 SWBT-TX will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 ALPHEUS will designate the SPOI for each link. ALPHEUS will provide a DS1 or higher rate transport interface at each SPOI.

2.12.3 SWBT-TX will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SWBT-TX STPs.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 ALPHEUS shall use SS7 Transport subject to the screening and routing information of the SWBT-TX STPs. SWBT-TX shall provide information to ALPHEUS on the routes and signaling point codes served by the SWBT-TX STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the SWBT-TX "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SWBT-TX "regional" STP pair to another SWBT-TX STP pair.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which SWBT-TX has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SWBT-TX does establish a route to a signaling point in a mated pair of

STPs, the route may not be available to other SWBT-TX pairs of STPs, until ordered. When SWBT-TX or ALPHEUS, pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SWBT-TX signaling network pursuant to the standard requirements of the SS7 protocol.

3.3 Disputes concerning the association of a signaling point among specific link sets associated with a SWBT-TX mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

3.4 Dedicated Signaling Links

3.4.1 ALPHEUS shall designate the signaling points and signaling point codes associated with ALPHEUS. ALPHEUS shall provide such information to SWBT-TX as necessary to allow SWBT-TX to translate SWBT-TX STPs. The information shall define the screening and routing information for the signaling point codes of ALPHEUS and may include global title address, translation type and subsystem designations as needed.

3.4.2 Signaling links from SWBT-TX mated pairs of STPs shall connect to ALPHEUS premises (including collocation locations) within the same LATA. A set of links can be either:

3.4.2.1 "A" Link Sets from ALPHEUS' Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

3.4.2.2 "B" Link Sets from ALPHEUS' STPs that are connected to SWBT-TX's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of “D” links.)

3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc.(NECA) Tariff FCC No. 4.

3.4.4 A pre-order meeting will define the SWBT-TX facility availability and the degree of diversity in both the SWBT-TX physical network and the ALPHEUS physical network from signaling point to signaling point for the link.

3.4.5 When ALPHEUS requires a STP Access Link, ALPHEUS and SWBT-TX shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

3.4.6 All applicable signaling point codes for each signaling link must be installed at each of SWBT-TX's interconnecting STPs.

3.4.7 Call set-up times may be adversely affected when ALPHEUS, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SWBT-TX makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SWBT-TX signaling points.

3.4.8 Provisioning of the SS7 Service is in accordance with SWBT-TX TP76638.

3.5 Use of the STP

3.5.1 When ALPHEUS orders SWBT-TX unbundled Local Switching, the use of the STP shall apply. No order or provisioning by ALPHEUS is needed. The SWBT-TX Local Switch will use the SWBT-TX SS7 signaling network.

4. RESPONSIBILITIES OF SWBT-TX

4.1 SWBT-TX shall manage the network and, in its reasonable discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SWBT-TX or ALPHEUS facilities, natural disasters, mass calling or national security demands.

4.2 SWBT-TX shall determine the GTT route for messages routed to GTT, which are associated with SWBT-TX signaling points.

4.3 SWBT-TX shall define regional functions and local functions of its STPs. SWBT-TX will route ISUP messages within the SWBT-TX signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

4.4 SWBT-TX shall route messages generated by the action of ALPHEUS throughout the SWBT-TX signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. SWBT-TX will not use any information within messages for any purpose not

required by or related to the use of the SWBT-TX signaling network. SWBT-TX will not divulge any message or any part of messages generated by ALPHEUS to any other party, except as required to manage the SWBT-TX signaling network or as may be required by law.

5. RESPONSIBILITIES OF ALPHEUS

5.1 ALPHEUS shall provision any necessary signaling links at ALPHEUS' premises and from ALPHEUS' premises to SWBT-TX's STP location in a diverse, reliable and technically feasible manner. In such event, ALPHEUS shall identify to SWBT-TX the SPC(s) associated with the ALPHEUS set of links.

5.2 ALPHEUS shall identify to SWBT-TX relevant GTT information for messages that route to ALPHEUS.

5.3 When routing messages addressed to a SWBT-TX Subsystem Number (SSN), ALPHEUS shall use the SWBT-TX defined SSN designation of the SWBT-TX mated STP pair to which the message is routed.

5.4 ALPHEUS shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT-TX signaling network.

5.5 ALPHEUS shall furnish to SWBT-TX, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SWBT-TX shall only utilize the forecast in its own efforts to project further facility requirements.

5.6 ALPHEUS shall inform SWBT-TX in writing thirty (30) days in advance of any change in ALPHEUS' use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by ALPHEUS to be forwarded to SWBT-TX's network. ALPHEUS shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. BONAFIDE REQUEST PROCESS

6.1 Any request for SS7 service not addressed within this Appendix may be submitted to SWBT-TX via the Bonafide Request ("BFR") process set forth in Appendix UNE.

7. DESCRIPTION OF RATE ELEMENTS SWBT-TX

7.1 The following rate elements apply to SWBT-TX SS7 Service:

7.2 SS7 Transport

7.2.1 SS7 Transport shall be measured per octet of information screened and routed.

7.2.2 ALPHEUS shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional SWBT-TX STP pair. A usage rate applies per octet generated by action of ALPHEUS.

7.3 Dedicated Signaling Links

7.3.1 SS7 Link Cross Connect

7.3.1.1 ALPHEUS shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis.

7.3.2 STP Port Termination

7.3.2.1 ALPHEUS shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the SWBT-TX STP. One STP Port Termination must be installed at SWBT-TX's interconnecting STP for each Dedicated Signaling Link.

7.3.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

7.3.3 STP Access Link

7.3.3.1 ALPHEUS shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month.

7.4 Signaling Point Code Addition

7.4.1 ALPHEUS shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a SWBT-TX STP. ALPHEUS shall pay a nonrecurring charge per SPC established at each STP.

7.5 Global Title Translation (GTT) Addition

7.5.1 ALPHEUS shall pay the GTT Addition rate element for the establishment of ALPHEUS' GTA, translation type or subsystem information in the SWBT-TX STP translations. ALPHEUS shall pay a nonrecurring charge per GTT established at each STP.

7.6 Use of the STP Per Call

7.6.1 ALPHEUS shall pay the Use of the STP Per Call rate element for Use of the SWBT-TX STP. The rate shall apply for each call originated by ALPHEUS subscribers using the SWBT-TX Local Switching Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

7.6.2 The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when ALPHEUS uses the SWBT-TX Local Switching network element.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

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 AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS"). SWBT-TX will provide ALPHEUS 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 SWBT-TX and located in Texas.

ARTICLE 1: RESERVED

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 ALPHEUS shall have access to SWBT-TX's poles, ducts, conduits, and rights-of-way. SWBT-TX shall provide ALPHEUS 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 and applicable law. 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 ALPHEUS from having such additional access to SWBT-TX's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between ALPHEUS and SWBT-TX relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Appendix does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

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

3.02 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy stand which connects the anchor to the pole.

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

3.04 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by another telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. Except as otherwise specifically provided in this Appendix, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Article 8 of this Appendix.

3.05 Authorized contractor. "Authorized contractors" are contractors selected by ALPHEUS who may, subject to ALPHEUS' direction and control, perform facilities modification or make-ready work, which would ordinarily be performed by SWBT-TX or persons acting on SWBT-TX's behalf. As used in this Appendix, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on ALPHEUS' behalf or other contractors who may be selected by ALPHEUS to perform work on ALPHEUS' behalf without SWBT-TX's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by ALPHEUS and SWBT-TX to perform one or more of the following tasks within a specified SWBT-TX construction district: (a) installation of those sections of ALPHEUS' ducts or facilities which connect to SWBT-TX's 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 SWBT-TX 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 SWBT-TX construction district constitute approval of such authorized contractor for the area served by a different SWBT-TX 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 SWBT-TX construction districts in which the work is to be performed. AT&T and SWBT-TX have previously entered into three stipulations (Stipulations AT&T 59, 60, and 66) expressly permitting AT&T to perform activities which may be

performed by an authorized contractor and providing for the parties to make lists of contractors mutually determined by the parties to be qualified to perform such activities. These stipulations have been made a part of the Arbitration Award in Texas PUC Docket No. 16226 and shall be effective as between SWBT-TX and ALPHEUS. In accordance with these stipulations, ALPHEUS shall be considered to be an authorized contractor for all tasks specified in this section as tasks which may be performed by an authorized contractor.

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 SWBT-TX, 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 SWBT-TX 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 SWBT-TX's poles or placed in SWBT-TX's ducts, conduits, or rights-of-way.

3.08 Conduit. The term "conduit" refers all SWBT-TX 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 SWBT-TX, 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 SWBT-TX structures (such as huts and cabinets) which branch off from SWBT-TX's conduit.

3.09 Conduit occupancy. The terms "conduit occupancy" refers to the presence of wire, cable, optical conductors, or other equipment within any part of SWBT-TX's 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 SWBT-TX and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT-TX structures (such as huts and cabinets) which branch off from SWBT-TX's conduit.

3.11 Construction District. The term "construction district" refers to the SWBT-TX 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, applicable rules and regulations, as well as any relevant state and federal commission orders.

3.13 Duct. The term "duct" refers to all SWBT-TX 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 SWBT-TX 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 ALPHEUS

EXHIBIT III: Administrative Forms and Notices

SW-9433: Pole Attachments

SW-9434: Access Application and Make-Ready Authorization Work

SW-9435: Conduit Occupancy

SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee

SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by ALPHEUS

SW-9436C: Notification of Unauthorized Attachments by ALPHEUS

EXHIBIT IV: Insurance Requirements

EXHIBIT V: Nondisclosure Agreement

EXHIBIT VII: Notices to SWBT-TX

EXHIBIT VIII: Identification of Utility Liaison Supervisor (ULS)

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

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

3.17 First Interconnection Order. The term "First Interconnection Order" refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

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

3.19 Intentionally left blank.

3.20 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.

3.21 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.

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

3.23 License. The term "license" refers to a written instrument confirming that SWBT-TX has afforded ALPHEUS or another joint user access to specific space on or within a pole, duct, conduit, or right-of-way owned or controlled by SWBT-TX in accordance with applicable federal and state laws and regulations. The term "license" includes licenses issued by SWBT-

TX pursuant to this Appendix and may, if the context requires, refer to licenses issued by SWBT-TX prior to the date of this Appendix.

3.24 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 SWBT-TX.

3.25 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 SWBT-TX and joint users (including ALPHEUS) 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 SWBT-TX, ALPHEUS, 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 SWBT-TX 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, SWBT-TX 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 an SWBT-TX manhole to customer premises. Maintenance ducts shall not be considered "available" (as defined in Section 3.06) for assignment to SWBT-TX, ALPHEUS, or joint users for purposes other than short-term use as contemplated in this section; provided, however, that SWBT-TX 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 SWBT-TX's 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.

3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SWBT-TX's poles, ducts, conduits, and rights-of-way and related facilities for the requested occupancy or attachment of ALPHEUS' facilities. Make-ready work does not include the actual installation of ALPHEUS' 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 ALPHEUS' facilities (as contrasted from work performed on SWBT-TX's behalf in furtherance of SWBT-TX's own business needs, or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of SWBT-TX's facilities (including, but not limited to, conduits, ducts, handholes and manholes), consolidating services into fewer cables, 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 ALPHEUS' facilities.

3.27 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 SWBT-TX and does not include cables and other telecommunications equipment located within manhole structures.

3.28 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.

3.29 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.

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

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

3.32 Pole. The term "pole" refers to all SWBT-TX 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 SWBT-TX and does not include cables and other telecommunications equipment attached to pole structures.

3.33 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 SWBT-TX. The term "pole attachment" includes all such facilities attached to or supported by a SWBT-TX 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, ALPHEUS' 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.

3.34 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.

3.35 Pre-license survey. The term "pre-license survey" refers to work and activities performed or to be performed by SWBT-TX or by persons acting on SWBT-TX's 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 ALPHEUS' application;

(b) confirming or determining the extent, if any, to which modifications to SWBT-TX's poles, ducts, conduits, or rights-of-way are required to accommodate ALPHEUS' facilities;

(c) confirming or determining what make-ready work, if any, will be required to prepare SWBT-TX's poles, ducts, conduits, or rights-of-way to accommodate ALPHEUS' facilities; and

(d) estimating the costs, if any, that ALPHEUS will be required to pay for any such make-ready work or facilities modifications.

3.36 Pre-occupancy survey. The term "pre-occupancy survey" refers to work and activities performed or to be performed by ALPHEUS or persons acting on behalf of ALPHEUS for the primary purpose of enabling ALPHEUS to determine:

(a) whether SWBT-TX's poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for ALPHEUS intended use;

(b) the extent, if any, to which modifications of SWBT-TX's poles, ducts, conduits, or rights-of-way will be proposed by ALPHEUS to expand the capacity of SWBT-TX's poles, ducts, conduits, or rights-of-way to accommodate ALPHEUS' facilities; and

(c) what make-ready work, if any, is required to prepare the poles, conduits, or conduit system to accommodate ALPHEUS' facilities.

3.37 Primary point of contact. The term "primary point of contact" refers to the persons designated by ALPHEUS and SWBT-TX, respectively, to coordinate arrangements for ALPHEUS' access to SWBT-TX's poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. SWBT-TX's designated primary point of contact shall be the Utility Liaison Supervisor, unless the parties have agreed that such function is to be performed by a designated account representative who will serve as an intermediary between ALPHEUS and the Utility Liaison Supervisor.

3.38 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 SWBT-TX 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 SWBT-TX 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 SWBT-TX's facilities.

3.39 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.

3.40 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."

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

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

3.43 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."

3.44 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.

3.45 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 ALPHEUS and SWBT-TX).

3.46 Utility Liaison Supervisor ("ULS"). The terms "Utility Liaison Supervisor" and "ULS" refer to the person or persons designated by SWBT-TX to be responsible for handling and processing requests for access to SWBT-TX's poles, ducts, conduits, and rights-of-way in Texas. 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 ALPHEUS' single point of contact for arranging access to SWBT-TX's poles, ducts, conduits, and rights-of-way and access to SWBT-TX's records relating to SWBT-TX's poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for this State is identified in EXHIBIT VIII.

3.47 Vault. The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, SWBT-TX's 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, applicable rules and regulations, or state and federal commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements.

3.48 "Vicinity of ...." When used in terms such as "vicinity of SWBT-TX's conduit system," "vicinity of SWBT-TX's poles," "vicinity of SWBT-TX's rights-of-way," or "vicinity of SWBT-TX's poles, ducts, conduits, or rights-of-way," the term "vicinity of..." includes sites on, within, near to, surrounding, or adjoining SWBT-TX's 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 SWBT-TX 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 SWBT-TX poles, ducts, conduits, and rights-of-way located within Texas, 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. Unless otherwise agreed upon between the parties, 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 SWBT-TX's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in ALPHEUS any right, title, or interest in or to any real or personal property owned by SWBT-TX, and the placement of ALPHEUS' facilities on or in SWBT-TX's poles, ducts, conduits and rights-of-way shall not create or vest in SWBT-TX any right, title, or interest in such facilities.

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

(a) SWBT-TX shall give ALPHEUS 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 ALPHEUS has attached or placed facilities pursuant to this Appendix or (2) with respect to which ALPHEUS 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 SWBT-TX or to any entity which acquires or succeeds to ownership of substantially all of SWBT-TX's assets shall be subject to ALPHEUS' rights under this Appendix and licenses subject to this Appendix.

4.04 No Effect on SWBT-TX's 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 SWBT-TX's rights to:

(a) locate, relocate, move, replace, modify, maintain, and operate its own facilities (including but not limited to SWBT-TX's poles, ducts, conduits and rights-of-way, and any of SWBT-TX's facilities attached thereto or located therein) at any time and in any manner which SWBT-TX 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 SWBT-TX's 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 ALPHEUS' pole attachment, right-of-way, or conduit occupancy use rights provided pursuant to this Appendix.

4.05 No Effect on ALPHEUS' Rights to Manage its Own Facilities. This Appendix shall not be construed as limiting or interfering with ALPHEUS' 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. SWBT-TX and ALPHEUS agree that neither party has the right to restrict or interfere with the other party's access to public rights-of-way. SWBT-TX and ALPHEUS 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 SWBT-TX. SWBT-TX and ALPHEUS 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 SWBT-TX. 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 ALPHEUS for ingress, egress, or other access to any sites where SWBT-TX's solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of SWBT-TX's solely or partly owned or controlled conduit system are located, but only to the extent, if any, that SWBT-TX has the legal authority to grant such access and use. SWBT-TX 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. SWBT-TX agrees that it shall place no restrictions on ALPHEUS' ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those SWBT-TX places on itself.

(a) Although SWBT-TX shall afford access to rights-of-way owned or controlled by it and permit ALPHEUS to utilize SWBT-TX's rights-of-way to the extent that SWBT-TX has legal authority to do so, ALPHEUS acknowledges that SWBT-TX may not own or control certain rights-of-way to the extent necessary to permit ALPHEUS 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) ALPHEUS shall first attempt to obtain right-of-way directly from the property owner.

(2) If SWBT-TX has legal authority to permit access by ALPHEUS to a right-of-way on third-party property, SWBT-TX will provide ALPHEUS with nondiscriminatory access to use of the right-of-way.

(3) If ALPHEUS is unable to obtain access to a right-of-way under paragraphs (1) or (2) above, and if ALPHEUS has the right of eminent domain under state law, ALPHEUS shall independently attempt to obtain the right-of-way it seeks through the exercise of that right.

(4) If ALPHEUS is unable to obtain access to a right-of-way under paragraphs (1), (2), and (3) above, ALPHEUS will request in writing that SWBT-TX exercise its right of eminent domain to condemn the right-of-way for ALPHEUS' use and SWBT-TX shall respond to ALPHEUS' written request within 45 days. SWBT-TX shall exercise its right of eminent domain on ALPHEUS' behalf only if permitted to do so under applicable law, and only if ALPHEUS agrees to bear all costs and expenses, including but not limited to legal fees arising out of or in connection with the condemnation proceedings.

(b) SWBT-TX and ALPHEUS 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. SWBT-TX will provide ALPHEUS 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. SWBT-TX will place no restrictions on access to such rights-of-way that are more restrictive than those SWBT-TX 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, applicable rule or regulation, and applicable state or federal commission order, if any, granting ALPHEUS access to such structures.

ARTICLE 6: SPECIFICATIONS

6.01 Compliance with Requirements, Specifications, and Standards. ALPHEUS agrees that ALPHEUS' facilities attached to SWBT-TX's 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 SWBT-TX's Poles, Ducts, and Conduits. The parties shall each design their facilities to minimize the need for the parties to access SWBT-TX's poles, ducts, and conduits.

6.03 Infrequent Construction Techniques and Connectivity Solutions.Unless precluded by documented engineering criteria or written guidelines SWBT-TX applied to itself as of January 1, 1996, consistent with considerations of safety, reliability, and or engineering practices SWBT-TX agrees to permit ALPHEUS 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 SWBT-TX's conduit systems. ALPHEUS 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. SWBT-TX and ALPHEUS agree that the following standards equally apply to either party with respect to facilities attached to or placed in SWBT-TX's poles, ducts, conduits, and rights-of-way and further agree that facilities shall be placed, constructed, maintained, repaired, and removed in accordance with, current (as of the date when such work is performed) editions of the following publications:

(a) the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

(b) the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and

(c) the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").

6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01-6.04 above, facilities placed in SWBT-TX's 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 SWBT-TX's conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in SWBT-TX's 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 correct the problem, either by removing the facility, or otherwise initiating good faith efforts with the complaining party or joint user to resolve the issue.

(b) Facilities placed in SWBT-TX's conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.

(c) Facilities placed in SWBT-TX's 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 SWBT-TX's conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.

(e) Coaxial cable placed in SWBT-TX's 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) ALPHEUS shall not circumvent the corrosion mitigation measures of SWBT-TX or joint users.

6.06 Additional Physical Design Specifications: Conduit. Facilities placed in SWBT-TX's 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 ALPHEUS' facilities shall enter SWBT-TX's conduit system at locations consistent with the physical design specifications that SWBT-TX 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 SWBT-TX's conduit or ducts.

(c) The integrity of SWBT-TX's conduit system and overall safety of personnel require that "dielectric cable" be used within SWBT-TX's 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, SWBT-TX 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 SWBT-TX's own business purposes and to accommodate ALPHEUS and other joint users; provided, however, that SWBT-TX shall not be required to install inner duct in anticipation of potential future requests for access by ALPHEUS 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 ALPHEUS' conduit to SWBT-TX's conduit system:

(a) ALPHEUS 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 SWBT-TX's 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 ALPHEUS or qualified personnel acting on ALPHEUS' 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 ALPHEUS' duct or facility physically connects with SWBT-TX's manhole the section of ALPHEUS' facility which connects to SWBT-TX's manhole shall be installed by SWBT-TX or its contractor at ALPHEUS' expense (which shall be SWBT-TX's actual costs or the price charged SWBT-TX by the contractor). SWBT-TX will perform this work in an interval consistent with the intervals SWBT-TX performs work for itself. If SWBT-TX's interval for beginning or completing this work does not meet ALPHEUS' needs, ALPHEUS as an authorized contractor may negotiate with SWBT-TX in good faith for a different beginning or completion interval, perform the work itself, or use subcontractor(s) selected by ALPHEUS from a list of mutually agreeable qualified "bidders" developed by SWBT-TX and ALPHEUS.

(d) SWBT-TX will have the option to monitor the entrance and exit of ALPHEUS' facilities into SWBT-TX's conduit system and the physical placement of ALPHEUS' facilities in SWBT-TX's conduit system. Notice requirements for, and expenses associated with, this monitoring are addressed in Section 6.11 of this Appendix.

(e) If ALPHEUS constructs or utilizes a duct connected to SWBT-TX's conduit system, the duct and all connections between that duct and SWBT-TX's conduit system shall be sealed to prevent the entry of gases or liquids into SWBT-TX's conduit system. If ALPHEUS' 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 SWBT-TX's conduit system.

6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety. The parties contemplate that ALPHEUS, its contractors, and other persons acting on its behalf will perform work for ALPHEUS on, within, and in the vicinity of SWBT-TX's 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 SWBT-TX, ALPHEUS and joint users, to protect the health and safety of persons working on, within, or in the vicinity of SWBT-TX's 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 SWBT-TX's poles or in the vicinity of SWBT-TX's poles, or enter SWBT-TX's manholes or work within or in the vicinity of SWBT-TX's 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 SWBT-TX's 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 SWBT-TX's conduit system) are sufficiently safe for the work to be performed. If ALPHEUS or any person acting on ALPHEUS' 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, ALPHEUS shall notify SWBT-TX of the condition of the pole or conduit system in question and shall not proceed with the work until ALPHEUS 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 SWBT-TX's poles, ducts, conduits, or rights-of-way.

(d) When ALPHEUS or personnel performing work on its behalf are working on, within, or in the vicinity of SWBT-TX's 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, ALPHEUS and all personnel performing work on ALPHEUS' behalf shall follow procedures which ALPHEUS deems appropriate for the protection of persons and property. ALPHEUS 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. ALPHEUS or its designated contractor will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. ALPHEUS and its contractors shall have sole responsibility for the safety of all personnel performing work on ALPHEUS' 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 SWBT-TX's 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) ALPHEUS shall promptly suspend activities on, within, or in the vicinity of SWBT-TX's poles, ducts, or conduits, if notified by SWBT-TX that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). ALPHEUS shall not resume such activities on or in the vicinity of SWBT-TX's poles until ALPHEUS 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 SWBT-TX's conduit system until both ALPHEUS and SWBT-TX are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that SWBT-TX requires ALPHEUS to suspend work activities and it is later determined that there was no reasonable basis for the work suspension, SWBT-TX agrees to compensate ALPHEUS for the cost resulting from the delay.

(g) All personnel acting on ALPHEUS' behalf shall, while working on or in SWBT-TX's poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any SWBT-TX employee or representative, produce such identification.

(h) ALPHEUS (and any person acting on ALPHEUS' behalf) may report unsafe conditions on, within, or in the vicinity of SWBT-TX's poles or conduit system to SWBT-TX.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of SWBT-TX's Conduit Systems. When SWBT-TX or ALPHEUS, their contractors, and other persons acting on their behalf perform work on, within, or in the vicinity of SWBT-TX's 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, ALPHEUS shall not "rod" or clear any duct or inner duct in SWBT-TX's conduit system other than a duct or inner duct assigned to ALPHEUS. Following the assignment of a specific duct or inner duct to ALPHEUS, ALPHEUS may request that SWBT-TX rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, SWBT-TX shall assign to ALPHEUS the next available duct or inner duct. ALPHEUS request for assignment of the next available duct shall be in writing, may be transmitted to SWBT-TX 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 SWBT-TX's own personnel.

(b) Personnel performing work within SWBT-TX's 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 SWBT-TX's conduit system.

(c) Personnel performing work within or in the vicinity of SWBT-TX's 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 ALPHEUS' facilities shall be firmly secured and supported in accordance with Bellcore and/or any applicable construction standards adopted by SWBT-TX and applicable to SWBT-TX's own facilities.

(e) ALPHEUS' facilities shall be plainly identified with ALPHEUS' name in each manhole with a firmly affixed permanent tag that meets the identification standards set by SWBT-TX 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 ALPHEUS or personnel performing work on ALPHEUS' behalf within or in the vicinity of SWBT-TX's conduit system shall be of a type approved by SWBT-TX and included on SWBT-TX's then-current list of approved types of leak-detection liquids and devices; provided, however, that ALPHEUS may use any type of leak detection liquid or device which meets Bellcore's published standards if SWBT-TX has not provided ALPHEUS SWBT-TX's list of approved types of leak detection liquids or devices at least 60 days in advance of ALPHEUS' work.

(i) ALPHEUS and its contractors shall be responsible for providing proper ventilation while work is being performed in SWBT-TX's conduit system on ALPHEUS' 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 ALPHEUS, will be provided by ALPHEUS. Only explosion-proof lighting fixtures shall be used.

(l) Neither SWBT-TX nor ALPHEUS nor personnel performing work on its behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in

SWBT-TX's conduit system (including any manhole) during work operations performed within or in the vicinity of SWBT-TX's 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 SWBT-TX and/or included on SWBT-TX's then-current list of approved types of cable lubricants; provided, however, that ALPHEUS may use any type of cable lubricant which meets Bellcore's published standards or any applicable industry standard if SWBT-TX has not provided ALPHEUS SWBT-TX's list of approved types of cable lubricants at least 60 calendar days in advance of ALPHEUS' work.

6.11 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of SWBT-TX's manholes and access to SWBT-TX's conduit system.

(a) ALPHEUS will notify SWBT-TX not less than 48 hours in advance before entering SWBT-TX's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed. As a courtesy, ALPHEUS shall, when feasible, provide SWBT-TX with 10 working days advance notice before entering SWBT-TX's conduit system.

(b) An authorized employee or representative of SWBT-TX may be present at any time when ALPHEUS or personnel acting on ALPHEUS' behalf enter or perform work within SWBT-TX's manhole.

(c) The parties contemplate that ALPHEUS may need to perform operations in SWBT-TX's 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, ALPHEUS shall notify SWBT-TX as soon as is reasonably possible of its intent to enter and perform work in the conduit system and SWBT-TX shall not, without due cause and justification, insist on literal compliance with the scheduling requirements of subsection (a) in such circumstances. SWBT-TX will establish procedures enabling SWBT-TX to receive notices from ALPHEUS under this subsection 24 hours a day, seven days a week.

(d) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.

(e) Where ALPHEUS personnel, certified based on industry standards, perform installation, maintenance and similar routine work at SWBT-TX sites, SWBT-TX may, at its option, send one or more employees to review such work. ALPHEUS and SWBT-TX shall share the cost of a single SWBT-TX employee reviewing the work during emergency and non-emergency situations. SWBT-TX will not be compensated by ALPHEUS for any additional employees reviewing the work. The SWBT-TX employees assigned for review and inspection of ALPHEUS personnel work must be available during all normal business hours for such assignments to minimize inconvenience to ALPHEUS. If the work at SWBT-TX sites is performed by a contractor agreed upon by ALPHEUS and SWBT-TX, SWBT-TX shall be responsible for the costs of its employees sent to inspect the contractor's work. However, if the ALPHEUS personnel perform work at the site of an interconnection point where the participation of SWBT-TX personnel is integral for the successful completion of the work, ALPHEUS is responsible for paying the costs of SWBT-TX personnel reasonably needed for such work.

6.12 OSHA Compliance. Each party agrees:

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

6.13 Environmental Contaminants in SWBT-TX's Conduit System. ALPHEUS acknowledges that, from time to time, environmental contaminants may enter SWBT-TX's conduit system and accumulate in manholes or other conduit facilities.

(a) ALPHEUS 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 ALPHEUS as ALPHEUS may deem necessary to determine the presence at such sites of environmental contaminants. SWBT-TX will assist ALPHEUS, at ALPHEUS' request, in the performance of such inspections and tests.

(b) SWBT-TX makes no representations to ALPHEUS or personnel performing work on ALPHEUS' behalf that SWBT-TX's 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 SWBT-TX's conduit system or any other site subject to access under this Appendix, ALPHEUS or personnel acting on ALPHEUS' 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 ALPHEUS in the sole judgement of such party such environmental contaminants could create any 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. ALPHEUS and SWBT-TX agree to comply with the following provisions relating to compliance with environmental laws and regulations.

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

6.16Responsibility 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 SWBT-TX's 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 ALPHEUS' applications for access to SWBT-TX's 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, SWBT-TX's 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 ALPHEUS of Suitability and Availability. ALPHEUS shall make its own, independent assessment of the suitability of SWBT-TX's poles, ducts, conduits, and rights-of-way for ALPHEUS' intended purposes.

7.03 Access to Records Relating to SWBT-TX's Poles, Ducts, Conduits, and Rights-of-Way. This section establishes procedures through which certain records and information relating to SWBT-TX's poles, ducts, conduits, and rights-of-way will be made available to ALPHEUS. Access to such records and information shall beconditioned on ALPHEUS' execution of a nondisclosure agreement equivalent in substance to the Nondisclosure Agreement (SWBT-TX 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 ALPHEUS' behalf shall be granted access to such records and information without first signing such a nondisclosure agreement. ALPHEUS shall reimburse SWBT-TX for all reasonable costs incurred by SWBT-TX in granting ALPHEUS' requests for access to records and information under this section.

(a) ALPHEUS shall, after the effective date of this Appendix, have reasonable access to (1) SWBT-TX's pole and conduit maps and records, (2) SWBT-TX's cable plat maps, and, (3) in addition, other SWBT-TX plant location records recording or logging assignments of pole, duct, and conduit space. ALPHEUS 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 SWBT-TX shall make such maps and records available for inspection by ALPHEUS on two business days notice; provided, however, that ALPHEUS shall, as a courtesy, whenever feasible, provide SWBT-TX 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 ALPHEUS' expense, except for cable plat maps, which shall be made available

for inspection only. 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 other cable-specific or customer-specific information, ALPHEUS copies, notes, or drawings may include only such information as needed for bona fide engineering and construction purposes (e.g.,–proposing cable consolidations and identifying plant discrepancies) and not for sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. ALPHEUS' 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 SWBT-TX's poles, ducts, conduits, and rights-of-way for ALPHEUS' intended uses.

SWBT-TX shall provide ALPHEUS the best information available from SWBT-TX's current pole and conduit maps and records, cable plat maps, and other outside plant and construction records. SWBT-TX 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 SWBT-TX's 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 ALPHEUS' facilities or that the pole, duct, or conduit depicted is suitable for ALPHEUS' intended use.

7.04 Pre-Occupancy Inspection of Poles, Ducts, Conduits, and Rights-of-Way. ALPHEUS 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, SWBT-TX shall permit ALPHEUS to view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude ALPHEUS from visually

inspecting SWBT-TX's poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to ALPHEUS without SWBT-TX's permission.

(b) ALPHEUS shall not enter any SWBT-TX 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. SWBT-TX must allow ALPHEUS to select the space ALPHEUS will occupy on poles or in conduit systems based upon the same criteria SWBT-TX applies to itself and must provide ALPHEUS information about the network guidelines and engineering protocols used by SWBT-TX in determining the placement of facilities on poles and in conduits. In conduit systems owned or controlled by SWBT-TX, maintenance ducts (as defined in Section 3.25) shall not be considered available for ALPHEUS' 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 SWBT-TX, ALPHEUS, and third parties entitled to access under the Pole Attachment Act.

8.02 Pole, Duct, and Conduit Space Assignments. Pole, duct, and conduit space selected by ALPHEUS will be assigned to ALPHEUS as provided in this section. Information received by SWBT-TX in connection with this section shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).

(a) On receipt of ALPHEUS' application for a pole attachment or conduit occupancy license pole, duct, and conduit space selected by ALPHEUS shall be assigned to ALPHEUS 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 SWBT-TX records. If such space has been provisionally assigned to ALPHEUS as authorized below in subsection (b), the 12-month pre-occupancy assignment period will begin on the date the provisional assignment is recorded in SWBT-TX's records or the date of SWBT-TX's receipt of ALPHEUS' notice of intent to occupy under subsection (b), whichever date first occurs.

(b) SWBT-TX shall, within 60 calendar days after the effective date of this Appendix, adopt interim procedures which will enable pole, duct, and conduit space to be provisionally assigned to ALPHEUS and other applicants prior to the submission of formal applications required pursuant to Section 9.02 of this Appendix. Where indicated below, the interim procedures shall apply, on a nondiscriminatory basis, to the assignment of space to SWBT-TX as well as to ALPHEUS and other applicants. SWBT-TX may, on 60 calendar days advance notice to ALPHEUS, revise such interim procedures if such procedures prove to

be unworkable, in which event ALPHEUS may challenge SWBT-TX's decision to revise such interim procedures in accordance with procedures available to ALPHEUS under applicable federal and state laws and regulations. The procedures shall enable ALPHEUS and other applicants, by written notice, to advise SWBT-TX of their intent to occupy unassigned space which appears, from SWBT-TX's records, to be available for assignment. Upon receipt of such notice, SWBT-TX shall date-and time-stamp the notice and provisionally assign the space selected by ALPHEUS or such other applicant by logging and recording the assignment (and date and time of assignment) in the appropriate SWBT-TX records, which records will be available for inspection as provided in Section 7.03 of this Appendix. Space provisionally assigned to ALPHEUS or such other applicant shall not be available for assignment to any other person or entity, including SWBT-TX. Notwithstanding such provisional assignment, ALPHEUS shall not occupy such space without first obtaining a license. The following additional requirements shall apply.

(1) Before giving SWBT-TX a notice of its intent to occupy unassigned space, ALPHEUS shall make a good faith determination that it actually plans to occupy such space. The assignment process shall not be used by either party for the purpose of holding or reserving space which such party does not plan to use or for the purpose of precluding SWBT-TX or any other person or entity from utilizing or having access to SWBT-TX's poles, ducts, conduits, or rights-of-way.

(2) With respect to unassigned conduit occupancy space, the notice must include all information required to enable SWBT-TX and joint users, including other persons or entities which may from time to time seek space in the same ducts and conduits, to determine the specific space which ALPHEUS desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(i) the specific conduit sections, and each manhole, to be occupied;

(ii) the number of ducts, and number of inner ducts, to be occupied by ALPHEUS within each conduit section;

(iii) the physical size (diameter) of the cables to be placed in such duct, if known, or the maximum and minimum sizes of the cables which may be placed if more than one size cable is being considered for the space to be occupied;

(iv) the anticipated use by ALPHEUS of any infrequent construction techniques and connectivity solutions authorized under Section 6.03 to avoid high or unusual expenditures;

(v) ALPHEUS' best estimates of the dates when ALPHEUS plans to begin and complete construction at the sites specified in the notice; and

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

(3) With respect to unassigned pole space, such notice must include all information required to enable SWBT-TX and other joint users, including other persons or entities seeking space on the same poles, to determine the specific space which ALPHEUS desires to occupy. The notice must, therefore, include, at a minimum, the following information:

(i) the specific poles to be occupied;

(ii) the specific space on each pole to be occupied, including the height (distance from the ground) of the attachment and the side (road or field) where the attachment is to be made;

(iii) the anticipated number and types of cables to be attached, together with the anticipated physical size (diameter) and weight (weight per foot) of such cables, and the anticipated number and types of strands, if any, to be used to support the cables, such information to be sufficient to give notice to SWBT-TX and other joint users of the remaining space on the pole available and what facilities modification, capacity expansion, or make-ready work may be required of subsequent applicants as a result of the provisional assignment of space to ALPHEUS;

(iv) the anticipated use by ALPHEUS of any infrequent construction techniques and connectivity solutions authorized under Section 6.03 to avoid high or unusual expenditures;

(v) ALPHEUS' best estimates of the dates when ALPHEUS plans to begin and complete construction at the sites specified in the notice; and

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

(4) No later than 30 days after giving such notice, ALPHEUS shall file an application under Section 9.02 or the provisional assignment shall lapse.

(5) As stated in Section 7.03(b), SWBT-TX does not represent that its records accurately reflect the information necessary to enable ALPHEUS to rely upon a records-based assignment process. SWBT-TX shall have no duty to verify that space provisionally assigned pursuant to this subsection is actually available until ALPHEUS has formally applied for the space and SWBT-TX has completed the pre-license survey.

(c) Assignments made prior to the issuance of a license shall be provisional assignments and shall be subject to modification if it is subsequently determined that the space selected by ALPHEUS is already occupied or that a different assignment is required to comply with SWBT-TX's standards for assigning pole, duct, and conduit occupancy space.

(d) ALPHEUS' 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 SWBT-TX records.

(e) During the 12-month assignment period following the date space is assigned to ALPHEUS and entered into the appropriate SWBT-TX record, SWBT-TX shall not occupy or use such space without ALPHEUS' permission, shall not assign such space to any party other than ALPHEUS, and shall not knowingly permit any party other than ALPHEUS to occupy or use such space without ALPHEUS' permission except as otherwise specifically provided in this Appendix.

(f) SWBT-TX may assign space to itself by making appropriate entries in the same records used to log assignments to ALPHEUS and third parties.

(g) If facilities modifications, capacity expansions, or other make-ready work are required due to the assignment of space to ALPHEUS or SWBT-TX 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.

(h) Except as provided in subsections (e)-(f) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables ALPHEUS, SWBT-TX, or any joint user to preclude access by others to unused pole attachment or conduit occupancy space.

(i) At ALPHEUS' election, ALPHEUS may file an application for access which specifically requests that the space sought by ALPHEUS not be assigned to ALPHEUS immediately and not be recorded immediately in the SWBT-TX

records available for inspection by other telecommunications carriers, cable television systems, or other providers of telecommunications services under Section 7.03 of this Appendix. In that event, the space sought by ALPHEUS will not be assigned to ALPHEUS and will remain available for assignment to others without restriction until such time as such space is formally assigned to ALPHEUS in accordance with ALPHEUS' written instructions and the assignment is recorded in the records available for inspection under Section 7.03. The assignment shall be made no later than the date of issuance to ALPHEUS of a license confirming that ALPHEUS has the right to occupy the space described in the license. In the event that ALPHEUS elects to proceed under this subsection, ALPHEUS' obligation to pay pole attachment and conduit occupancy fees shall not commence until the date the assignment is recorded in the appropriate SWBT-TX records.

8.03 Immediate Occupancy. This section implements the stipulation (Stipulation AT&T 62, made a part of the Arbitration Award in Texas PUC Docket No. 16226) that SWBT-TX "make available to ALPHEUS 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 stipulations (Stipulations AT&T 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. SWBT-TX shall make available to ALPHEUS 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 stipulations (Stipulations AT&T 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. SWBT-TX shall, within 60 calendar days after the effective date of this Appendix, adopt interim procedures which will provide ALPHEUS the ability to attach or place facilities on or in SWBT-TX's poles, ducts, conduits, and rights-of-way on an immediate basis when such space is available for ALPHEUS' use and no make-ready work or infrequent construction techniques or connectivity solutions are required. SWBT-TX may, on 60 calendar days advance written notice to ALPHEUS, revise such interim procedures if they prove to be unworkable, in which event ALPHEUS may, at its election, seek renegotiation of this Appendix or challenge SWBT-TX's decision in accordance with procedures available to ALPHEUS 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 SWBT-TX the notice required by this subsection, ALPHEUS may immediately occupy space assigned or provisionally assigned to ALPHEUS 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. ALPHEUS shall not give such notice or occupy such space without first reviewing SWBT-TX's records and determining that the records reflect that the space sought is available.

(b) ALPHEUS shall not occupy space, which has not been assigned or provisionally assigned to ALPHEUS. The assignment must be recorded on the appropriate SWBT-TX records, as provided in Section 8.02, prior to ALPHEUS' occupancy. If ALPHEUS subsequently determines that the records are inaccurate and that the space assigned to ALPHEUS is not available, or that the space assigned is not suitable for ALPHEUS' intended use, ALPHEUS shall, within one business day, notify SWBT-TX 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, ALPHEUS 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 ALPHEUS will occupy. To avoid high or unusual expenditures resulting from unanticipated conditions at the site, ALPHEUS may occupy space not assigned to ALPHEUS subject to the following terms and conditions.

(1) ALPHEUS may occupy the next available space shown on SWBT-TX's records as available at the time of ALPHEUS' last review of the records. ALPHEUS shall not knowingly occupy space occupied by or assigned to SWBT-TX 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, ALPHEUS shall submit to SWBT-TX a written notice of intent to occupy or an application for the space occupied showing the reason for ALPHEUS' use of the space occupied.

(3) ALPHEUS shall bear the risk that space occupied by ALPHEUS pursuant to this section was assigned to SWBT-TX or a third party during the period between ALPHEUS last review of the records and ALPHEUS' occupancy of such space. After occupying space not previously assigned to ALPHEUS, ALPHEUS shall review the records and promptly notify the affected party if ALPHEUS determines that it has occupied space assigned to such party. At the request of the party to whom such space has been assigned, ALPHEUS 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. SWBT-TX and ALPHEUS 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) SWBT-TX shall be entitled to recover from ALPHEUS actual costs, if any, directly incurred by SWBT-TX as a result of ALPHEUS' decision under this subsection to occupy space subject to a valid prior assignment to SWBT-TX.

(c) Nothing in this section authorizes ALPHEUS to place its facilities on or in any pole, duct, or conduit space already occupied by the facilities of SWBT-TX or a third party, even if the presence of such facilities is not reflected on SWBT-TX's records.

(d) Nothing in this section authorizes ALPHEUS, without first obtaining SWBT-TX's 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 ALPHEUS), or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.

(e) If ALPHEUS has not done so already, within 24 hours after occupying space pursuant to this section, ALPHEUS will submit to SWBT-TX an application for the space occupied as provided in Section 9.02 of this Appendix. The application may be submitted by fax.

ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS

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

9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Appendix, ALPHEUS shall submit to SWBT-TX two signed copies of the appropriate application forms. SWBT-TX represents that the forms specified in subsections (a) and (b) are forms in use prior to the effective date of this Appendix and that SWBT-TX 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. SWBT-TX reserves the right to change the format and content of these forms upon 60 days written notice to ALPHEUS.

(a) To apply for a pole attachment license, ALPHEUS shall submit to SWBT-TX two signed copies of SWBT-TX's Form 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 SWBT-TX until these forms have been submitted to SWBT-TX;

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, ALPHEUS shall submit to SWBT-TX two signed copies of SWBT-TX's 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 SWBT-TX until these forms have been submitted to SWBT-TX; 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 ALPHEUS' proposed route to or within which ALPHEUS desires to attach or place its facilities;

(2) a description of the facilities to be attached to SWBT-TX's poles and a description of the facilities to be placed within each component of SWBT-TX's 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 ALPHEUS until SWBT-TX has received ALPHEUS' written instruction to make such assignment or issued a license authorizing ALPHEUS to occupy the space requested; and

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

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

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

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

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

(e) When it appears to ALPHEUS that facilities modification, capacity expansion, or make-ready work, may be required to accommodate ALPHEUS' access requests, ALPHEUS shall describe the facilities modification, capacity expansion or make-ready work which ALPHEUS proposes. ALPHEUS 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) ALPHEUS acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SWBT-TX, that it may be necessary for SWBT-TX to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate ALPHEUS' request for access to SWBT-TX's poles and that, at the time an application is submitted, it may be difficult for ALPHEUS to determine with certainty whether a particular pole is owned or controlled by SWBT-TX or by another entity. Accordingly, the application shall, to the extent feasible, identify all poles utilized by SWBT-TX (without regard to ownership) along the proposed route.

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

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by ALPHEUS and other parties seeking access to SWBT-TX's poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between SWBT-TX's personnel and personnel acting on behalf of ALPHEUS 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 SWBT-TX's poles, ducts, conduits, and rights-of-way, ALPHEUS 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 ALPHEUS does not plan to use or for the purpose of precluding SWBT-TX or any other provider of telecommunications services from using such poles, ducts, conduits, or rights-of-way.

(b) ALPHEUS 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 ALPHEUS' needs. If ALPHEUS 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 SWBT-TX construction district, ALPHEUS shall give SWBT-TX advance notice as promptly as is reasonably practicable.

(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 ALPHEUS' Priorities. When ALPHEUS has multiple applications on file within a single SWBT-TX construction district, ALPHEUS shall, at SWBT-TX's 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 SWBT-TX after ALPHEUS has submitted its written license application as specified in Section 9.02 of this Appendix. SWBT-TX will not, without due cause and justification, repeat pre-occupancy survey work performed by ALPHEUS.

(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 SWBT-TX or its authorized representative. Primary purposes of the field inspection will be to enable SWBT-TX to: (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate ALPHEUS' facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SWBT-TX's poles, ducts, conduits, rights-of-way, and associated facilities for ALPHEUS' proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work. SWBT-TX may dispense with the field inspection if it

appears that the information necessary to process ALPHEUS' license application is already available from existing sources, including the application forms and such other information as may be available to SWBT-TX. If ALPHEUS has occupied the space requested before the issuance of a license, a post-installation inspection of ALPHEUS' facilities may be performed, in place of the field inspection portion of the pre-license survey, to determine whether such facilities are in compliance with the specifications of Article 6 and other provisions of this Appendix. In performing such inspection, SWBT-TX will not, without due cause and justification, repeat pre-occupancy survey work performed by ALPHEUS.

(b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by SWBT-TX.

(c) Before performing any portion of the pre-license survey, SWBT-TX shall obtain ALPHEUS' 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 calendar days of ALPHEUS' 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, SWBT-TX shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if SWBT-TX personnel involved in the processing of ALPHEUS' request for access become aware of hazardous substances at the site requested by ALPHEUS, SWBT-TX shall promptly advise ALPHEUS and shall, at ALPHEUS' request, discuss alternatives to denial and issues associated with the presence of such hazardous substances.

(a) If access is granted, SWBT-TX shall, no later than 45 calendar days after ALPHEUS' submission of the license application, further advise ALPHEUS in writing: (1) what facilities modifications, capacity expansions, or make-ready work, if any, will be required to prepare SWBT-TX's pole or conduit facilities, (2) provide ALPHEUS an estimate of charges for such facilities modifications, capacity expansions or make-ready work, and (3) disclose to ALPHEUS any hazardous substances known or suspected by SWBT-TX to be present at the site.

(b) If access is denied, SWBT-TX will confirm the denial in writing by the 45th calendar day after the receipt by SWBT-TX of ALPHEUS' 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 ALPHEUS in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.

(c) ALPHEUS agrees that if, at any time prior to the 45th calendar day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, ALPHEUS shall promptly withdraw or amend its application, thereby minimizing the administrative burdens on SWBT-TX of processing and responding to the application.

(d) Notwithstanding the 45 calendar day deadline, SWBT-TX will, pursuant to Section 8.03 of this Appendix, make available to ALPHEUS 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 SWBT-TX records to be maintained by SWBT-TX but which will be made available for viewing by ALPHEUS on two business days notice as provided in Section 7.03 of this Appendix. ALPHEUS will bear all risks resulting from the possibility that space which appears from the records to be availableis not in suitable condition to be used by ALPHEUS.

(e) If SWBT-TX fails to respond in writing within 30 calendar days of SWBT-TX's 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, ALPHEUS may by written notice inquire whether SWBT-TX intends to deny ALPHEUS' request for access. After such notice has been given and receipt by SWBT-TX of a properly submitted license application has been confirmed, SWBT-TX's failure to respond in writing within 15 calendar days after receipt of the notice shall be deemed to constitute approval of the request for access. In such event, ALPHEUS shall be entitled to occupy the space requested without the formality of a license; provided, however, that nothing contained in this subsection shall authorize ALPHEUS to occupy space already occupied or subject to a prior valid space assignment to SWBT-TX or any third-party; and provided further that nothing in this subsection authorizes ALPHEUS, without first obtaining SWBT-TX's 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 ALPHEUS), 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 SWBT-TX may grant access subject to ALPHEUS' approval of such make-ready

work or facilities modifications as may be required to expand capacity to accommodate ALPHEUS' request, in which event ALPHEUS shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If SWBT-TX does not offer to expand capacity and denies ALPHEUS' request for access, SWBT-TX shall promptly notify ALPHEUS of such determination. SWBT-TX shall not deny ALPHEUS' 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) SWBT-TX agrees to modify its outside plant facilities to the extent that ALPHEUS 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 SWBT-TX would apply to SWBT-TX if the work were performed for its own benefit. SWBT-TX may recover from ALPHEUS the costs incurred by SWBT-TX of modifying its outside plant facilities for ALPHEUS' space. SWBT-TX may not require payment of the full amount in advance. ALPHEUS will pay half of the contractors' costs after 50% completion of work, and the remainder at completion. To facilitate the sharing of costs by all parties benefiting from the modification, SWBT-TX will establish a methodology whereby ALPHEUS will be reimbursed on a pro rata basis for any portion of the facility later used by SWBT-TX and other telecommunications providers, including, but not limited to, telecommunications carriers and cable television systems.

(b) SWBT-TX agrees, at its own expense, to install inner duct in a timely manner to accommodate ALPHEUS' space needs in accordance with the same time interval SWBT-TX provides to itself. If SWBT-TX's interval for beginning or completing make-ready work does not meet ALPHEUS' needs, ALPHEUS, as a qualified contractor, may perform the inner-duct installation itself or utilize subcontractor(s) selected by ALPHEUS from a list of mutually agreeable qualified "bidders" developed by SWBT-TX and ALPHEUS. When inner duct is installed by ALPHEUS or an authorized contractor in SWBT-TX's conduit system, SWBT-TX shall provide the inner-ducting materials to be installed and ALPHEUS shall bear all other installation expenses. ALPHEUS shall give SWBT-TX sufficient advance notice of the materials needed to enable SWBT-TX to provide such materials to ALPHEUS on a timely basis. ALPHEUS shall return all unused materials, including unused inner duct and reels, to SWBT-TX or purchase them from SWBT-TX. Inner duct installed by ALPHEUS 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 SWBT-TX or SWBT-TX's contractors. ALPHEUS will indemnify SWBT-TX for damages, resulting from contractors, or by any other applicable industry standard.

(c) SWBT-TX agrees to, remove cables at its expense that are retired or inactive (dead) to free-up requested duct and pole space, to the extent 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, ALPHEUS, at its option, may excavate the obstruction or request that SWBT-TX excavate the obstruction. The excavation and removal of the remainder of the cable would be at SWBT-TX's expense.

10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If, on the basis of ALPHEUS' representations or SWBT-TX's field inspection, if any, SWBT-TX determines that no make-ready work is necessary to accommodate ALPHEUS' facilities, SWBT-TX will issue a license without performing make-ready work and pole attachment or conduit occupancy space will be made available to ALPHEUS 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 SWBT-TX or by contractors, subcontractors, or other persons acting on SWBT-TX's behalf and shall be performed by SWBT-TX in accordance with the same time intervals which would be applicable if SWBT-TX were performing the work for itself.

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

(b) If SWBT-TX's interval for beginning or completing make-ready work does not meet ALPHEUS' needs, ALPHEUS 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 ALPHEUS from the applicable list of authorized contractors. Subject to the availability of personnel, ALPHEUS may also request that SWBT-TX perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless ALPHEUS 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, subcontractors or other vendors may be approved by ALPHEUS and SWBT-TX 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 ALPHEUS, any authorized contractor selected by ALPHEUS, or any other person acting on ALPHEUS' behalf to consolidate SWBT-TX's cables.

10.05 Make-ready Work. If SWBT-TX determines that make-ready work will be necessary to accommodate ALPHEUS' facilities, SWBT-TX shall promptly notify ALPHEUS of the make-ready work proposed to enable the accommodation of ALPHEUS' facilities.

(a) The notice shall be given in writing no later than 45 calendar days after the receipt by SWBT-TX of ALPHEUS' 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 SWBT-TX's estimate of make-ready charges, which estimate shall be stated on SWBT-TX Form SW-9434 Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of EXHIBIT III.

(c) ALPHEUS shall have 20 calendar days (the "acceptance period") after receiving SWBT-TX's estimate of make-ready charges to authorize completion of the make-ready work proposed by SWBT-TX, or to advise SWBT-TX of its willingness to perform the proposed make-ready work itself. If ALPHEUS advises SWBT-TX that it is willing to perform the make-ready work proposed by SWBT-TX in accordance with a design approved by SWBT-TX, and SWBT-TX's specifications, SWBT-TX will not, without due cause and justification, refuse to accept ALPHEUS' offer to perform the work. Authorization shall be accomplished by ALPHEUS' signing the estimate and returning it to SWBT-TX within the 20 calendar day acceptance period.

(d) Within the 20 calendar 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 ALPHEUS' signing the revised estimate and returning it to SWBT-TX within the original 20 calendar day acceptance period, or within such period of time as may be mutually agreed upon by the parties.

(e) If ALPHEUS does not sign and return the estimate within the 20 calendar day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, ALPHEUS shall notify SWBT-TX in writing by the 20th day whether ALPHEUS is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c) or electing to treat SWBT-TX's make-ready requirements as a denial of access.

(1) If no such notice is given by the 20th calendar day, or such later date as may be mutually agreed upon by the parties, SWBT-TX shall contact ALPHEUS to determine whether ALPHEUS intends to withdraw its application. ALPHEUS shall be deemed to have withdrawn its application if, in response

to SWBT-TX's inquiry, ALPHEUS does not immediately sign and return the estimate to SWBT-TX.

(2) If ALPHEUS timely notifies SWBT-TX that it is electing to treat SWBT-TX's make-ready requirements as a denial of access, SWBT-TX shall, within 20 calendar days after receiving the notice, provide ALPHEUS 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 SWBT-TX's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to SWBT-TX's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for SWBT-TX's make-ready proposals and specifically address SWBT-TX's rationale for rejecting ALPHEUS' 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. ALPHEUS shall make arrangements with the owners of other facilities attached to SWBT-TX's poles or occupying space in SWBT-TX's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of ALPHEUS' facilities to or in SWBT-TX's poles, ducts, and conduits.

10.08 Reimbursement for the Creation or Use of Additional Capacity. ALPHEUS acknowledges that as a result of make-ready work performed to accommodate ALPHEUS' facilities, additional capacity may become available on SWBT-TX's poles or in its conduit system. In such event, ALPHEUS shall not have any preferential right to utilize such additional capacity in the future and shall not be entitled to any monies which may subsequently be paid to SWBT-TX for the use of such additional capacity by any joint user; provided, however, SWBT-TX must establish a methodology whereby ALPHEUS is reimbursed on a pro-rata basis for any portion of the capacity later used by SWBT-TX or another telecommunications provider, including, but not limited to, telecommunications carriers and cable television systems.

10.09 License and Attachment. After all required make-ready work is completed, SWBT-TX will issue a license confirming that ALPHEUS may attach specified facilities to SWBT-TX's poles or place specified facilities in SWBT-TX's conduit system. ALPHEUS 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 ALPHEUS' FACILITIES

11.01 Responsibility for Attaching and Placing-Facilities. Each party shall be responsible for the actual attachment of its facilities to SWBT-TX's poles and the actual placement of its facilities in SWBT-TX's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. 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 SWBT-TX's poles, ducts, conduits, and rights-of-way.

11.02 Construction Schedule. After the issuance of a license, ALPHEUS shall provide SWBT-TX with an updated construction schedule and shall thereafter keep SWBT-TX informed of anticipated changes in the construction schedule. Construction schedules received by SWBT-TX 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 ALPHEUS or personnel working on ALPHEUS' behalf will be performing construction work in connection with the attachment of ALPHEUS' facilities to SWBT-TX's poles or the placement of ALPHEUS' facilities in any part of SWBT-TX's conduit system.

ARTICLE 12: USE AND ROUTINE MAINTENANCE OF ALPHEUS FACILITIES

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

12.02 Routine Maintenance of ALPHEUS' Facilities. Each license granted under this Appendix authorizes ALPHEUS to engage in routine maintenance of facilities located on or within SWBT-TX's poles, ducts, and conduits pursuant to such license. Routine maintenance does not include the replacement or modification of ALPHEUS' facilities in any manner which

results in ALPHEUS' attachments differing substantially in size, weight, or physical characteristics from the attachments described in ALPHEUS' license.

12.03 Installation of Drive Rings and J-Hooks. ALPHEUS may install drive rings and J-hooks on SWBT-TX's 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 ALPHEUS.

(b) If attachment space has already been licensed to ALPHEUS on a given SWBT-TX pole, ALPHEUS may install drive rings and J-hooks within the space assigned to ALPHEUS (e.g., typically six inches above and six inches below ALPHEUS' point of attachment on the pole if the point of attachment is in the center of the space assigned to ALPHEUS) 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 ALPHEUS' licensed attachment space.

(c) ALPHEUS first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to ALPHEUS as provided in subsections (a) and (b) above; provided, however, that if attachment space already licensed to ALPHEUS on a given SWBT-TX pole is not adequate for ALPHEUS' drive rings or J-hooks, ALPHEUS may, when necessary, and without applying for or obtaining a new or amended license, install such drive rings and J-hooks above or below ALPHEUS' 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 ALPHEUS' licensed attachment space as provided in this subsection.

(d) If ALPHEUS has not already been licensed attachment space on a given pole, ALPHEUS 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 SWBT-TX of the attachment. Such notification shall be made on a form to be developed by SWBT-TX 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 SWBT-TX, and SWBT-TX 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 ALPHEUS 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, applicable rules and regulations, and any applicable state or federal commission orders.

(e) Notwithstanding the provisions of subsections (c)-(d) above, ALPHEUS may not install drive rings and J-hooks in space assigned to SWBT-TX or another joint user without the approval of SWBT-TX, such approval not to be unreasonably withheld, or such other joint user, and ALPHEUS 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 SWBT-TX or other joint users. If the presence of such ALPHEUS facilities in space not assigned to ALPHEUS will block or preclude the use of assigned or otherwise assignable space by SWBT-TX or other joint users, ALPHEUS shall, on SWBT-TX's request, promptly relocate the facilities in order to accommodate the facilities of other users and shall bear all expenses associated with such relocation.

(f) SWBT-TX may not install drive rings and J-hooks in space assigned to ALPHEUS without ALPHEUS approval and shall, at ALPHEUS' request, promptly relocate the facilities in order to accommodate ALPHEUS' facilities and SWBT-TX bear all expenses associated with such relocation. If SWBT-TX drive rings or J-hooks have been installed in space subsequently assigned to ALPHEUS, or if the presence of SWBT-TX drive rings or J-hooks blocks or precludes the use of otherwise assignable space on SWBT-TX's poles, SWBT-TX shall, at ALPHEUS' request, relocate such facilities, if it is feasible to do so, as make-ready work.

(g) ALPHEUS shall, at the request of SWBT-TX or another joint user, at ALPHEUS' expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on SWBT-TX's 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 SWBT-TX, ALPHEUS, 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 SWBT-TX. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SWBT-TX of such use and must either vacate the maintenance duct within 30 calendar days or, with SWBT-TX's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if 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 calendar 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 SWBT-TX's poles, ducts, conduits, and rights-of-way.

12.06 Information Concerning the Maintenance of ALPHEUS' Facilities. Promptly after the issuance of a license, ALPHEUS shall provide SWBT-TX with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of ALPHEUS' facilities and shall thereafter notify SWBT-TX of changes to such information. The manager responsible for routine maintenance of ALPHEUS' facilities shall, on SWBT-TX's request, identify any contractor, subcontractor, or other person performing maintenance activities on ALPHEUS' behalf at a specified site.

ARTICLE 13: MODIFICATION OF ALPHEUS FACILITIES

13.01 Notification of Planned Modifications. ALPHEUS shall notify SWBT-TX in writing at least 30 calendar days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole, or located in any SWBT-TX duct or conduit. The notice shall contain sufficient information to enable SWBT-TX to determine whether the proposed addition, relocation, replacement, or modification is permitted under ALPHEUS' 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 SWBT-TX's poles, ducts, or conduits, and having no effect on the ability of SWBT-TX or joint users to use or have access to SWBT-TX's 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 ALPHEUS occupy additional space on SWBT-TX's poles (except on a temporary basis in the event of an emergency);

(b) requires that ALPHEUS 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 SWBT-TX 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 ALPHEUS' 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); or

(d) requires additional holding 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. ALPHEUS 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.

13.05 Streamlined Procedures for the Issuance of Amended Licenses. SWBT-TX may streamline procedures for the issuance of amended licenses with respect to proposed additions, relocations, replacements, or modifications of ALPHEUS' facilities when it appears to SWBT-TX that the proposed additions, relocations, replacements, or modifications will not require make-ready work by SWBT-TX, will not interfere with SWBT-TX's 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 ALPHEUS' 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 ALPHEUS' Facilities at SWBT-TX's Request. ALPHEUS acknowledges that, from time to time, it may be necessary or desirable for SWBT-TX 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 SWBT-TX's own business needs or by factors outside of SWBT-TX's control, such as the decision by a municipality to widen streets or

the decision by another person or entity to seek access to SWBT-TX's poles, ducts, conduits, or rights-of-way.

(a) ALPHEUS agrees that ALPHEUS will cooperate with SWBT-TX and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by ALPHEUS 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) ALPHEUS shall make all rearrangements of its facilities within 60 calendar days after receiving written notification by SWBT-TX of the required rearrangements. SWBT-TX may request that such modification be made within a shorter period of time, in which event ALPHEUS shall not refuse to comply with such request unless the shorter time frame is impractical to ALPHEUS. In determining impracticability, 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 SWBT-TX's request to ALPHEUS;

(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 ALPHEUS from advising SWBT-TX, within 60 calendar 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 SWBT-TX's 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 SWBT-TX's 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 SWBT-TX, ALPHEUS, 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 SWBT-TX of such use and must either vacate the maintenance duct within 30 calendar days or, with SWBT-TX's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if 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 calendar days after such party occupies the maintenance duct. The parties agree not to exceed 30 calendar days' use except in unusual emergencies that may require longer than 30 calendar 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 SWBT-TX construction district, ALPHEUS shall provide SWBT-TX with the emergency contact number of ALPHEUS' designated point of contact for coordinating the handling of emergency repairs of ALPHEUS' facilities and shall thereafter notify SWBT-TX of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. ALPHEUS shall notify SWBT-TX at the earliest practicable opportunity after discovering any condition on or in any of SWBT-TX's poles, ducts, conduits, or rights-of-way requiring emergency repairs to SWBT-TX's facilities and SWBT-TX shall notify ALPHEUS at the earliest practicable opportunity after discovering any condition on or in any of SWBT-TX's poles, ducts, conduits, or rights-of-way requiring emergency repairs to ALPHEUS' 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, SWBT-TX, ALPHEUS, 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) SWBT-TX 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 SWBT-TX on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When SWBT-TX or ALPHEUS reasonably believes that, due to the condition of either party's facilities placed on, within, or in the vicinity of SWBT-TX's 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 SWBT-TX's or ALPHEUS' facilities, or SWBT-TX's or ALPHEUS' ability to meet its service obligations, SWBT-TX or ALPHEUS 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, SWBT-TX or ALPHEUS may reattach them as provided in this section but shall not be obligated to do so.

(a) Before performing any corrective work involving facilities, SWBT-TX or ALPHEUS 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, SWBT-TX or ALPHEUS 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. ALPHEUS agrees to cooperate fully with SWBT-TX when emergency pole replacements are required.

(a) When emergency pole replacements are required, SWBT-TX shall promptly make a good faith effort to contact ALPHEUS to notify ALPHEUS of the emergency and to determine whether ALPHEUS will respond to the emergency in a timely manner.

(b) If notified by SWBT-TX that an emergency exists which will require the replacement of a pole, ALPHEUS shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a SWBT-TX replacement pole, the transfer shall be in accordance with SWBT-TX's placement instructions.

(c) If ALPHEUS is unable to respond to the emergency situation immediately, ALPHEUS shall so advise SWBT-TX and thereby authorize SWBT-TX (or any joint user sharing the pole with SWBT-TX) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on ALPHEUS' behalf.

15.08 Expenses Associated with Emergency Repairs. Each party shall bear its own 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) ALPHEUS agrees to reimburse SWBT-TX for the costs incurred by SWBT-TX for work performed by SWBT-TX on ALPHEUS' behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by SWBT-TX are for work performed in part for ALPHEUS and in part for SWBT-TX and third parties, ALPHEUS shall only reimburse SWBT-TX for ALPHEUS' share of the costs.

ARTICLE 16: INSPECTION BY SWBT-TX OF ALPHEUS FACILITIES

16.01 SWBT-TX's Right to Make Periodic or Spot Inspections. SWBT-TX shall have the right, but not the duty, to make periodic or spot inspections at any time of ALPHEUS' facilities attached to SWBT-TX's poles or placed within SWBT-TX's ducts, conduits, or rights-of-way.

Such inspection may be conducted for the purpose of determining whether facilities attached to SWBT-TX's poles or placed in SWBT-TX's conduit system are in compliance with the terms of this Appendix and licenses hereunder, SWBT-TX may charge ALPHEUS for inspection expenses only if the inspection reflects that ALPHEUS is in substantial noncompliance with the terms of this Appendix. If the inspection reflects that ALPHEUS' facilities are not in compliance with the terms of this Appendix, ALPHEUS shall take action to bring its facilities into compliance promptly after being notified of such noncompliance and shall notify SWBT-TX in writing when the facilities have been brought into compliance.

16.02 Report of Inspection Results. SWBT-TX will provide ALPHEUS the results of any inspection of ALPHEUS' facilities performed under Section 16.01 of this Appendix.

ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

17.01 Facilities to Be Marked. ALPHEUS shall tag or otherwise mark all of ALPHEUS facilities placed on or in SWBT-TX's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as ALPHEUS' facilities.

17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(c) of this section, SWBT-TX may, without notice to any person or entity, remove from SWBT-TX's poles or any part of SWBT-TX's conduit system any untagged or unmarked facilities, including any such facilities owned or used by ALPHEUS, if SWBT-TX determines that such facilities are not the subject of any current license authorizing their continued attachment to SWBT-TX's poles or occupancy of SWBT-TX's conduit system and are not otherwise lawfully present on SWBT-TX's poles or in SWBT-TX's conduit system.

(a) Before removing any such untagged or unmarked facilities, SWBT-TX shall first attempt to determine whether the facilities are being used by ALPHEUS or any other firm, are authorized by any license subject to this Appendix, or are otherwise lawfully present on SWBT-TX's poles or in SWBT-TX's conduit system.

(b) SWBT-TX shall not remove untagged or unmarked facilities which are thought to be operational without first making best 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 ALPHEUS under this Appendix, or if the facilities are otherwise lawfully present on SWBT-TX's poles or in SWBT-TX's conduit system, SWBT-TX shall give written notice to ALPHEUS requesting ALPHEUS to tag or mark the facilities within 60 days and ALPHEUS shall either tag the facilities within 60-day period, advise SWBT-TX in writing of its schedule for tagging

the facilities, or notify SWBT-TX in writing that it disclaims ownership of or responsibility for the facilities. If ALPHEUS disclaims ownership of or responsibility for the facilities, ALPHEUS shall disclose to SWBT-TX the identity of the owner or other party thought by ALPHEUS to be responsible for the facilities.

17.03 Updating of Plant Location Records. ALPHEUS shall furnish SWBT-TX, upon request, with such information as may from time to time be necessary for SWBT-TX to correct and update SWBT-TX's 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 ALPHEUS' FACILITIES

18.01 Responsibility for Removing Facilities. ALPHEUS shall be responsible for and shall bear all expenses in connection with the removal of its facilities from SWBT-TX's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.

(a) ALPHEUS shall give SWBT-TX, when practicable, at least 30 calendar days' advance notice in writing of its intent to remove facilities from any part of SWBT-TX's 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) ALPHEUS shall, if requested by SWBT-TX to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by ALPHEUS.

(c) Except as otherwise agreed upon in writing by the parties, ALPHEUS must, after removing its facilities, plug all previously occupied ducts at the entrances to SWBT-TX's manholes (if SWBT-TX would itself plug the ducts under the same circumstances) in accordance with the standards set by SWBT-TX for its operations, provided that such standards have been communicated in writing to ALPHEUS at least 30 calendar days in advance of the removal of ALPHEUS' facilities.

(d) ALPHEUS 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 ALPHEUS facilities from SWBT-TX's 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 SWBT-TX's poles, ducts, conduits, or rights-of-way.

(e) When ALPHEUS no longer intends to occupy space on a pole or in a conduit ALPHEUS will provide written notification to SWBT-TX 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 ALPHEUS' facilities, the license shall terminate and the space shall be available for reassignment.

18.02 Removal of Facilities Not in Active Use. At SWBT-TX's request, ALPHEUS shall remove from SWBT-TX's poles, ducts, conduits, and rights-of-way any of ALPHEUS facilities which are no longer in active use; provided, however, that ALPHEUS shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. ALPHEUS 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. ALPHEUS 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. ALPHEUS shall not abandon any of its facilities by leaving them on SWBT-TX's poles, in SWBT-TX's ducts, conduits, or rights-of-way, at any location where they may block or obstruct access to SWBT-TX's poles or any part of SWBT-TX's conduit system, or on any public or private property (other than property owned or controlled by ALPHEUS) in the vicinity of SWBT-TX's poles, ducts, conduits, or rights-of-way.

18.03 Removal Following Termination of License. ALPHEUS shall remove its facilities from SWBT-TX's 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 SWBT-TX's poles or the placement of such facilities in SWBT-TX's ducts, conduits, conduit systems, or rights-of-way.

18.04 Removal Following Replacement of Facilities. Except as provided in Section 18.02, ALPHEUS shall remove facilities no longer in service from SWBT-TX's 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 ALPHEUS 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. ALPHEUS shall give written notice to SWBT-TX stating the date on which the removal of its facilities from SWBT-TX's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until ALPHEUS' facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Appendix, ALPHEUS has plugged all previously occupied ducts at the entrances to SWBT-TX's 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 SWBT-TX's Intent to Remove Facilities. If ALPHEUS fails to remove its facilities from SWBT-TX's poles or conduit system, in accordance with the provisions of Sections 18.01 and 18.05 of this Appendix, SWBT-TX may remove such facilities 60 days after giving ALPHEUS written notice of its intent to do so. The notice shall state:

(a) the date when SWBT-TX plans to commence removal of ALPHEUS' facilities, and that ALPHEUS may remove the facilities at ALPHEUS' sole cost and expense at any time before the date specified;

(b) SWBT-TX's plans with respect to disposition of the facilities removed; and

(c) that ALPHEUS' failure to remove the facilities or make alternative arrangements with SWBT-TX 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 SWBT-TX. If SWBT-TX removes any of ALPHEUS' facilities pursuant to this article, ALPHEUS shall reimburse SWBT-TX for SWBT-TX's costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

18.08 Reattachment or Subsequent Attachment Following Removal. After ALPHEUS' facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to SWBT-TX's poles or placed in SWBT-TX's conduit system until ALPHEUS 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. ALPHEUS agrees to provide written notice to SWBT-TX when it ceases to use facilities attached to SWBT-TX's poles or placed in any part of SWBT-TX's conduit system. Upon the giving of such notice and the removal of such facilities, ALPHEUS' license with respect to such facilities and the space occupied by those facilities shall terminate.

ARTICLE 19: RATES, FEES, CHARGES, AND BILLING

19.01 One-Time Contract Administration Fee. SWBT-TX may charge ALPHEUS a one-time contract administration fee of $125, or such other cost-based contract administration fee as shall be approved by the Texas Public Utility Commission following the filing by SWBT-TX of any required study providing cost justification for such fee. Such fee shall be assessed for work performed in the initial processing of this Appendix, and ALPHEUS agrees that such fee shall be non-refundable upon acceptance of this Appendix by SWBT-TX. The one-time contract administration fee is not a fee assessed for individual license applications under this Appendix.

19.02 Administrative Record-Keeping Fees. SWBT-TX may charge ALPHEUS such cost-based administrative record keeping fees as shall be approved by the Texas Public Utility Commission following the filing by SWBT-TX of any required study providing cost justification for such fees.

19.03 Semiannual Attachment and Occupancy Fees. SWBT-TX's semiannual fees for attachments to SWBT-TX's poles and occupancy of SWBT-TX's ducts and conduits are specified in Exhibit I. For all attachments to SWBT-TX's poles and occupancy of SWBT-TX's ducts and conduits, ALPHEUS agrees to pay SWBT-TX's semiannual charges as specified in Exhibit I.

19.04 Billing for Attachment and Occupancy Fees. Semiannual attachment and occupancy fees under this Appendix and licenses issued hereunder shall be payable in advance. Fees for pole attachments shall be based on the number of poles attachments for which licenses have been issued as of the date of billing by SWBT-TX, and shall be determined in accordance

with Section 224 of the Pole Attachment Act, and any relevant order by a state or federal commission or court of competent jurisdiction. Such charges are 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 ALPHEUS under licenses issued as of the date of billing by SWBT-TX, shall be determined in accordance with Section 224 of the Pole Attachment Act, and any relevant order by a state or federal commission or court of competent jurisdiction. Such charges set forth in Exhibit I, and shall be payable semiannually in advance. Pole attachment and conduit occupancy space assigned to ALPHEUS 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 ALPHEUS 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 ALPHEUS' facilities (in accordance with Article 18) and shall be retroactively adjusted as a credit on the next semiannual bill.

19.05 Pre-license Survey Fees. With respect to pre-license surveys conducted by SWBT-TX pursuant to Section 9.05 of this Appendix, SWBT-TX may charge ALPHEUS cost-based pre-license survey fees pursuant to such methodologies as shall be approved by the Texas Public Utility Commission following the filing of SWBT-TX of any required study providing cost justification for the imposition of pre-license survey fees.

19.06 Make-Ready Charges. ALPHEUS agrees to pay make-ready charges, if any, as specified in this section. SWBT-TX may recover from ALPHEUS the costs of make-ready work performed by SWBT-TX or persons acting on SWBT-TX's behalf. SWBT-TX may not require payment of the full amount in advance. ALPHEUS will pay half of SWBT-TX's make-ready charges after 50% completion of work, and the remainder at completion. Bills and invoices submitted by SWBT-TX to ALPHEUS for make ready charges shall be due and payable as set forth in the General Terms & Conditions.

19.06A Charges for Work Performed by SWBT-TX Employees. Except as otherwise specifically required by applicable commission orders, SWBT-TX's charges to ALPHEUS for worked performed by SWBT-TX 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 SWBT-TX's charges for work performed by SWBT-TX employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures contained in the interconnection agreement to which this Appendix is attached. Notwithstanding the execution of this Appendix, ALPHEUS shall have the right to challenge the methodology utilized by SWBT-

TX to determine hourly rates for SWBT-TX employees at any time in any forum having jurisdiction over the subject matter.

19.07 Due Date for Payment. For all fees and charges other than make ready charges, each bill or invoice submitted by SWBT-TX to ALPHEUS 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. Disputes concerning billed or invoiced amounts under this Appendix shall be resolved in accordance with the procedures set forth in the interconnection agreement to which this Appendix is attached.

ARTICLE 20
(RESERVED)

ARTICLE 21
(RESERVED)

ARTICLE 22
(RESERVED)

ARTICLE 23
(RESERVED)

ARTICLE 24: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

24.01 Termination of Appendix Due to Non-Use of Facilities. ALPHEUS shall, by written notice to SWBT-TX, terminate this Appendix if ALPHEUS ceases to do business in Texas, or ceases to make active use of SWBT-TX's poles, ducts, conduits, and rights-of-way in Texas.

24.02 Limitation, Termination, or Refusal of Access Due to Certain Material Breaches. ALPHEUS' access to SWBT-TX's poles, ducts, conduits, and rights-of-way will not materially interfere with or impair service over any facilities of SWBT-TX or any joint user, cause material damage to SWBT-TX's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SWBT-TX or any joint user, or create serious hazards to health or safety of any persons working on, within, or in the vicinity of SWBT-TX's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SWBT-TX may limit, terminate or refuse access if ALPHEUS violates this provision; provided, however, that such limitation, termination or refusal will be limited to ALPHEUS access to poles, ducts, conduits, and rights-of-way located in the SWBT-TX construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable ALPHEUS to adopt suitable controls to prevent further violations, and shall be subject to review, at ALPHEUS 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 ALPHEUS invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

24.03 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either party, the aggrieved party may give written notice of such claimed breach as provided in this section.

(a) The notice shall set forth in reasonable detail:

(1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;

(2) the action believed necessary to cure the alleged breach; and

(3) any other matter the complaining party desires to include in the notice.

(b) Except as provided in Section 24.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and: (1) the breaching party fails to cure the breach within 30 calendar days of such notice, if the breach is one which can be cured within 30 calendar 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 calendar 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 the General Terms and Conditions of this Agreement, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.

(c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

ARTICLE 25
(RESERVED)

ARTICLE 26
(RESERVED)

ARTICLE 27: CONFIDENTIALITY OF INFORMATION

27.01 Information Provided by ALPHEUS to SWBT-TX. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by ALPHEUS to SWBT-TX in connection with this Appendix (including but not limited to information submitted in connection with ALPHEUS' 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 ALPHEUS and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to ALPHEUS' review of records regarding a particular market area, or relating to assignment of space to ALPHEUS in a particular market area, and further includes knowledge or information about the timing of ALPHEUS' request for or review of records or its inquiry about SWBT-TX facilities. This article does not limit the use by SWBT-TX of aggregate information relating to the occupancy and use of SWBT-TX's poles, ducts, conduits, and rights-of-way by firms other than SWBT-TX (that is, information submitted by ALPHEUS and aggregated by SWBT-TX in a manner that does not directly or indirectly identify ALPHEUS).

27.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by ALPHEUS to SWBT-TX 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 28.03 to 28.06.

27.03 Permitted Uses of ALPHEUS' Confidential or Proprietary Information. SWBT-TX and persons acting on SWBT-TX's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize ALPHEUS' Confidential or Proprietary information only to the extent necessary to comply with the following purposes (a) posting information, as necessary, to SWBT-TX's outside plant records; (b) obligations: (a) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SWBT-TX's poles, ducts, conduits, and rights-of-way and any SWBT-TX facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (b) performing SWBT-TX's obligations under this Appendix and similar agreements with third parties; (c) Appendix; (d) performing SWBT-TX's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SWBT-TX's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SWBT-TX's own use, and making planning, engineering, construction, and budgeting decisions relating to SWBT-TX's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SWBT-TX's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

27.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to ALPHEUS may be made available to personnel of third parties seeking access to SWBT-TX's records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.03 of this Appendix.

27.05 Defense of Claims. In the event of a dispute between SWBT-TX and any person or entity, including ALPHEUS, concerning SWBT-TX's 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, SWBT-TX may utilize Confidential or Proprietary information submitted by ALPHEUS 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 SWBT-TX shall not disclose ALPHEUS' Proprietary or Confidential Information without SWBT-TX first: (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 ALPHEUS notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.

27.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SWBT-TX 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 SWBT-TX shall not disclose ALPHEUS' proprietary or confidential information without first, at SWBT-TX's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of ALPHEUS' 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 ALPHEUS notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

27.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from ALPHEUS pursuant to this Appendix are authorized or permitted without ALPHEUS' express written consent.

ARTICLE 28
(RESERVED)

ARTICLE 29
(RESERVED)

APPENDIX UNE

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(UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

*1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which Southwestern Bell Telephone, L. P. d/b/a AT&T Texas ("AT&T Texas" and/or "AT&T") agrees to furnish Alpheus Communications, L.P. ("ALPHEUS") with access to Unbundled Network Elements ("UNEs"). The terms and conditions under which AT&T will provide certain combinations of AT&T Unbundled Network Elements are defined in Section 3 ("Combinations"). For purposes permitted by the Act, ALPHEUS may obtain access to AT&T UNEs individually, or may request combinations of UNEs pursuant to the term and conditions set forth in Section 3. Subject to the provisions hereof and upon ALPHEUS' request, AT&T shall meet its combining obligations involving UNEs as and to the extent required by the Texas PUC Arbitration Award in Docket 25188, FCC rules and orders, and *Verizon Comm. Inc. v. FCC*, 535 U.S., No. 00-511, 2002 WL 970643 (May 13, 2002).

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

*1.3 The prices for Unbundled Network Elements (UNE) Combinations are made up of individual UNEs for which the price can be found in Appendix Pricing. The price of a UNE Combination shall reflect the prices of the individual UNEs that comprise the Combination. If a price of an individual UNE changes, accordingly the price of the combination will be updated. To the extent the price of specific UNEs and/or combinations of UNEs are addressed and modified by the Texas Public Utilities Commission in a subsequent rate proceeding such prices will apply and may be subject to a retroactive true-up if ordered by the Commission at the conclusion of any subsequent rate proceeding. To the extent pricing for a UNE that is a component of a UNE Combination is not provided pursuant to this Appendix and is not determined in a subsequent rate proceeding, such UNE or UNE combination will not be provided until a price is negotiated by the Parties for inclusion in this Agreement. Any combinations requested beyond the combinations listed in UNE Combinations Schedule will be submitted pursuant to the BFR process for Combinations set forth in Section 10.14 of this Agreement.

*1.4 AT&T will make the Unbundled Network Elements identified in this Agreement available and the combinations identified in Schedule UNE Combinations, available on the Effective Date of this Agreement**.**

2. TERMS AND CONDITIONS

2.1 AT&T and ALPHEUS shall agree to connect ALPHEUS' facilities with AT&T's network at any technically feasible point for access to UNEs for the provision by ALPHEUS of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 C.F.R. Section 51.305(a)(2)(vi)).

2.2 AT&T will provide ALPHEUS nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 C.F.R Section 51.307(a)):

2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 C.F.R. Section 51.307(a));

2.2.2 At rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 C.F.R. Section 51.307(a));

2.2.3 In a manner that allows ALPHEUS to provide any Telecommunications Service that can be offered by means of that UNE (Act, Section 251(c)(3); 47 C.F.R. Section 51.307 (c);

2.2.4 In a manner that allows access to the facility or functionality of a requested Unbundled Network Element to be provided separately from access to other network elements, and for a separate charge (47 C.F.R. Section 51.307(d));

2.2.5 AT&T shall provide ALPHEUS access to an unbundled network element, along with all of the unbundled network element's features, functions, and capabilities, in a manner that allows ALPHEUS to provide any telecommunications service that can be offered by means of that network element. (47 C.F.R. Section 51.307(c));

2.2.6 With technical information regarding AT&T's network facilities sufficient to allow ALPHEUS to achieve access to UNEs (47 C.F.R. Section 51.307(e));

2.2.7 Without limitations, restrictions, or requirements on requests that would impair ALPHEUS' ability to provide a Telecommunications Service in a manner it intends (47 C.F.R. Section 51.309(a));

2.2.8 In a manner that allows ALPHEUS to purchase access to UNEs in order to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 C.F.R. Section 51.309(b)); and

2.2.9 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which AT&T provides such elements to itself, any subsidiaries, any affiliates, or any other Telecommunications Carrier.

*2.2.10 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)).

2.2.11 When ALPHEUS is purchasing an Unbundled Network Element under the terms of this Appendix, AT&T will permit ALPHEUS exclusive use of that Unbundled Network Element facility for a period of time, and when ALPHEUS is purchasing access to a feature, function, or capability of a facility, AT&T will provide use of that feature, function, or capability for a period of time. ALPHEUS' purchase of access to that UNE or to the features, functions or capabilities of a UNE do not relieve AT&T's duty to maintain, repair, or replace a UNE. (47 C.F.R. § 51.309(c)).

2.3 AT&T will maintain, repair, or replace UNEs (47 C.F.R. § 51.309(c)) as provided for in this Agreement, and in parity with how AT&T provides maintenance, repair and replacement of facilities and/or services to its own retail marketing or sales organization in AT&T, any AT&T affiliate or subsidiary, or to any other party.

2.4 To the extent technically feasible, the quality of the UNE and the quality of the access to such UNE shall be at least equal to what AT&T provides itself or any subsidiary, affiliate, or other party. If AT&T fails to meet this requirement, AT&T must prove to the Commission that it is not technically feasible to provide the quality of UNE or quality of access to the UNE. (47 C.F.R. § 51.311(a), (b)).

2.5 Each Party shall be solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

2.6 The facilities used by AT&T to provide UNEs to ALPHEUS under the provisions of this Appendix shall remain the property of AT&T.

*2.7 Except upon request of ALPHEUS, AT&T shall not separate ALPHEUS-requested UNEs that are currently combined. (47 C.F.R. § 51.315(b)) AT&T is not prohibited from or otherwise limited in separating any UNEs not requested by ALPHEUS or another Telecommunications Carrier.

2.8 For xDSL capable loops shall be considered a UNE and are further governed by Appendix DSL.

2.9 For purposes of this Appendix, a "Business Day means Monday through Friday, excluding Holidays observed by AT&T.

2.10 Performance Measures outlined in Appendix Performance Measures apply to all Unbundled Network Elements herein.

2.11 Where OCn level Unbundled Network Elements are outlined herein, they shall be for both concatenated or non-concatenated elements where available.

*3. COMBINATIONS

*3.1 Consistent with the terms and conditions in this Agreement, the Act and regulations thereunder, AT&T shall offer each Unbundled Network Element individually in order to permit ALPHEUS to combine such UNEs or in combination with other Unbundled Network Elements provided by AT&T. Subject to the provisions hereof and upon ALPHEUS request, AT&T shall meet its combining obligations involving UNEs as and to the extent required by the Texas PUC Arbitration Award in Docket 25188, FCC rules and orders, and *Verizon Comm. Inc.* v. FCC, 535 U.S. ____, No. 00-511, 2002 WL 970643 (May 13, 2002). UNE Combinations to be provided under this Appendix UNE are of two basic types: "New Combinations" and "Pre-Existing Combinations." These two types of UNE Combinations are described more specifically below in Sections 3.2, 3.3 and 3.4.

3.2 <u>New Combinations Involving UNEs</u>

3.2.1 AT&T will not connect to or combine UNEs with any non-251(c)(3) or other AT&T offerings with the exception of tariffed Collocation services;

3.2.2 AT&T need not provide combinations involving network elements that do not constitute required UNEs.

3.2.3 If ALPHEUS requests a combination of Unbundled Network Elements:

a) not specified in this Agreement;
b) not included in the Schedule-UNE Combinations where ALPHEUS wants AT&T to perform the functions necessary to combine UNEs, or;
c) where ALPHEUS wants AT&T to perform the functions necessary to combine UNEs with elements possessed by ALPHEUS

and for which the Parties have not agreed on methods and procedures for pre-ordering, ordering, provisioning, maintenance, billing, and pricing, ALPHEUS shall submit a BFR (as noted in 3.10 below) to request such a combination.

*3.2.3.1 Intentionally Left Blank

*3.2.3.2 Intentionally Left Blank

*3.2.4 In the event that AT&T denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by ALPHEUS, AT&T shall provide written notice to ALPHEUS of such denial and the basis thereof. Any dispute over such denial may be addressed using the Texas Public Utilities Commission Rules for expedited dispute resolution procedures. If such dispute cannot be resolved to the mutual satisfaction of the parties, either party may initiate a proceeding before the Texas Public Utilities Commission for AT&T to prove that such denial meets one or more applicable standards for denial, including without limitation those under the, Texas PUC Arbitration Award in Docket 25188, FCC rules and orders, *Verizon Comm. Inc.,* and the Agreement.

3.2.5 The inclusion of a new UNE combination in a Schedule – UNE Combinations does not imply or otherwise indicate the availability of including whether electronic ordering is available. Where electronic ordering is not available, manual ordering shall be used.

*3.2.6 When ordering a combination defined in the Schedule – UNE Combination, ALPHEUS shall issue a service order(s). Such service order(s) will be processed by AT&T, and ALPHEUS will pay the appropriate UNE service order charge(s), in addition the recurring and nonrecurring charges for each individual UNE and cross connect ordered. For illustration purposes only, as an example of a new UNE-P POTS combination, one service order charge will apply, only analog loop to switch port cross connect shall apply, one 2-wire analog loop connection charge, one analog line port connect charge and any applicable feature charges.

*3.2.7 ALPHEUS shall be charged a TELRIC cost-based fee for the additional work for any combining performed by AT&T. Such fee shall be calculated using the Time and Material charges as reflected in the Texas-specific Appendix Pricing. When the combination is provided pursuant to the BFR process, AT&T's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining.

*3.2.8 Without affecting the other provisions hereof, AT&T may only deny a request to combine AT&T UNEs when such combination:

*3.2.8.1 is not technically feasible; or

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*3.2.8.3 Intentionally Left Blank

3.2.8.4 it would impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T networks

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*3.2.8.5.1 Intentionally Left Blank

*3.2.8.5.2 Intentionally Left Blank

*3.2.9 AT&T may only deny a request to combine AT&T UNEs to an ALPHEUS element when it proves to the Commission that such combination is not technically feasible.

*3.2.10 The UNE combination known as an "enhanced extended loop" or "EEL" (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and where needed, multiplexing) shall only be provided to ALPHEUS to the extent that the EEL is used to provide a significant amount of local exchange service to a particular End User (this limitation is the same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000).

3.3 Pre-existing Combinations

*3.3.1 A "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section 3. A Pre-existing Combination includes all orders within the definition of "Contiguous Interconnection of Network Elements." Conversions (a.k.a. to convert) as used in this Appendix are referred to when describing the process of converting a like for like product to a different marketing channel. For example, conversion from a retail to wholesale marketing channel resulting in conversion to a CLEC product or service; converting a CLEC resale product or service to a combination of UNEs; or converting a residential retail pots line to resale residential pots line. Number 2 below, is another example of a conversion.

3.3.1.1 "Contiguous Interconnection of Network Elements" means the situation when ALPHEUS orders all the AT&T UNEs required either:

(1) to convert to a combinations of UNEs an AT&T customer, another carrier's pre-existing customer served exclusively using UNEs, or ALPHEUS' or another carrier's resale End User; or

(2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for ALPHEUS (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User to be served by that Pre-Existing Combination to ALPHEUS' OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and activated in the serving switch and available to the switch port class used to provide service, *e.g.*, call waiting for residential local service, and/or (d) with only the work and/or changes needed to activate that Pre-existing Combination, and/or (e) at the time of the order and when the order is worked by AT&T, the End User in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, *e.g.*, the loop facility is being used to provide both a voice service and also an xDSL service. Section 3.3.1.1 (2)(b) only applies to orders involving customized routing after customized routing has been established to ALPHEUS' OS/DA platform from the relevant AT&T local switch, including ALPHEUS' payment of all applicable charges to establish that routing.

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3.3.1.3 When ALPHEUS orders "Pre-Existing Combinations" pursuant to this Appendix UNE, AT&T shall not physically disconnect, separate equipment and facilities employed to provide the service being replaced, except upon ALPHEUS' request. AT&T shall facilitate all combinations requested by ALPHEUS in the least disruptive manner and without intentionally causing unnecessary service disruptions.

3.3.2 Reconfiguration

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3.3.2.2 Requirements for reconfigurations of already configured special access circuits to UNE combinations of Loop and Transport shall be subject to the terms and conditions delineated in the Supplemental Order Clarification released by the FCC on June 2, 2000 in the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 00-183) and with AT&T's processes to implement that Order, as set forth on the CLEC website. AT&T will notify ALPHEUS via an Accessible Letter of any material changes to the special access conversion process. Upon reconfiguration of Special Access services to UNEs, the Parties shall comply with the auditing provisions by AT&T as permitted under the FCC's Supplemental Order Clarification.

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*3.4 ALPHEUS may use one or more Unbundled Network Elements or UNE Combinations to provide to its Customers any feature, function, capability or service option that such Unbundled Network Element or Combination is technically capable of providing as long as it does not contradict the Act, any law, terms and conditions in this ICA and as long as ALPHEUS does not compromise the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions and pursuant to section 3.2.9.

3.5 Consistent with the terms and conditions in this Appendix and the Act and regulations thereunder, AT&T will permit ALPHEUS to combine facilities provided by ALPHEUS or by third parties with each of AT&T's Unbundled Network Elements at any technically feasible point designated by ALPHEUS.

*3.6 For each Unbundled Network Element, AT&T shall specify and provide access to, if applicable, a mutually agreeable demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or an optical splitter (dark fiber) or a Fiber Distribution Panel. AT&T is only responsible for specifying demarcation on AT&T's owned and controlled property. Access to non-AT&T property is the responsibility of ALPHEUS where such access is located on property not owned or controlled by AT&T.

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*3.8 ALPHEUS and AT&T agree that ALPHEUS may obtain access to the Unbundled Network Elements and combinations identified in the Schedule - UNE

Combinations. The process of requesting access to an Unbundled Network Element and combinations not explicitly identified herein shall be the Bona Fide Request process set forth in this Appendix and discussed in section 10.14. If AT&T provides any Unbundled Network Element**,** that is not identified in this Agreement to a requesting Telecommunications Carrier through the BFR process, AT&T will make available the same Unbundled Network Element, combination or interconnection arrangement to ALPHEUS, without ALPHEUS being required to use the Bona Fide Request process. AT&T will notify ALPHEUS of all new UNEs or new UNE Combinations. Such notification may be accomplished via the Accessible Letter process and should contain, at a minimum, a description of the UNE, its function and at the TELRIC-based price. Failure to list an Unbundled Network Element or combination herein shall not constitute a waiver by ALPHEUS of its right to obtain a Unbundled Network Element otherwise available or subsequently ordered by the FCC or by the Commission.

4. CONVERSIONS TO UNBUNDLED NETWORK ELEMENTS

*4.1 As part of its obligation to offer Unbundled Network Elements to ALPHEUS, AT&T shall permit ALPHEUS to convert applicable retail and or access offerings to Unbundled Network Elements (including but not limited to, combinations as listed in the Schedule UNE Combinations), in accordance with the Act**.**

*4.2 Any conversion of existing services to Unbundled Network Elements (including combinations listed in the Schedule UNE Combinations) for existing services offering (which would exclusively utilize UNEs) shall be subject to all of the requirements of this Appendix applicable to purchase of Unbundled Network Elements and combinations of Unbundled Network Elements, and shall include without limitation the following:

*4.2.1 When ALPHEUS converts any existing offering (which would exclusively utilize UNEs)**,** including special access service**,** with Unbundled Network Elements (including combinations as listed in the Schedule UNE Combinations), AT&T shall not intentionally physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except upon ALPHEUS' request.

*4.2.2 Charges for the conversion of an existing service to Unbundled Network Elements (including combinations as listed in the Schedule UNE Combinations) shall be as indicated in Appendix Pricing. Such charges shall be limited to AT&T's total element long-run incremental cost for service order charges. These charges shall be limited to AT&T's necessary accounting of ALPHEUS' continuing purchase of the functionality in the form of Unbundled Network Elements pursuant to this Agreement. The charges shall not include charges for any other functions,

including without limitation, nonrecurring charges that would otherwise apply to orders for Unbundled Network Elements that are newly installed.

*4.3 ALPHEUS may request the conversion of any existing service to UNE (which exclusively utilizes UNE), via the process identified in the CLEC on-line handbook. ALPHEUS may provide AT&T with a single spreadsheet, including all applicable information, identifying the circuits for which ALPHEUS requests conversion. ALPHEUS shall submit a separate manual or electronic service order for each circuit. If ALPHEUS sends a written service order, rather than a mechanized service order, ALPHEUS will be subject to a manual service charge for the service migration. AT&T shall facilitate all conversions and/or migrations requested by ALPHEUS in the least disruptive manner and without intentionally causing unnecessary service disruptions.

*4.4 AT&T agrees that with respect to all Unbundled Network Elements (including combinations listed in the Schedule UNE Combinations) converted for offerings:

*4.4.1 Recurring/non-recurring charges for Unbundled Network Elements converted for offerings shall apply as of the following dates:

4.4.2 Except where ALPHEUS specifically requests that AT&T physically disconnect**,** or separate facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by ALPHEUS of notice of completion from AT&T**,** and recurring/non-recurring charges set forth in Appendix Pricing applicable to Unbundled Network Elements shall apply as of such date. Where ALPHEUS specifically requests that AT&T physically disconnect, or separate facilities employed to provide the service being replaced, recurring charges set forth in Appendix Pricing applicable to Unbundled Network Elements shall apply based on the date on which AT&T completes the requested work. AT&T shall bill ALPHEUS pro rata for the service being replaced through the day prior to the date on which billing at Unbundled Network Element rates commences pursuant to this section**.**

5. PRE-ORDERING, PROVISIONING AND MAINTENANCE OF UNBUNDLED NETWORK ELEMENTS

*5.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T may elect, unless specifically directed by ALPHEUS to utilize a specific path and/or route for the provisioning of dark fiber**,** Unbundled dedicated transport and unbundled loops. AT&T will provide such UNEs when available and where technically feasible. Where facilities are not available, AT&T shall not be required to provide UNEs. However, ALPHEUS may request and AT&T may provide undefined UNEs, through the Bona Fide Request (BFR) process.

*5.1.1 For purposes of this Attachment, applicable UNE facilities are "available" if:

(a) such applicable UNE facilities exist in AT&T's network at the time requested by ALPHEUS and are not currently being used;

*(b) such applicable UNE facilities exist in AT&T's network at the location requested by ALPHEUS and are currently being used to serve a AT&T customer who has authorized ALPHEUS to convert that service to a UNE or combination of UNEs;

*(c) AT&T will change electronics on fiber fed routes to match the speed requested by ALPHEUS for loops and transport, unless such changes require a capacity upgrade of AT&T's SONET network. Required upgrades are limited to the use of features and functionalities of the existing capacity, for example, the addition of electronics to a fiber multiplexer in order to utilize extant spare capacity.

5.2 Subject to the terms herein, AT&T is responsible for the provisioning, installation, operation, maintenance and repair of the Unbundled Network Elements it provides. AT&T is not otherwise responsible for the Telecommunications Services provided by ALPHEUS through the use of those UNEs.

5.3 When provisioning high capacity loops and/or transport UNEs, including dark fiber, AT&T will meet the following criteria:

*5.3.1 Where facilities exist, AT&T will identify the route that Unbundled Dedicated Transport or Unbundled Loop, including dark fiber, will take between any given A to Z location. This information will be given to ALPHEUS at the time of AT&T's response to the facility check for such facilities**.** AT&T will provide all relevant non-confidential or non-proprietary information. For each facility check for Unbundled dedicated transport, including interoffice dark fiber, AT&T will identify where available.

*5.3.2 AT&T shall advise ALPHEUS of all errors that could cause a reject on an order on the initial rejection, with an explanation for each error. The explanations can continue to be in the form of the standard error codes.

*5.3.3 AT&T will provide ALPHEUS access to Design Work Orders (DWOs) at the time of the PLR review, if the DWOs contain data or information relating to dark fiber that has been installed and that can be easily called into service, which has not been posted to the appropriate PLRs. In the

event one DWO contains information on completed jobs, as well as partially complete jobs and/or totally incomplete jobs, AT&T may redact information relating to planned or pending jobs. Specifically, AT&T may redact information relating to fiber that may have been deployed, but cannot easily be called into service. ALPHEUS will compensate AT&T for access and viewing of DWOs at a TELRIC based rate. Once fiber is deployed either in the ground, in conduit, in a building or in an aerial span, and it can easily be called into service, AT&T may not redact information from ALPHEUS' view. AT&T may redact customer proprietary information.

*5.3.3.1 AT&T will also provide to ALPHEUS upon request, information that a Manager of OSP Engineering would use when planning and designing AT&T's network. Such documentation includes reports from any AT&T backoffice system, including but not limited to Job Management Operating System (JMOS) reports, Access to PLRs (actual Maps and imaged/digitized versions), DWOs, maps, "side by sides, TIRKS Business Objects Reports, and other design engineering reports.

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*5.3.4.1 When ALPHEUS submits a facility check for dark fiber, unbundled loops, and/or unbundled dedicated transport, to AT&T that includes a customer address AT&T could potentially serve from two or more wire centers, AT&T will provide ALPHEUS a report with route and available facility information for all unbundled loops, and/or unbundled dedicated transport, dark fiber and/or dark fiber loops to ALPHEUS-requested locations, including available routes to wire centers other than the traditional serving wire center. If ALPHEUS orders such a UNE, ALPHEUS must remit the TELRIC rates that correspond to the routes requested, as provided for in Appendix Pricing.

*5.3.4.2 When responding to a facility check request, AT&T is not required to provide ALPHEUS direct access to all of the data information in AT&T backoffice systems. AT&T shall provide all information available in AT&T's backoffice, not a subset of that information; however, AT&T should refrain from providing confidential or proprietary information either by redacting the information or providing reports containing all relevant non-confidential or non-proprietary information. AT&T engineers will detail any and all facilities in or near the building that can be used for possible service to the customer.

*5.3.4.3 AT&T will provide ALPHEUS with information regarding such facilities, even when that information may be solely available due to the knowledge of the AT&T OSP engineer(s).

*5.3.4.4 When ALPHEUS' request is for dark fiber and if there are no facilities available to the termination point designated by ALPHEUS, AT&T will provide ALPHEUS with route and available facility information for dark fiber information terminating at the closest location.

*5.3.4.5 ALPHEUS may submit a facility check request with one "A" location and one "Z" location, and AT&T shall provide a response that indicates whether the requested UNE is available to that customer address ("Z" location).

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5.3.5 Intentionally Left Blank

*5.3.6 When ALPHEUS submits a facility check to AT&T that includes a customer address AT&T could potentially serve from two or more wire centers, AT&T's facility check response will provide all relevant information pertaining to all of the wire centers serving such address.

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5.3.7 Where UNEs provided to ALPHEUS are dedicated to a single customer, if such UNEs are for any reason disconnected, they shall be made available to AT&T for future provisioning needs, unless such UNE is disconnected in error. ALPHEUS agrees to relinquish control of any such UNE concurrent with the disconnection of ALPHEUS' customer's service.

*5.3.8 ALPHEUS will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of AT&T, minimum network protection criteria, or operating or maintenance characteristics of the facilities. AT&T will work cooperatively with ALPHEUS and in parity, as stated above.

*5.3.9 ALPHEUS may require the assistance of a AT&T engineer to allow ALPHEUS' engineer to gain access to a part of AT&T's network design. AT&T is within its own right to restrict access to its network; however, ALPHEUS must be allowed an equitable opportunity to do its own engineering work. AT&T must allow ALPHEUS engineers equitable access to AT&T's network information.

*5.3.10 ALPHEUS shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit AT&T to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for a reasonable interruption time period involved during such testing and adjustments.

*5.3.10.1 AT&T shall notify ALPHEUS of all intrusive testing (with the exception of emergency situations) on ALPHEUS circuits within a 48 hour interval and perform such non-emergency intrusive testing at a mutually agreeable time. AT&T does not have to provide ALPHEUS with advance notification for Non-Intrusive Tests.

*5.3.11 Emergency Situations are those limited circumstances where it would not be in the best interest of the general public and overall network for AT&T to be required to negotiate a mutually agreeable time for repairs before making those repairs.

*5.3.11.1 Non-Intrusive Testing is testing where a service disruption cannot be reasonably assumed to occur during such testing. Non-intrusive activities include but are not limited to: 1. Ongoing, routine monitoring of equipment status and alarms to determine and ensure service quality to the customer; 2. Activities which have no potential for interruption of service.

*5.3.11.2 Intrusive Testing: Any activity which will either cause or has the potential for causing an interruption in service or where a service disruption could reasonably be assumed to occur during such testing shall be deemed "intrusive". This may include,

but is not restricted to: opening the circuit to perform trouble isolation, reconfiguration of facilities, replacement of components or testing which involves any interruption or degradation of customer traffic on the facility or any activity which might result in such an interruption or degradation.

*5.3.11.3 To the extent ALPHEUS determines that AT&T's planned non-intrusive tests cause problems for ALPHEUS' customers, ALPHEUS will immediately notify AT&T and AT&T will immediately suspend the pertinent testing as soon as possible.

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

*5.3.13 Additionally, if there are no facilities available to the termination point designated by ALPHEUS, AT&T will provide ALPHEUS with route and available facility information for the closest available accessible terminal(s). Moreover, AT&T shall provide ALPHEUS information regarding unused available fiber contained in the lateral fiber cable that terminates at such accessible terminal and information regarding available unused fiber in the "backbone feeder" fiber cable at the point at which the lateral cable is spliced to the backbone feeder cable. Subject to applicable limitations set forth in the interconnection agreement (e.g., the 25% spare restriction), dark fiber shall be determined to be "available" if unused fiber available in the lateral cable connected to the accessible terminal can be spliced to unused fiber facilities that either:

(a) exist between the splice point where the lateral connects to the backbone feeder and the serving central office; or

(b) can be connected between such splice point and the serving central office by splicing existing unused fiber segments in the backbone feeder cable.

*5.3.14 Unused fiber already in place in the distribution segment of the network when terminated and/or spliced together as described above may thus be used to create a dark fiber loop or subloop. Pursuant to 47 C.F.R. §

51.319(a)(2), an accessible terminal is any point on the facility where technicians can access the fiber within the cable without removing a splice case to reach the fiber within.

5.4 Maintenance of Elements

5.4.1 If trouble occurs with Unbundled Network Elements provided by AT&T, ALPHEUS will first determine whether the trouble is in ALPHEUS' own equipment and/or facilities or those of the customer. If ALPHEUS determines the trouble is in AT&T's equipment and/or facilities, ALPHEUS will issue a trouble report to AT&T.

5.4.2 ALPHEUS shall pay Time and Material charges (maintenance of service charges/additional labor charges) when ALPHEUS reports a suspected failure of an Unbundled Network Element and AT&T dispatches personnel to the Customer's premises or an AT&T Central Office and trouble was not caused by AT&T's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the Appendix Pricing. Conversely, if after ALPHEUS determines that the failure is AT&T's failure and after reporting the failure to AT&T, ALPHEUS is unnecessarily dispatched, ALPHEUS will bill time and material charges to AT&T at the same rates, terms and conditions.

5.4.3 ALPHEUS shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

5.4.4 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of AT&T performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T performed other than on a normally scheduled workday.

*5.4.5 The Local Operations Center (LOC) will be available 7 X 24, or seven days a week, twenty-four hours a day. The LOC will proactively report the status of a pending trouble report to ALPHEUS' Network Operations

Center (NOC) within twenty-four (24) hours of receipt of the initial trouble report. AT&T will maintain electronic access to trouble report status in addition to manual access to the LOC.

5.4.6 AT&T will repair in parity with the repair that it gives to itself, its affiliates, subsidiaries, or any other Telecommunications Carrier.

6. STANDARDS FOR NETWORK ELEMENTS

6.1 To the extent technically feasible each Unbundled Network Element and the quality of access to Unbundled Network Elements provided by AT&T to ALPHEUS shall be at least equal in the quality of design, performance, features, functions and other characteristics that AT&T provides to itself, its customers, its affiliates, any Telecommunications Carrier, and/or an AT&T subsidiary.

6.2 Subject to this Agreement and its Appendices, AT&T agrees to work cooperatively with ALPHEUS to provide Unbundled Network Elements that will meet ALPHEUS' needs.

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7. COOPERATIVE TESTING

7.1 DEFINITION

7.1.1 Cooperative Testing means that AT&T shall cooperate with ALPHEUS upon request or as needed to:

7.1.1.1 ensure that the Unbundled Network Elements and Ancillary Functions and additional requirements being provided to ALPHEUS by AT&T are in compliance with the requirements of this Agreement, and

*7.1.1.2 test the overall functionality, including fault isolation, of various Unbundled Network Elements and Ancillary Functions provided by AT&T to ALPHEUS either alone or in combination with each other or in combination with other equipment and facilities provided by ALPHEUS or third parties. With respect to dark fiber, AT&T will provide reflectance testing when applicable, in parity with itself. ALPHEUS may request re-testing or additional tests not normally performed by AT&T for itself ALPHEUS is responsible for compensating AT&T TELRIC rate for these additional tests or re-tests.

7.2 REQUIREMENTS

*7.2.1 AT&T shall provide ALPHEUS with access for testing at a mutually agreed interface between a AT&T Unbundled Network Element, combinations and ALPHEUS equipment or facilities, as requested by ALPHEUS. Such test access shall be sufficient to ensure that the applicable requirements can be tested by ALPHEUS. The AT&T LOC shall be available seven (7) days per week, 24 hours per day for such testing.

*7.2.2 AT&T shall provide to ALPHEUS upon request, applicable test results, from AT&T testing activities on an Unbundled Network Element or the underlying equipment providing an Unbundled Network Element to ALPHEUS to allow ALPHEUS, jointly with AT&T, to determine if the provisioned facility meets the standards of a functional facility per the standards included in this Agreement.

*7.2.2.1 When deficiencies are detected, AT&T shall, using processes and timing in parity with its treatment of itself, shall replace any UNE or UNE combination found to be defective during cooperative testing, without requiring a new order from ALPHEUS, assuming replacement facilities are available. To the extent the cooperative testing is requested at the time of the initial installation of the UNE, as AT&T does for itself, AT&T will continue to work the original order to completion with the replacement facilities, as the original order is not to be considered closed by AT&T until the replacement facility is up and running to appropriate standards of the agreement.

*7.2.2.2 If no replacement facilities for the defective UNE exist in AT&T's network, construction of new facilities by AT&T is not required under the same order or ordering process. ALPHEUS may order construction of new facilities as a separate matter in these circumstances, paying the relevant charges and such order will be handled by AT&T using the normal held order process.

*7.2.3 ALPHEUS is entitled to testing on fiber that is in parity with testing that AT&T provides to itself. If ALPHEUS determines that there is a problem in the fiber when it turns up the service, ALPHEUS may request further testing to locate the cause of the problem. In that event, AT&T will perform any tests that it performs for itself. In addition ALPHEUS may request additional testing that AT&T does not normally perform for itself. AT&T will test in cooperation with ALPHEUS, including, but not limited to, reflectance testing of dark fiber to identify problems with the fiber that are preventing performance at the designed level. Any testing equipment

necessary or appropriate for tests that AT&T performs for itself shall also be used to test UNEs for ALPHEUS. ALPHEUS is responsible for compensating AT&T for the TELRIC costs of these additional tests or re-tests.

*7.2.3.1 To the extent that ALPHEUS requests AT&T to re-perform testing that was already done at the time of deployment, ALPHEUS will compensate AT&T for the TELRIC costs of repeating these tests. Additional tests not normally performed by AT&T will be done, upon request from ALPHEUS and will be compensated at TELRIC rates.

7.2.4 It is understood by both parties that Dedicated Transport and Loop Feeder may experience alarm conditions due to in-progress cooperative tests. AT&T shall not remove such facilities from service without obtaining ALPHEUS' prior approval except in cases where ALPHEUS' network is causing malfunctions in other CLECs or AT&T's network.

7.2.5 ALPHEUS and AT&T shall endeavor to complete Cooperative Testing expeditiously.

7.2.6 AT&T shall participate in Cooperative Testing, for dark fiber, digital loops and dedicated transport, requested by ALPHEUS ensure service performance, reliability and customer serviceability. If testing results produce no trouble found in AT&T's network or proves feedback to ALPHEUS' network, appropriate maintenance charges will apply, as set forth in this Appendix.

8. PERFORMANCE OF UNES

8.1 AT&T shall provide each UNE in accordance with AT&T Technical Publications (TP) or other written descriptions, if any, as changed from time to time by AT&T in compliance with the relevant provisions contained in the General Terms and Conditions of this Agreement.

8.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

8.3 AT&T may elect to conduct central office switch conversions for the improvement of its network. During such conversions, ALPHEUS orders for Unbundled Network Elements from that switch shall be suspended for a period of

three days prior and one day after the conversion date, consistent with the suspension AT&T places on itself for orders from its customers.

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10. BONA FIDE REQUEST

10.1 Except as set forth in Section 10.2, this Bona Fide Request process applies to each Bona Fide Request submitted by ALPHEUS to AT&T.

*10.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings. In addition, the BFR process does not apply to any Unbundled Network Element established by the FCC or the Commission or to services provided to other Telecommunications Carriers.

*10.2.1 The BFR process does not apply to ALPHEUS for UNEs or UNE combinations where AT&T and other CLEC(s) have agreed upon terms and conditions with AT&T and AT&T has fully implemented such UNE or UNE combinations, when such UNEs could work, generically for multiple CLECs with no revisions. When such UNE or combination of UNEs is available to other CLECs as described above, or when AT&T provides ALPHEUS a New UNE Combination developed pursuant to section 10.15 below, upon request from ALPHEUS, this Agreement will be amended to add such UNE or UNE combination and its related price. Ten days after Commission's approval, of an amendment to this Agreement to add such UNE or UNE Combination, AT&T will honor ALPHEUS' service order.

10.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook subject to the relevant terms of the GT&C of this Agreement. Included with the Application, ALPHEUS shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed (if known), the date required, and the projected quantity to be ordered with a non-binding three (3) year forecast. For purposes of this Appendix, a "Business Day means Monday through Friday, excluding Holidays observed by AT&T.

10.4 A Bona Fide Request (**"BFR"**) is the process by which ALPHEUS may request AT&T to provide ALPHEUS access to (i) an additional or new, undefined UNE, that is required to be provided by AT&T under the Act but is not available under this Agreement or defined in a generic appendix at the time of ALPHEUS'

request AT&T, or (ii) perform combining pursuant to Section 3 (each of (i) and (ii) referred to as a "Request").

10.4.1 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings;

10.4.2 When submitting a BFR Application Form, ALPHEUS has two options to compensate AT&T to review, analyze and process a BFR for its reasonable costs incurred to complete the Preliminary Analysis of the BFR;

10.4.3 Include with its BFR Application Form a $2000.00 deposit to cover AT&T's preliminary evaluation costs, in which case AT&T may not charge ALPHEUS in excess of $2000.00 to complete the Preliminary Analysis; or

10.4.4 Not make the $2000.00 deposit, in which case ALPHEUS shall be responsible for all preliminary evaluation costs incurred by AT&T to complete the preliminary analysis (regardless of whether such costs are greater or less than $ 2000.00).

*10.5 If ALPHEUS submits a $2000.00 deposit with its BFR, and AT&T is not able to process the Request or determines that the Request does not qualify for BFR treatment, or if ALPHEUS has amended their agreement pursuant to 10.2.1, unless such request is for a combination of UNEs which is rejected based on Section 10.14.5-10.14.6 or any applicable law, then AT&T will return the $2000.00 deposit to ALPHEUS. Similarly, if the costs incurred to complete the Preliminary Analysis are less than $2000.00, the balance of the deposit will, at ALPHEUS' option, either be refunded or credited toward additional developmental costs ALPHEUS authorizes.

10.6 Upon written notice, ALPHEUS may cancel a BFR at any time, but will pay AT&T its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date AT&T received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2000.00 deposit has been made by ALPHEUS, and the reasonable and demonstrable costs are less than $2000.00, the remaining balance of the deposit will be, at ALPHEUS' option, either returned to ALPHEUS or credited toward additional developmental costs authorized by ALPHEUS.

10.7 AT&T will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, AT&T will provide written acknowledgement of receipt of the BFR and in such acknowledgement advise of further information, if

needed, to process the Request. ALPHEUS acknowledges that the time intervals set forth in this Appendix begins once AT&T has received a complete and accurate BFR Application Form, and if applicable, the $2000.00 deposit.

10.8 Within thirty (30) calendar days of its receipt of a complete and accurate BFR, AT&T will provide to ALPHEUS a written preliminary analysis of the request (the "Preliminary Analysis"). The Preliminary Analysis will

(i) indicate that AT&T will offer the request to ALPHEUS or
(ii) advise ALPHEUS that AT&T will not offer the request. If AT&T indicates it will not offer the request, AT&T will provide a written detailed explanation for the denial. Possible explanations may be, but are not limited to:
i. access to the Request is not technically feasible,
ii. that the BFR is not the correct process for the request.
iii. that the Request is not required to be provided by AT&T under the Act.

10.9 When the reason stated is that the request is not technically feasible, AT&T will provide ALPHEUS an explanation stating is not technically feasible.

10.9.1 ALPHEUS may, if it believes the BFR Preliminary Analysis is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution provisions set forth in the General Terms and Conditions of this Agreement.

10.10 If the Preliminary Analysis indicates that AT&T will offer the Request, ALPHEUS may, at its discretion, provide written authorization for AT&T to develop the request and prepare a "BFR Quote" as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. ALPHEUS' written authorization to develop the BFR Quote must be received by AT&T within thirty (30) calendar days of ALPHEUS' receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and ALPHEUS will pay to AT&T all demonstrable costs as set forth above. Any request by ALPHEUS for AT&T to proceed with a Request received after the thirty (30) calendar day window will require ALPHEUS to submit a new BFR.

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

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

10.10.2.1 The BFR Quote shall, as applicable, include
(i) the first date of availability,
(ii) installation intervals,
(iii) applicable rates (recurring, nonrecurring and other),
(iv) BFR development and processing costs and
(v) terms and conditions by which the request shall be made available.

10.10.3 ALPHEUS written authorization to develop the BFR Quote must be received by AT&T within thirty (30) calendar days of ALPHEUS receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and ALPHEUS will pay to AT&T**,** all demonstrable costs as set forth above. Any request by ALPHEUS for AT&T to proceed with a Request received after the thirty (30) calendar day window will require ALPHEUS to submit a new BFR.

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

10.12 Within thirty (30) calendar days of its receipt of the BFR Quote, ALPHEUS must either (i) confirm its order pursuant to the BFR Quote, (ii) cancel its BFR and reimburse AT&T for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution provisions in the General Terms and Conditions of this Agreement. If AT&T does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. ALPHEUS shall reimburse AT&T for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by ALPHEUS.

10.12.1 Once ALPHEUS has accepted the Final Quote the parties will meet no later than 30 days following such acceptance. The parties will negotiate a mutually agreeable time frame for AT&T to develop methods, terms and pricing for such combination, taking into consideration all relevant circumstances, such as IT development time, network resources, demand. If the parties are unable to negotiate a mutually agreeable time frame, AT&T shall develop methods, terms and pricing within 120 days.

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

10.14 Terms and Conditions Specific to Requests for New Combinations of UNEs.

*10.14.1 If ALPHEUS would like to request AT&T to combine unbundled network elements not identified in the Schedule – UNE Combination, then ALPHEUS shall follow the BFR process to request such combination. The terms and conditions in Section 10 (BFR) will apply to ALPHEUS requests for New Combinations. At ALPHEUS' option requests for combinations which are ordinarily combined in AT&T network may be requested under the provisions of the BFR-OC process pursuant to Section 10.14.4 below. In any such BFR, ALPHEUS must designate the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any ALPHEUS elements are to be connected, and how each connection (*e.g.*, cross-connected) is to be made between an AT&T UNE and the network element(s) possessed by ALPHEUS, if any.

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*10.14.3 ALPHEUS shall be charged a TELRIC fee for the additional work for any combining performed by AT&T. AT&T's Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining.

*10.14.4 BFR-OC Process: For UNE Combinations that are currently combined or ordinarily combined by AT&T for itself or its customer, the following time frames and processes apply:

*10.14.4.1 AT&T will have five (5) calendar days to acknowledge receipt of BFR-OC.

*10.14.4.2 Within fifteen (15) calendar days of its receipt of a complete and accurate BFR-OC, AT&T will provide to ALPHEUS a Preliminary Analysis of such request. The Preliminary Analysis will indicate whether AT&T will offer the request to the CLEC. If AT&T indicates it will not offer the request, AT&T will provide a detailed explanation for the denial.

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*10.14.4.3 ALPHEUS will have fifteen (15) calendar days to review the Preliminary Analysis. If the Preliminary Analysis indicates that AT&T will offer the Request, ALPHEUS may, at its discretion provide written authorization for AT&T, to develop the Request and prepare a "BFR-OC

Final Quote". ALPHEUS' written authorization to develop the BFR-OC Final Quote must be received by AT&T within fifteen (15) calendar days of ALPHEUS' receipt of the Preliminary Analysis. If no authorization to proceed is received, the BFR-OC will be deemed canceled and ALPHEUS will pay to AT&T all demonstrable costs associated with AT&T's preparation of the Preliminary Analysis.

*10.14.4.4 The BFR-OC Final Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR-OC development and processing costs and (v) terms and conditions by which the Request shall be made available. As soon as feasible, but not more than thirty (30) calendar days after its receipt of authorization to develop the BFR-OC Final Quote, AT&T shall provide to ALPHEUS a BFR-OC Final Quote.

*10.14.5 For New UNE Combinations that have not been combined by AT&T for itself or its customers the time frames and processes in sections 10.7 – 10.12.1 shall apply:

*10.14.4.5 Once ALPHEUS has accepted the Final Quote the parties will meet no later than 30 days following such acceptance. The parties will negotiate a mutually agreeable time frame for AT&T to develop methods, terms and pricing for such combination, taking into consideration all relevant circumstances, such as IT development time, network resources, demand. If the parties are unable to negotiate a mutually agreeable time frame. AT&T shall develop methods, terms and pricing within 90 days.

*10.14.6 For New UNE Combinations Combining AT&T UNEs to ALPHEUS elements the time frames for the BFR process in sections 10.8-10.12.1 above, shall apply.

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*10.15 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings. In addition, the BFR process does not apply to any UNE established by the FCC or the Commission or provided by AT&T to other CLECs when such UNEs could work generically for multiple CLECs with no revisions. ALPHEUS must, however, have all necessary terms, conditions and rates in this Agreement before ALPHEUS may order such UNEs that could work generically for multiple CLECs with no revisions.

10.16 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this Agreement.

11. NETWORK INTERFACE DEVICE

*11.1 The Network Interface Device (NID) Unbundled Network Element is defined as any means of interconnection of end user premises wiring to AT&T's distribution loop facilities, such as**,** but not limited to, a cross connect device used for that purpose. Fundamentally, the NID establishes the final network demarcation point between the loop and the end user's inside wire. Maintenance and control of the end user's inside wiring (on the end user's side of the NID) is under the control of the end users. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.

*11.2 AT&T will permit ALPHEUS to connect its local loop facilities to end users's premises wiring through AT&T's NID, as is, or at any other technically feasible point. Connection to the AT&T NID will permit ALPHEUS to obtain direct access to the end user's inside wiring. All local loops have an associated NID with which ALPHEUS can connect. A NID is a network interface devise or a building terminal where a end user's wiring terminates on AT&T's network. ALPHEUS will not be required to place an order or otherwise provide notice to AT&T to obtain access to AT&T's Unbundled NID in order to directly connect to the Unbundled NID.

*11.3 ALPHEUS may connect to the end user's premises wiring through the AT&T NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by ALPHEUS will be performed by AT&T based on time and material charges. Where the request to access the NID is "as is", there will be no charge.

*11.4 With respect to multiple dwelling units or multiple-unit business premises, ALPHEUS will connect directly with the end user's premises wire, or may connect with the end user's premises wire via AT&T's NID where necessary.

*11.5 The AT&T Unbundled NID(s) that ALPHEUS obtains under this Appendix will be existing NIDs installed by AT&T to serve its end users.

11.6 ALPHEUS shall not attach to or disconnect AT&T's ground wire. ALPHEUS shall not cut or disconnect AT&T's loop from the NID and/or its protector. ALPHEUS shall not cut any other leads in the NID.

12. LOCAL LOOP

12.1 GENERAL

*12.1.1 Pursuant to applicable FCC rules, a local loop Unbundled Network Element is a transmission facility between a distribution frame (or its equivalent) in an AT&T Central Office and the loop demarcation point at a Customer premises, including inside wire owned or controlled by AT&T. Such control may or may not include the conduit that the cabling traverses. At any time, however, when AT&T owns such cabling, such cabling will be considered as part of the unbundling obligations of this Agreement.

12.1.2 The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops. (Interim Order 091203)

*12.3.1 In instances where an end user premise could potentially be served by AT&T loop facilities from more than one AT&T wire center, such facilities, irrespective of the central office utilized, and whether copper, fiber high speed capacity loops, OCn, OCnc, DS3 loops and/or dark

fiber loops are requested, and available, such UNE will be provided to ALPHEUS under the terms and conditions of this Appendix as a Unbundled Network Element loop. In addition, when ALPHEUS submits a facility check to AT&T that includes an address AT&T could potentially serve from two or more wire centers, AT&T's facility check response will provide all relevant information regarding the loops deployed to a particular end user at that address.

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*12.1.4 The Local Loop unbundled network element is defined as a dedicated transmission facility that extends from the main distribution frame or its equivalent) in any AT&T Central Office and the loop demarcation point. The demarcation point is defined as the point where AT&T's control ends in or at the end user premises, and the end user's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins. The demarcation point is defined by control; it is a point where AT&T's and an end user's responsibilities meet. 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/or controlled by AT&T irrespective of the owner of the conduit through which the wire is run.

12.1.5 Use and Suitability of Loop Service. Unbundled Loops may not be used to provide any service that would degrade or otherwise adversely affect AT&T's network services. ALPHEUS shall use good faith reasonable efforts to prevent its use of an unbundled Loop purchased from AT&T from degrading or otherwise adversely affecting network services of other CLECs that are interconnected with AT&T's network. AT&T shall use its good faith reasonable efforts to prevent other CLECs interconnected with AT&T's network from degrading or otherwise adversely affecting an unbundled Loop purchased by ALPHEUS from AT&T.

12.1.6 AT&T shall make Loops in its network available on an unbundled basis regardless of the transmission technology AT&T employs in the Loop.

12.2 TYPES OF LOOPS

12.2.1 AT&T shall allow ALPHEUS access to the following Loops in accordance with the terms and conditions of this Appendix.

12.2.1.1 2-Wire or 4-wire Analog Loop. This AT&T Unbundled Network Element is a two-wire or 4-wire transmission facility which supports analog voice frequency, voice band

services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz. 300-3000 Hertz (Hz)

12.2.1.2 2-Wire or 4-wire Analog (Conditioned) Loop. The AT&T Unbundled Network Element (2-wire or 4 wire) Analog (Conditioned) Loop is a voice frequency channel that supports analog transmission of 300-3000 Hertz ("Hz").

12.2.2 2-Wire Digital Loop

12.2.2.1 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 supports usable bandwidth up to 160 K.

12.2.3 4-Wire Digital (1.544 MBPS Capable) Loop.

12.2.3.1 This AT&T Unbundled Network Element (4-wire) is a 1.544 MBPS capable loop which is an upgrade to the Basic loop and will terminate on a smart jack. It will be conditioned with or without digital repeaters.

*12.2.4 Enhanced Extended Link (EEL): UNEs that comprise an "enhanced extended loop" or "EEL" (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and where needed, multiplexing). AT&T will combine unbundled loops with unbundled dedicated transport as described herein to provide EELs for providing a significant amount of local exchange service to a particular end user as defined in FCC Supplemental Order Clarification, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000) ¶¶ 22-23, at the recurring and nonrecurring charges applicable to each UNE requested above, with applicable recurring and nonrecurring charges for cross connects, the Central Office Access Charge where applicable and applicable Service Order Charge.

*12.2.4.1 AT&T will provide ALPHEUS with unbundled access to EELs at any capacity, including but not limited to DS1, DS3, or Ocn where facilities are available pursuant to the terms of this Appendix.

*12.2.5 DS3 Digital Loop

*The DS3 loop provides a digital, 45 Mbps transmission facility, from a AT&T Central Office to the end user premises. AT&T will provide DS-

3 loops where facilities exist, or where such capacity can be made readily available by placing plug-in cards.

*12.2.5.1 AT&T is not required to construct new point to point facilities to meet ALPHEUS' request for DS3 capacity transport. However, where AT&T has deployed fiber facilities between two points in the network, and spare capacity exists on deployed equipment connected to the fiber of AT&T shall provide the capacity requested by ALPHEUS by reconfiguring, placing or upgrading the cards within the existing electronics at the end of the fiber.

*12.2.5.2 AT&T will place DS1, DS3 or other High Capacity optical loop cards as part of the provisioning DS3 loops and will not require that the DS3 card be present in order for the UNE to be available.

*12.2.6 High Capacity Optical Loops

*12.2.6.1 AT&T shall offer all documented bandwidth interfaces used within the AT&T network where AT&T has deployed fiber and the associated multiplexing equipment including, but not limited to, SONET, OC3, OC3c, OC12, OC12c OC48**,** OC48c, and higher capacity as they become deployed in AT&T's network. AT&T is not required to build new fiber optic cabling or deploy additional multiplexing equipment to meet ALPHEUS' request for Ocn high capacity loops other than through the addition of plugs-ins.

12.3 ACCESS TO LOOP INFORMATION

*12.3.1 AT&T will provide prompt nondiscriminatory access to the same detailed information that is available to AT&T or other CLECs about any loop.

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12.3.3 This data includes but is not limited to:

12.3.3.1 Loop length, including the length, type, and location of each type of transmission media;

12.3.3.2 gauge of wire or type of optic or coaxial cable used,

12.3.3.3 the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital

loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers, amplifiers, bridges, data access devices in the same or adjacent binder groups;

*12.3.3.4 Any redundancy in the loop to more than one wire center or central office and the route and path of such redundancy.

12.4 PROVISIONING AND REPAIR OF UNBUNDLED LOOPS

12.4.1 AT&T will provision all unbundled loops, including DS1-capable loops, DS3 loops and other high speed optical loops which are deployed within AT&T's network including but not limited to Ocn loops, up to the Customers' telecommunications point of entry.

12.4.2 Certain of AT&T's geographical areas are currently served solely via integrated digital loop carrier ("IDLC"). In such areas AT&T will make reasonable efforts to provide Loops using copper facilities. Where copper facilities are not available, ALPHEUS may submit a Bona Fide Request (BFR) for facilities construction. AT&T will determine if it can construct the facilities per the Bona Fide Request process. AT&T shall provide ALPHEUS with functioning unbundled Loops, using copper or UDLC, where customers must be moved from IDLC loops. Where AT&T provisions a Loop to ALPHEUS using UDLC, AT&T shall not require ALPHEUS to file a Bona Fide Request, since the UDLC technology already exists in AT&T's network.

12.4.3 In the event of Catastrophic Damage or national disaster, AT&T and ALPHEUS repair forces will restore service in a non-discriminatory manner which will allow for the restoration of communications to emergency agencies and essential services to be restored first, irrespective of the telecommunications carrier that provide such service. After the restoration of all emergency and essential services, the greatest number of all customers will be restored in the least amount of time. Should ALPHEUS owned cabling require replacement and AT&T knows ALPHEUS owns the cabling, then AT&T will provide prompt notification to ALPHEUS for ALPHEUS to provide the replacement cable to be terminated as necessary. In the event that ALPHEUS' interconnection arrangement would not be repaired in an acceptable timeframe to ALPHEUS, ALPHEUS may at its own discretion, and utilizing a vendor approved by AT&T, proceed to repair and replace such facilities and/or arrangement under its own direction.

12.5 SINGLE POINT OF INTERCONNECTION

12.5.1 Not more than sixty (60) days from receipt of a request by ALPHEUS, the parties shall agree upon a process by which AT&T shall provide a single point of interconnection pursuant to FCC rule 51.319(a)(2)(e) in any multi-unit premises. This obligation is in addition to AT&T's obligation to provide nondiscriminatory access to subloops at any technically feasible point. AT&T shall be compensated based on the forward-looking cost using the total element long-run incremental cost standard for implementing any single point of interconnection. All disputes arising under this provision, including any dispute over the definition of how a single point of interconnection should be implemented, shall be resolved according to the dispute resolution process set forth in the General Terms and Conditions of this Agreement ALPHEUS shall be responsible in obtaining necessary permits, Rights of Way and/or owners permission before submitting request.

12.6 AT&T will provide sub-loop elements as Unbundled Network Elements as set forth in this Appendix and as required by law.

*12.6.1 A sub-loop Unbundled Network Element is defined as any portion of the loop from AT&T's central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal that is technically feasible to access at Accessible Terminals in AT&T's outside plant. An Accessible Terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points include, but are not limited to the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal and the feeder/distribution interface. Subloop distribution transmission media includes, but is not limited to, copper, coaxial, and fiber-optic cabling.

*12.6.2 Inside Wire is defined as all loop plant owned by AT&T on the Customer premises as far as the point of demarcation ALPHEUS may request Sub Loop access to Inside Wire at any technically feasible point including, but not limited to, the pole or pedestal, the network interface device, the minimum point of entry, or the single point of interconnection.

12.7 Definitions pertaining to the Sub-Loop:

12.7.1 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

12.7.2 "Digital Subloop" may be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic

transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

12.7.3 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which a customer can be connected to the ILEC's network. "Feeder cable" is defined as that cable from the MDF to a point where it is cross-connected in a SAI/FDI for neighborhood distribution.

12.7.4 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.

12.7.5 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.

12.7.6 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

12.7.7 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

12.7.8 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an customer's premise.

12.7.9 "SPOI" is defined as a Single Point of Interconnection. When there is a single Demarcation Point in a Multi-Tenant Environment, the SPOI is the Demarcation Point and the SPOI will allow AT&T and ALPHEUS to interconnect to wiring owned or controlled by the property owner or their agent. When there are multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow AT&T and ALPHEUS to interconnect to wiring that is part of the regulated network and is owned and controlled by AT&T.

12.7.10 "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.

12.7.11 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at a customer's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

12.8 AT&T will offer the following subloop types:

12.8.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

12.8.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

12.8.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

12.8.4 Hi-Capacity Subloop provides DS3 to OCn or OCnc transmission capability from the central office MDF to a remote terminal (RT). The hi-capacity sub-loop will also include multiplexing equipment used to derive the loop transmission capacity.

12.8.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

12.8.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

12.8.7 Subloops are provided "as is" unless ALPHEUS requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

*12.8.8 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with Customer capacity up to 144 Kbps.

*12.9 AT&T shall combine, on ALPHEUS' behalf, any subloop with any Unbundled Network Element only where one end of the sub-loop terminates at the AT&T central office.

12.10 "Dead Count", as it relates to subloops, refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

12.11 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber

within the cable without removing a splice case to reach the copper or fiber within.

12.12 Twisted-pair Copper Subloops:

12.12.1 Access to terminals for twisted-pair copper subloops is defined to include but is not limited to:

- any technically feasible point accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Main Distributing Frame (MDF),
- the Terminal (underground or aerial).

12.13 Upon request, ALPHEUS will receive, but will not be limited to, access to the following twisted-pair copper subloop segments:

FROM:	TO:
1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distributing Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. *SPOI (Single Point of Interface)	Stand Alone

* Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

12.14 AT&T will offer any and all sub-loops to ALPHEUS that it offers to any other Telecommunications Carrier, itself, its subsidiaries or its affiliates.

12.15 High Capacity Subloops:

12.15.1 Access to terminals for high capacity subloops is defined to include but is not limited to:

- any technically feasible point accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT)
- The Terminal at a customer premise

12.15.2 ALPHEUS may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT) or other technically feasible points in the loop network.

12.16 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

12.17 MAINTENANCE

12.17.1 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 AT&T switch/testing equipment could be lost.

12.17.2 ALPHEUS shall isolate trouble to the AT&T Subloop portion of ALPHEUS' service before reporting trouble to AT&T.

12.17.3 AT&T shall charge ALPHEUS a Maintenance of Service Charges (MSC) when ALPHEUS dispatches AT&T on a trouble report and the fault is determined to be in ALPHEUS' portion of the loop. Such charges may be found in the Appendix Pricing.

12.17.4 In the event of national and/or Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where ALPHEUS has a SAA, restorations will be made according to the loop restoration provisions above.

12.17.5 Prior to ordering subloop facilities, ALPHEUS 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 AT&T subloop network. AT&T will provide parity assistance in the development and deployment of such interconnection arrangement including but not limited to design engineering that it gives to its subsidiaries, affiliates or any other CLEC.

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

12.17.7 Upon receipt of a complete and correct application, AT&T will provide to ALPHEUS, within thirty (30) days, a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When ALPHEUS submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

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

12.17.9 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Both parties shall use sound engineering judgment to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

12.17.10 ALPHEUS will be responsible for obtaining rights-of-way from owners of property where AT&T has placed the equipment necessary for the SAA prior to submitting the request for SCA.

12.17.11 Prior to submitting the Sub-loop Access Arrangement Application for SCA, ALPHEUS will have the "Collocation" and "Poles, Conduit, and ROW" appendices in the Agreement to provide the guidelines for both ALPHEUS and AT&T to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

12.17.12 Except as set forth below in this Appendix, construction of the Subloop Access Arrangement shall be completed within ninety (90) days of ALPHEUS submission to AT&T its written approval and payment of fifty percent 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by ALPHEUS and before construction begins, with the balance payable upon

completion. AT&T will not begin any construction under the SCA until ALPHEUS has provided proof that it has obtained necessary rights of way. Both parties shall obtain necessary permits, Rights of Way and/or owners permission. In the event ALPHEUS disputes the estimate for an SAA, such dispute will be in accordance with the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement. AT&T will proceed with construction of the SAA upon receipt from ALPHEUS of notice of the dispute and fifty percent (50%) of the total estimated costs, with the balance payable by ALPHEUS upon completion of the SAA. Such payments will be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

12.17.13 Upon completion of the construction activity, ALPHEUS will be allowed to jointly test the installation with a AT&T technician. If ALPHEUS desires test access to the SAA, ALPHEUS should place its own test point in its cable prior to cable entry into AT&T's interconnection point.

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

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

12.18 The Subloop Access Arrangement (SAA) Access Points available to ALPHEUS are not limited to those SAA Access Points listed in the sections below. Instead, the SAA Access Points set forth in this Agreement serve to outline some of the possible SAA Access Arrangements the parties have identified as of the date of this Agreement.

12.18.1 Unused ALPHEUS terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at ALPHEUS' expense.

12.18.2 In the event ALPHEUS elects to discontinue use of an existing SAA, or abandons such arrangement, ALPHEUS shall pay AT&T for removal of their facilities from the SAA.

12.18.3 SAI/FDI or Terminal

12.18.3.1 ALPHEUS' cable to be terminated in a AT&T SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be a filled cable if buried to aerial riser cable. Aerial cables should be aircore.

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

12.18.3.3 ALPHEUS may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T will stub out a cable from the SAI/FDI or Terminal, which AT&T will splice to the ALPHEUS cable at the meet point.

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

12.18.3.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, AT&T will increase capacity of the SAI/FDI by the method of it's choice, AT&T for which ALPHEUS will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate it's cable at the SAI/FDI.

12.18.3.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, AT&T may choose to increase the capacity of the Terminal or construct an adjacent termination facility to accommodate ALPHEUS' facilities for which ALPHEUS will be charged.

12.19 Relocation of Existing AT&T/ALPHEUS Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

12.19.1 AT&T shall notify ALPHEUS of pending relocation as soon as AT&T receives such notice.

12.19.2 ALPHEUS shall notify AT&T of it's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

12.19.3 AT&T shall then provide ALPHEUS an estimate to terminate its facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the ALPHEUS and AT&T engineer.

12.19.4 ALPHEUS shall notify AT&T of acceptance or rejection of the new SCA within 10 business days of it's receipt of AT&T's estimate.

12.19.5 Upon acceptance of the AT&T estimate, ALPHEUS shall pay fifty percent (50%) of the relocation costs at the same time as they notify AT&T of their acceptance of estimate costs. In those instances where AT&T receives a reimbursement from a government entity for such relocation, such reimbursement will be identified in the estimate. If the relocation is due to a re-design by AT&T, then AT&T shall bear any and all costs of such re-design, relocation, and re-deployment of ALPHEUS' network.

12.19.6 Should ALPHEUS decide not to continue the SAA, ALPHEUS will notify AT&T as to the date that AT&T may remove ALPHEUS' facilities from that SAA. ALPHEUS will pay AT&T for all costs associated with the removal of the ALPHEUS' SAA. In the event that ALPHEUS does not respond to AT&T in time to have their facilities relocated, AT&T shall move ALPHEUS facilities and submit a bill for payment to ALPHEUS for the costs associated with the relocation. Should ALPHEUS elect not pay this bill, then ALPHEUS facilities will be removed from the site upon 30 days notice to the ALPHEUS.

12.20 Remote Terminal (for DS3 Subloop):

12.20.1 ALPHEUS may elect to place its cable to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that AT&T will terminate on a fiber/coax interconnection block to be constructed in the RT.

12.20.2 ALPHEUS may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T will stub out a cable from the RT, which AT&T will splice to the ALPHEUS cable at the meet point.

13. ENGINEERING CONTROLLED SPLICE (ECS)

13.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, AT&T will also make available an Engineering Controlled Splice (ECS), which will be owned by AT&T, for ALPHEUS to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.

13.1.1 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

13.1.1.1 When ALPHEUS requests such a SCA, ALPHEUS shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that AT&T will construct any Subloop Access Arrangement ALPHEUS requests in a cost-effective and efficient manner. If AT&T elects to incur additional costs for its own operating efficiencies that are not necessary to satisfy an SCA in a cost-effective and efficient manner, ALPHEUS will not be liable for such extra costs.

13.2 ALPHEUS shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T places more pairs at the splice.

13.3 AT&T will either use existing copper or fiber, or construct new copper or fiber facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although AT&T will construct the engineering controlled splice, the ECS may be owned by AT&T or ALPHEUS (depending on the specific arrangement).

13.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers

13.5 AT&T may require a separate SCA for each remote terminal site.

13.6 Except as set forth below in this Section, written acceptance and fifty percent (50%) of payment for the SCA must be submitted at least ninety (90) days before access to the copper subloop or fiber is to be provisioned by AT&T. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. AT&T will not begin any construction of the ECS until ALPHEUS has provided proof

that it has obtained the necessary rights of way In the event ALPHEUS disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, of this Agreement, AT&T will proceed with construction of the ECS upon receipt from ALPHEUS of notice of the dispute and fifty percent (50%) of the total estimated costs, with the balance payable upon completion of the ECS. Such payments shall be subject to "true-up", upon resolution of the dispute in accordance with the Dispute Resolution procedures in the General Terms and Conditions of this Agreement.

13.7 The two (2) options for implementing ECS outlined in this Agreement are as follows: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

13.8 Dedicated Facility Option (DFO)

13.9 ALPHEUS may request AT&T splice the existing cabling between the ECS and the SAI to ALPHEUS' SAA facility. This facility will be "dedicated" to ALPHEUS for subsequent subloop orders.

13.10 ALPHEUS must designate the quantity of subloops it desires to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

13.11 ALPHEUS will compensate AT&T for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to ALPHEUS between the ECS and the SAI.

13.12 Cross-connected Facility Option (CFO)

13.13 ALPHEUS may request that AT&T build an ECS cross-connect junction on which to terminate an SAA facility.

13.14 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of AT&T cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T cabling.

13.15 ALPHEUS must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

13.16 ALPHEUS will compensate AT&T for the charges incurred by AT&T derived from ALPHEUS' request for the SCA.

14. PACKET SWITCHING

14.1 AT&T will provide ALPHEUS unbundled packet switching on an individual remote terminal by remote terminal basis if all of the following conditions are satisfied:

14.2 AT&T has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

14.3 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

14.4 AT&T has not permitted a requesting carrier to deploy DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. §51.319(b); and

14.5 AT&T has deployed packet switching capability for its own use.

15. LOCAL SWITCHING

15.1 The Unbundled Local Switching (ULS) capability, covered in Section 15.9, to be provided on an unbundled basis pursuant to this Agreement, is defined as set forth in FCC Rule 51.319. Pursuant to that Rule, ULS includes:

15.1.1 line-side facilities, which include, but are not limited to the connection between a Loop termination at the Main Distribution Frame and a switch line card;

15.1.2 trunk-side facilities, which include, but are not limited to the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

15.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include, but are not limited to:

15.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to AT&T's customers, such as a telephone number, white page listing, and dial tone;

15.1.3.2 access to OS/DA and 9-1-1; and

15.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.

15.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

15.2.1 Unbundled Local Switching uses routing instructions resident in AT&T's switch to direct all ALPHEUS traffic.

15.2.2 Vertical features, CLASS features, and other features resident in the AT&T switch providing the ULS port are available under ULS. Refer to Appendix Pricing for applicable rates.

15.2.3 AT&T will allow ALPHEUS to designate the features and functions that are available on a particular ULS port to the extent such features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When ALPHEUS purchases ULS from AT&T, ALPHEUS will be required to designate the features and functions that are to be activated on each ULS port.

15.2.4 ULS as provided by AT&T includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

15.2.5 AT&T will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. ALPHEUS agrees to respond to AT&T's notifications regarding network congestion.

15.2.6 AT&T will perform testing through ULS for ALPHEUS in the same manner and frequency that it performs for its own customers for an equivalent service.

15.2.7 AT&T will repair and restore any AT&T equipment that may adversely impact ULS.

15.2.8 AT&T will provide usage detail for each ULS port via on a daily basis for the rates outlined in Appendix Pricing.

15.2.9 AT&T will provide ALPHEUS the functionality of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that AT&T provides such blocking capabilities to its customers and to the extent required by federal and/or State law.

15.2.10 At AT&T's discretion and upon not less than ninety (90) days' written notice to ALPHEUS, AT&T may elect to discontinue providing ULS or to provide ULS at market prices where ALPHEUS serves end-users with four or more voice grade (DS0) equivalents or lines within an "exception Territory" as defined below, with respect to which AT&T can demonstrate that, as of the date on which ALPHEUS receives notice (the "Exception Notice Date"), AT&T has satisfied each of the following conditions.

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of AT&T local circuit switches that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

b) In the Exception Territory where AT&T elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL is available to ALPHEUS throughout the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. AT&T may only exercise its rights to discontinue or market-price ULS under this Section for ALPHEUS customers that subscribe to four or more lines.

15.2.10.1 Nothing in this Section shall preclude ALPHEUS from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to a customer account with respect to which AT&T may exercise its rights under this Section.

15.3 Customized Routing

15.3.1 Subject to switch limitations, Custom Routing is available upon ALPHEUS' request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction. ALPHEUS will pay the customized routing charges reflected in Appendix Pricing.

15.4 Unbundled Local Switching Usage Sensitive Rate Element

15.4.1 Usage rates will apply to ULS on a per minute basis. See the Appendix Pricing for the ULS rates.

15.5 Switch Ports

15.5.1 AT&T A Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in Appendix Pricing.

15.5.1.1 Line Switch Ports

15.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

15.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When ALPHEUS wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

15.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

15.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kpbs “D” (delta) channel for signaling.

15.5.1.2 Trunk Side Switch Ports

15.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

15.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.

15.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications.

15.6 Tandem Switching

15.6.1 Tandem Switching is defined as:

15.6.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

15.6.1.2 the basic switching function of connecting trunks to trunks; and

15.6.1.3 the functions that are centralized in Tandem Office Switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

15.6.2 The charges for Tandem Switching are reflected in Appendix Pricing.

16. SHARED TRANSPORT

16.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

16.1.1 AT&T provides access to unbundled shared transport only when purchased in conjunction with a ULS port that ALPHEUS subscribes to for the purpose of delivering traffic from/to an ALPHEUS Customer as set forth below.

16.1.1.1 Unbundled Local Switching is provided under Section 15 of this Appendix UNE.

16.1.1.2 Shared Transport is defined as transmission facilities shared by more than one carrier, including AT&T, between end office switches and tandem switches, and in between tandem switches in AT&T's network.

16.1.2 All local ALPHEUS traffic to non-AT&T switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

16.1.3 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. AT&T reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend this Agreement.

16.1.4 AT&T's ability to provide ULS is limited to existing switch and transmission facilities capacities of the AT&T network.

16.1.5 In providing ULS, AT&T will use the existing AT&T routing tables contained in AT&T switches, as AT&T may change those tables from time to time including after ALPHEUS purchases ULS.

16.1.6 AT&T will provide SS7 signaling on interswitch calls originating from an ULS port. ALPHEUS will be charged for the use of the AT&T signaling on a per- call basis.

16.2 Custom Routing of OS/DA with ULS

16.2.1 ALPHEUS will request custom OS/DA routing for use with ULS other than described in this Section via the Bona Fide Request process.

16.3 ULS Usage-Sensitive Rating

16.3.1 AT&T will charge ALPHEUS ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

16.3.2 AT&T will charge ALPHEUS for access to AT&T's unbundled Shared Transport, a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an AT&T end office or to/from a non-AT&T end office.

16.3.3 The charges for Shared Transport are reflected in Appendix Pricing.

16.4 Reciprocal Compensation associated with ULS-

16.4.1 ALPHEUS will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS traffic is delivered or from which ULS traffic is received, including all ULS traffic carried by Shared Transport-Transit.

16.5 IntraLATA and InterLATA Toll Rate Application

16.5.1 The ULS usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing

16.6 Application of Usage Sensitive Charges for ULS-ST

16.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

16.6.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

16.6.3 ALPHEUS will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which ALPHEUS' customer dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

16.7 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:

16.7.1 Local Calls

16.7.2 General Principles

16.7.3 When a call originates from an ALPHEUS ULS port, ALPHEUS will be charged ULS-O usage and SS7 signaling charges.

16.7.4 When a call terminates to an ALPHEUS ULS port, ALPHEUS will pay ULS-T usage charges.

16.8 IntraLATA and InterLATA Toll Calls

16.8.1 General Principles

16.8.2 "1+" intraLATA calls from ALPHEUS ULS ports will be routed to the originating Customer's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call is initiated from an ULS port, it will be routed to the Customer's interLATA (PIC) choice.

17. DEDICATED TRANSPORT

*17.1 The Interoffice Transport network element is defined as AT&T interoffice transmission facilities dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by AT&T, an ILEC or CLEC

or a third party telecommunications carrier acting on behalf of CLEC where the CLEC is collocated, between switches owned by AT&T, an ILEC or CLEC or a third party telecommunications carrier acting on behalf of CLEC, where the CLEC is collocated.

*17.1.1 Unbundled Dedicated Transport**,** is defined as incumbent LEC transmission facilities, including all technically feasible capacity-related services such as, but not limited to, DS1, DS3, digital Cross-connect System (DCS) functionality and Ocn levels, dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by ILECs, CLECs or a third party telecommunications carrier acting pursuant to a contractual relationship with CLEC, where the CLEC is collocated. The price for dedicated transport is found in Appendix Pricing – UNE Schedule of Prices labeled "Interoffice Transport." Entrance facility rates are found in Appendix Pricing – UNE Schedule of Prices, labeled "Dedicated Transport, Entrance Facilities."

17.2 AT&T will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport as a UNE.

17.3 AT&T will provide Unbundled Dedicated Transport as a point to point circuit dedicated to ALPHEUS at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps) including OC3c, OC12 (622.08 Mbps) including OC12c, OC48 (2488.32 Mbps) including OC48c. AT&T will provide higher speeds to ALPHEUS as they are deployed in the AT&T network. AT&T provides OCn Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

*17.4 AT&T is not required to construct new point to point facilities to meet ALPHEUS' request for OCn and/or OCnc capacity transport. However, where AT&T has deployed fiber facilities between two points in the network and spare capacity exists on deployed equipment connected to the fiber, AT&T shall provide the capacity requested by ALPHEUS by placing or upgrading the cards within the existing electronics at the end of the fiber.

*17.4.1 AT&T will place DS3 cards as part of the provisioning of DS3 entrance facilities, and transport and will not require that the DS3 card be present in order for the UNE to be available.

*17.5 As AT&T deploys higher speeds, such speeds will be available as Unbundled Dedicated Transport to ALPHEUS, when available**.**

17.6 UDT includes the following elements:

17.6.1.1 Interoffice Transport – a circuit between two AT&T Wire Centers.

*17.6.2 Entrance Facility – is defined as a circuit from a AT&T switch or Wire Center to a telecommunications carrier (including ALPHEUS) has either a wire center or a switch. ALPHEUS is allowed to obtain entrance facilities between AT&T wire centers or switches and wire centers or switches of third party telecommunications carriers where collocated acting pursuant to a contractual relationship with ALPHEUS. There is no requirement that the switch or wire center have a CLLI code as a prerequisite for ordering a UNE Entrance Facility. If the AT&T facility is not being connected to a wire center or switch at the third party carrier location, then the third party would be considered an end user, not a carrier, and therefore the facilities would fall under the definition of a loop rather than UDT or Entrance Facilities. UDT cannot extend to end user third parties.

*17.6.3 Multiplexing – may be ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to analog. Multiplexing converts a circuit from higher to lower bandwidth, lower bandwidth to a higher bandwidth, or from digital to analog grade.

17.6.4 Other Optional features are outlined in Appendix Pricing.

17.7 Diversity

17.7.1 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.

17.7.2 Where diverse interoffice facilities exist at the time of ALPHEUS' requests for AT&T's Unbundled Dedicated Transport, AT&T shall provide for physical diversity in parity with the diversity AT&T provides for itself.

*17.7.3 When such diversity is provided to ALPHEUS to meet such parity requirements, AT&T shall outline the degree of diversity in detail to ALPHEUS at the time AT&T provides ALPHEUS with the DLR.

*17.7.4 AT&T will provide ALPHEUS with facility diversity to the extent it already exists for the end to end scenario requested. AT&T is not required to construct or install new facilities in order to provide ALPHEUS with diverse routing, except via the BFR process for ordering additional facilities at an increased cost.

*17.7.5 When ALPHEUS utilizes Unbundled Dedicated Transport from AT&T and ALPHEUS designs diversity for the ALPHEUS network, AT&T will provide the necessary information to allow ALPHEUS to design such diversity. AT&T must allow ALPHEUS engineers equitable access to AT&T's network information in lieu of being contractually obligated to providing engineering assistance to ALPHEUS.

*17.7.6 Intentionally Left Blank

*17.7.7 AT&T shall provide the Physical separation between intra-office and inter-office transmission paths where it currently exists and when technically and economically feasible. When additional costs are incurred by AT&T for ALPHEUS specific diversity, AT&T will advise ALPHEUS of the applicable additional charges. AT&T will not process the request for diversity until ALPHEUS accepts such charges. Any applicable performance measures in regard to the request for diversity will be abated from the time diversity is requested until ALPHEUS accepts the additional charges. Appropriate pricing of such diversity is deferred to the subsequent cost/pricing proceeding. In the interim, current UNE rates will apply, with no additional charge, subject to true-up after the conclusion of the subsequent costing/pricing proceeding.

17.8 Digital Cross-Connect System (DCS)

*17.8.1 AT&T will offer Digital Cross-Connect System (DCS) as an option with the unbundled dedicated transport element, providing ALPHEUS the same functionality that is offered to interexchange carriers in the same manner that AT&T provides such functionality to interexchange carriers.

17.9 Network Reconfiguration Service (NRS)

*17.9.1 AT&T will offer NRS as an option with the UDT element with the same functionality and in the same manner that is offered to interexchange carriers. Reconfiguration service requested by ALPHEUS shall be subject to additional charges as outlined in the pricing schedule appendix.

17.10 Miscellaneous

17.10.1 AT&T shall provide to ALPHEUS protection and restoration of equipment and interfaces at parity with levels AT&T maintains for its own transport facilities.

17.10.2 AT&T shall provide to ALPHEUS redundant power supply or battery back-up to the extent implemented in AT&T's transport network.

17.10.3 When AT&T provides UDT as a circuit or as capacity on a higher capacity system, AT&T shall operate the UDT in parity with AT&T's normal operations practices and shall provide any necessary Multiplexing, Grooming, and redundant equipment and facilities necessary to support protection and restoration.

17.10.4 AT&T shall comply with Telcordia and industry standards to the extent implemented in AT&T's transport network.

17.10.5 Where deployed and available on a higher capacity system, AT&T will make available to ALPHEUS interoffice transport services capable of interfacing on copper, coaxial cable and optical fiber facilities. Consistent with currently bundled offerings, the interofffice transport services will be capable of handling transmission rates ranging from voice grade up through Optical Carrier speeds.

18. DARK FIBER

18.1 Definition of Dark fiber

*18.1.1 Dark fiber is fiber which has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services. Dark fiber is unlit optic cable that is deployed within AT&T's network that is in place and easily called into service. Unlit fiber is dark fiber regardless of whether the fiber is spliced or terminated.

*18.1.2 Dark fiber, includes unlit fiber that could be, but is not currently, spliced or terminated in any segment including any "dead count," as well as point to point but not assigned segments. Spare dark fiber is determined by the formula in Section 18.6.2.

*18.1.2.1 ALPHEUS may subscribe to dark fiber that is considered "spare," that with additional splicing and/or termination will render a point to point facility as defined in this Appendix.

*18.1.3 AT&T will splice AT&T fiber to other AT&T dark fiber to deploy end to end connectivity as it does for itself, in a non-discriminatory manner at the rates shown in Appendix Pricing.

*18.1.4 AT&T will make available to ALPHEUS dark fiber facilities taking into account the dark fiber in all fiber cables between the A and Z locations, specified by ALPHEUS, regardless as to whether the dark fiber is spliced in all segments and/or terminated. Between the A and Z locations, if dark fiber is not spliced in all segments and /or terminated, upon request from ALPHEUS, AT&T will splice all segments and/or terminate the dark fiber, and ALPHEUS will pay AT&T a TELRIC rate for such activities.

*18.1.5 Consistent with Section 5.3.12 above, AT&T shall provide ALPHEUS a facility check response that lists all available fiber at the address specified by ALPHEUS. Nothing in this subsection contradicts ALPHEUS' right to submit a facility check that only specifies the Customer or "Z" location, or to require ALPHEUS to submit a facility check.

18.2 Interoffice Dark Fiber

*18.2.1 AT&T will provide interoffice dark fiber transport as an Unbundled Network Element when available. Interoffice Dark Fiber transport is defined as dark fiber between two or more ILEC wire centers or switches.

*18.2.1.1 Intentionally Left Blank

* 18.2.2 Intentionally Left Blank

18.3 Loop Dark Fiber

*18.3.1 AT&T will provide loop dark fiber as an Unbundled Network Element. Unbundled Loop dark fiber, as defined in Section 18.1.1 above, between a AT&T central office and an end user location, where available. All AT&T dark fiber from any AT&T wire center to a customer premise is included as a loop dark fiber irrespective of the serving wire center for such location.

*18.3.2 Dark Fiber

*18.3.2.1 Intentionally Left Blank

18.3.2.2 Intentionally Left Blank

18.4 Sub-Loop Dark Fiber

*18.4.1 Intentionally Left Blank

18.4.2 ALPHEUS cabling will be single-mode.

*18.4.3 AT&T will give access to DWO and facility check information to ALPHEUS to assist ALPHEUS with the design of its network.

18.4.4 AT&T will provide sub-loop dark fiber as an Unbundled Network Element. Sub-loop dark fiber could be, but is not limited to, a segment between:

18.4.4.1 a AT&T central office and a remote terminal/CEV/Hut; or
a remote terminal/CEV/Hut and a Customer premise.

18.4.5 Dark Fiber sub-loop segments are not limited to remote terminal/CEV/Hut outlined below. Dark Fiber sub-loops can be obtained at any technically feasible point in the loop network, including fiber in multi-tenant buildings and at distribution frames that have been deployed in buildings other than AT&T central offices.

18.4.6 Upon receipt an ALPHEUS Sub-loop Access Application, AT&T shall provide to ALPHEUS within thirty (30) calendar days a written estimate for the actual construction, labor, materials, and related provisioning costs to be incurred to fulfill the SCA ("Special Construction Arrangement") as outlined herein, on a time and materials basis. ALPHEUS agrees to pay AT&T appropriate reasonable rates for the engineering and other associated costs performed when ALPHEUS submits a request to provide a written estimate for sub-loop(s).

18.5 Access to Dark Fiber Information

*18.5.1 AT&T will provide ALPHEUS a report with route and available facility information for all dark fiber and/or dark fiber loops to ALPHEUS-requested locations as outlined in Sections 5.3.4.2 *et seq*.

*18.5.2 Intentionally Left Blank

*18.5.3 Intentionally Left Blank

*18.5.4 Intentionally Left Blank

18.5.5 Available Dark Fiber Information includes, but is not limited to the following:

*18.5.5.1 Intentionally Left Blank

*18.5.5.2 Intentionally Left Blank

*18.5.5.3 The TIRKS database. AT&T shall provide ALPHEUS reports and information as requested by ALPHEUS, from the TIRKS database. AT&T shall provide such reports for information to ALPHEUS within five (5) business days of ALPHEUS' request or other mutually agreed to time frame. Within ten (10) business days of the effective date of this agreement, AT&T will provide ALPHEUS with a list of the fields or categories of information available from the TIRKs database. Within ten (10) business days of receipt of the list, ALPHEUS will identify which fields or categories it wants included in the Business Objects Reports provided by AT&T.

*18.5.5.4 Intentionally Left Blank

*18.5.5.5 AT&T is not obligated to provide engineering assistance to ALPHEUS. However, ALPHEUS must be allowed an equitable opportunity to do its own engineering work. AT&T must allow ALPHEUS engineers equitable access to AT&T network information. In the event an ALPHEUS engineer may require the assistance of a AT&T engineer to gain access to a part of AT&T's network design, this type of assistance is not considered "engineering assistance" as specified in this section.

*18.5.5.6 Intentionally Left Blank

18.6 Determining Spare Fibers:

*18.6.1 AT&T will inventory and track spare dark fibers owned, controlled, or reserved for itself.

[1]18.6.2 Process for determining dark fiber availability

STEP ONE, the cable(s): determine the total number of fibers in the particular fiber cable(s) with identified starting and ending points in the relevant interoffice transport or feeder segment.

[1] Section 18.6.2 is available only in the State of Texas. The Parties agree that this language is a non-voluntary offering by AT&T and consistent with the Order of the Public Utility Commission of Texas in Docket 23396, JOINT PETITION OF COSERV, L.L.C. d/b/a COSERV COMMUNICATIONS AND MULTI TECHNOLOGY SERVICES, L.P. d/b/a COSERV BROADBAND SERVICES FOR ARBITRATION OF INTERCONNECTION RATES, TERMS CONDITIONS, AND RELATED ARRANGEMENTS WITH SOUTHWESTERN BELL TELEPHONE COMPANY. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

STEP TWO, defective fiber: determine the number of defective fibers and subtract that number from the total number of fibers in the cable.

STEP THREE, fiber reserved (dedicated) for maintenance or emergency: the following table shall be employed to determine the number of fibers to be dedicated for maintenance and emergency.

NUMBER OF FIBERS IN CABLE	NUMBER OF FIBERS DEDICATED
= 24 fibers	2
25 – 144 fibers	4
Over 144 fibers	8

Subtract the number of dedicated fibers from the result of Step Two, above.

STEP FOUR, AT&T's lit fibers: determine the number of fibers currently in use by AT&T**.** Include those fibers to be used in a project that has been designed, funded and for which equipment has been ordered. Subtract this number from the result of Step Three, above.

STEP FIVE, other CLECs' lit fibers: determine the number of fibers currently in use by CLECs other than the requesting CLEC. Include those fibers that have been ordered but have not yet been lit and those fibers ordered by the requesting CLEC more than 24 months before the date of the current order. Subtract this number from the result of Step Four, above.

STEP SIX, feeder segment or interoffice transport segment: where multiple cables are in place, conduct the entire calculation above for each cable separately and sum the "fiber available to the requesting CLEC". If cables exist in the segment in which no fibers have yet been lit, the calculation shall include these fibers, subject to any applicable steps above, for purposes of determining availability. The result is **"**AT&T's excess dark fiber capacity."

STEP SEVEN, 25%: multiply the number the result of Step Six by .25.

STEP SEVEN-A, five or fewer fibers available: when (1) five or fewer fibers remain in a feeder or interoffice transport segment, (2) the requesting CLEC has no fiber in the segment, and (3) the request is for more than one fiber, the minimum fiber "allocation" shall be two.

STEP EIGHT, requesting CLEC's fiber: determine the number of fibers in the relevant feeder or interoffice transport segment that have been ordered by the requesting CLEC during the 24 months before the date of the current order. Subtract that number from the result of Step Seven, above.

STEP NINE, the result: Round the result of Step Eight, above, the nearest even number. Although a single fiber may be utilized for a number of purposes – particularly when enhanced by advanced electronics – that customary design and efficient use employs fibers in multiples of two. This is the number of fibers available to the requesting CLEC unless Step Seven-A applies.

*18.6.3 Defective fibers are fibers and associated splices and terminations in an existing fiber optic cable that have been determined to be unusable by the ILEC or another CLEC. Upon request by ALPHEUS, AT&T must disclose, in writing, its rationale for asserting that particular fibers are defective and information describing any repair efforts that have been undertaken by AT&T on the fibers. AT&T must provide such documentation to ALPHEUS no later than five (5) business days following ALPHEUS' request. (Interim Order 091203)

18.6.4 The appropriate AT&T engineering organization will maintain records on each fiber optic cable including defective, maintenance spares, and reserved growth fibers.

18.7 Pre-Ordering Process for Dark Fiber

18.7.1 The minimum number of fiber strands that ALPHEUS can order is one. Fiber strands may be ordered on a strand-by-strand basis, however ALPHEUS may order multiple strands on a single service order.

*18.7.2 To request UNE dark fiber, ALPHEUS will submit a dark fiber facility inquiry. Such inquiry is limited to:

18.7.2.1 a specific point to point or A to Z arrangement,

*18.7.2.2 a specific customer address only and require any and all dark fiber available between any or all AT&T offices and such address or to the closest point in AT&T's network to such address,

*18.7.2.3 or, can be for a multi-tenant building where AT&T will outline all available termination points in such building as

well as all of the central offices that have fiber terminated to such building

*18.7.2.4 or, the location of the nearest fiber to the customer location.

*18.7.3 When ALPHEUS submits a dark fiber facility inquiry, the UNE rates for the inquiry will be charged as provided for in Appendix Pricing.

*18.7.4 AT&T will provide its dark fiber facility inquiry response to ALPHEUS in the following manner, 1 to 10 inquires per Central Office, within five (5) business days of AT&T's receipt of the inquiry from ALPHEUS, 11 to 20 inquiries, within ten (10) business days, and over 20 inquires per Central Office, AT&T will treat the large request as a project and determine an appropriate response time.

*18.7.5 When ALPHEUS provides AT&T information which shows the inaccuracy of a AT&T response to a dark fiber facility check, AT&T will correct such inaccuracies, if any. In the event ALPHEUS informs AT&T that the facility check response was inaccurate, AT&T shall recheck those facilities at no charge. If subsequent checks result in the same "no facilities" finding, ALPHEUS shall pay AT&T for the recheck at the regular rate. Further, if AT&T returns an inaccurate response and a recheck of that response reveals that facilities are in fact available, the provisioning interval for those facilities shall be reduced by the amount of time it took AT&T to respond to the initial facility check request.

*18.7.6 AT&T shall provide ALPHEUS with all relevant information on available dark fiber to ALPHEUS-requested terminating locations, including alternative routes, and fiber terminating at the closest location to the Customer premises if none exists at the Customer premises. Also, in the case of facilities within a building, if fiber does not exist to the floor specified by ALPHEUS, but is available elsewhere in the building, AT&T will indicate where in the building facilities are available rather than responding that there are no facilities available.

*18.7.6.1 If ALPHEUS' Dark Fiber Facility Inquiry included a customer address, and fiber is not available to that specific address, AT&T's Dark Fiber Facility Response must indicate the location nearest that address where Dark Fiber is available for ALPHEUS' use.

*18.7.6.2 Intentionally Left Blank

*18.7.6.3 Intentionally Left Blank

*18.7.7 AT&T will provide ALPHEUS with route and available facility information for dark fiber and/or loops to ALPHEUS-requested locations, including available routes to wire centers other than the traditional serving wire center.

*18.7.7.1 or, for a multi-tenant building where AT&T will outline all available termination points in such building as well as all of the central offices that have fiber terminated to such building if no facilities exist,

*18.7.7.2 or, the location of the nearest fiber to the customer location if no facilities exist

*18.7.8 When ALPHEUS requests an A to Z location for interoffice dark fiber and the shortest route that AT&T would use to design the path for such A to Z location does not have available fiber, AT&T will utilize other routes between its offices to provide the requested interoffice dark fiber between the A to Z location, if facilities exist.

*18.7.8.1 Such alternate routes will be designed using most direct, best available route.

*18.7.8.2 AT&T will respond to a facility check request submitted by ALPHEUS by supplying information relevant to ALPHEUS' request, including, but not limited to, fiber route and path information.

*18.7.8.3 AT&T shall provide ALPHEUS with facility diversity to the extent it already exists in AT&T's network for that end-to-end scenario. AT&T is not required to construct or install new facilities in order to provide ALPHEUS with diverse routing, unless ALPHEUS has made its request via the BFR process for ordering additional facilities at an increased cost. Upon request, ALPHEUS may request a specific route if that route is available.

18.8 Ordering Process for Dark Fiber

*18.8.1 Dark fiber will be assigned to ALPHEUS when an ASR/LSR is processed and released to ALPHEUS on the applicable order due date

*18.8.3 If ALPHEUS requests a Design Layout Record (DLR) at the time the circuit is ordered, AT&T will provide the DLR on the date identified by the Firm Order Commitment.

*18.8.4 The DLR will include all information available to AT&T engineers, including, but not limited to Circuit Identification (CKID).

*18.8.5 For all dark fiber orders other than those that require splicing and/or termination, AT&T shall make Dark Fiber available to ALPHEUS within twenty (20) business days after it receives written confirmation from ALPHEUS via the LSR/ASR process that the previously deemed available by AT&T is wanted for use by ALPHEUS. For dark fiber orders that require splicing and/or termination, AT&T shall make a Dark Fiber available to ALPHEUS within thirty (30) business days after it receives written confirmation from ALPHEUS via the LSR/ASR process that the dark fiber previously deemed available by AT&T is wanted for use by ALPHEUS. Due dates for special projects shall be considered on a case-by-case basis.

*18.8.6 AT&T shall consider ALPHEUS' forecasts and give them consideration when AT&T formulates it's plans to accommodate foreseeable demand in the design and expansion of AT&T's network.

18.9 Installation, Provisioning and Maintenance of Dark Fiber

*18.9.1 Intentionally Left Blank.

18.9.2 AT&T will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. ALPHEUS will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the ALPHEUS equipment. AT&T and ALPHEUS will conduct joint testing to insure such demarcation point is spliced correctly.

*18.9.3 As part of the installation process, AT&T will test each dark fiber from the closest point in the central office to ALPHEUS' collocation. AT&T will outline in such test, the db loss at 1310nm, where equipment is available testing will also be at 1550nm. Where AT&T technicians performing loss measurements have equipment available at their reporting location for Central Office forces or on the vehicles for the applicable outside field work group to perform Actual Measured Loss (AML) tests at 1550nm such tests shall be performed and the results given to ALPHEUS. Additional testing, including reflectance testing, is available as described in Section 7, Cooperative Testing.

18.10 Right of Revocation of Access to Dark Fiber

[2]18.10.1 Should ALPHEUS not utilize the fiber strands subscribed to within the 12-month period following the date AT&T provided the fibers, ALPHEUS may request a sixty (60) day extension for access to the fiber strands, by written notice, before the expiration of the twelve month period. In the event that ALPHEUS does not utilize the fiber strands within the initial twelve-month period and does not timely request a sixty (60) day extension, AT&T reserves the right, to revoke ALPHEUS' access to the dark fiber and recover those fiber facilities and return them to AT&T's inventory at the expiration of the twelve month period. In the event that ALPHEUS does request a sixty (60) day extension, and fails to utilize the fiber strands provided within the initial twelve-month period and extension thereof, AT&T reserves the right to revoke ALPHEUS' access to the dark fiber and recover those fiber facilities and return them to AT&T's inventory at the expiration of the sixty (60) day extension. AT&T shall not be required to provide alternative facilities if ALPHEUS is not utilizing the dark fiber.

18.10.2 AT&T may reclaim from ALPHEUS the right to use dark fiber, whether or not the dark fiber is being utilized by ALPHEUS, upon twelve (12) months' written notice to ALPHEUS. AT&T will provide an alternative facility for ALPHEUS with the same bandwidth ALPHEUS was using prior to reclaiming the facility. AT&T must also demonstrate to the CLEC that the dark fiber will be needed to meet AT&T's bandwidth requirements within the 12 months following the revocation

18.11 Access Methods specific to Dark Fiber

18.11.1 The demarcation point for dark fiber at central offices, remote terminals and end user customer premises will be in an AT&T approved splitter shelf, which allows for non-intrusive testing. When dark fiber is installed to be cross-connected to ALPHEUS' collocation arrangement in a AT&T central office, AT&T will perform an AML measurement from the closest hand off point to ALPHEUS' collocation arrangement.

[2] Sections 18.10.1 through 18.10.2 are available only in the State of Texas. The Parties agree that this language is a non-voluntary offering by AT&T and consistent with the Order of the Public Utility Commission of Texas in Docket 23396, JOINT PETITION OF COSERV, L.L.C. d/b/a COSERV COMMUNICATIONS AND MULTI TECHNOLOGY SERVICES, L.P. d/b/a COSERV BROADBAND SERVICES FOR ARBITRATION OF INTERCONNECTION RATES, TERMS CONDITIONS, AND RELATED ARRANGEMENTS WITH SOUTHWESTERN BELL TELEPHONE COMPANY. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.

18.11.2 At remote terminals, CEVs and Huts, ALPHEUS' access to the dark fiber will be provided via the network demarcation point at the Customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

18.11.3 ALPHEUS may collocate, providing collocation application and associated criteria are met, when ALPHEUS seeks interconnection and requests to place non-passive electronics in a remote terminal/CEV/Hut provided AT&T has existing and available space in these locations.

18.11.4 This Agreement outlines two (2) of the options for obtaining dark fiber subloop access. Other forms of access, if required by ALPHEUS, will be developed between the Parties. Prior to ordering subloop facilities, ALPHEUS 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).

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

18.11.5.1 At remote terminals, CEVs and Huts, ALPHEUS access to the dark fiber will be provided via the network demarcation point at the Customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut. ALPHEUS may elect to place its cable, defined by the engineer in the design phase, that AT&T will terminate on available demarcation points or terminal.

19. INTENTIONALLY LEFT BLANK

20. CROSS CONNECTS

20.1 A cross connect is the transmission media between:

20.1.1 a AT&T UNE and an ALPHEUS designated point of access, as described in various sections of this Appendix,

20.1.2 between a AT&T UNE and a Collocation area for the purpose of permitting ALPHEUS to connect a AT&T UNE to other UNEs or to the ALPHEUS' own facilities,

20.1.3 between ALPHEUS' Collocation arrangement and another Telecommunications Carrier's Collocation arrangement when both are Collocated in the same AT&T central office; or,

20.1.4 between two UNEs that AT&T has connected together for use by ALPHEUS. When AT&T connects one UNE to another UNE on behalf of ALPHEUS, or leaves connected one UNE to another UNE on behalf of ALPHEUS, the cross connect is the media between one AT&T UNE and another AT&T UNE

20.2 AT&T will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing.

20.3 The applicable Loop cross connects shall include, but shall not be limited to, the following:

20.3.1	2-Wire Analog Loop to Collocation
20.3.2	2-Wire Analog Loop to UNE Connection Methods point of access
20.3.3	2-Wire Analog Loop to Collocation (without testing)
20.3.4	Intentionally Left Blank
20.3.5	4-Wire Analog Loop to Collocation
20.3.6	4-Wire Analog Loop to UNE Connection Methods point of access
20.3.7	4-Wire Analog Loop to Collocation (without testing)
20.3.8	2-Wire Digital Loop to Collocation
20.3.9	2-Wire Digital Loop to UNE Connection Methods point of access
20.3.10	2-Wire Digital Loop to Collocation (without testing)
20.3.11	4-Wire Digital Loop to Collocation
20.3.12	4-Wire Digital Loop to UNE Connection Methods point of access
*20.3.13	4-Wire Digital Loop to Collocation/Mux(without testing)
20.3.14	DSL Shielded Cross Connect to Collocation
20.3.15	2-Wire DSL non-shielded cross connect to Collocation
20.3.16	4-Wire DSL non-shielded cross connect to Collocation
20.3.17	DS3 loop to Collocation

20.3.18	Intentionally left blank
20.3.19	OCn/OCnc loop to Collocation
20.3.20	Intentionally left blank
20.3.21	Dark fiber loop to Collocation
20.3.22	Dark fiber sub-loop to Collocation
20.3.23	Intentionally left blank
20.3.24	Intentionally left blank
*20.3.25	Dark fiber loop to Dark fiber transport
20.3.26	Intentionally left blank

20.4 The applicable dedicated transport cross connects include, but are not limited to:

20.4.1	DS-1 to Collocation
20.4.2	DS-1- to mux
20.4.3	DS-1 to loop
20.4.4	DS-3 to Collocation
20.4.5	DS-3 to mux
20.4.6	DS-3 to loop
20.4.7	OC-3/OC-3c to Collocation
20.4.8	OC-3/OC-3c to loop
20.4.9	OC-3/OC-3c to mux
20.4.10	OC-12to Collocation
20.4.11	OC-12/OC-12c to loop
20.4.12	OC-12/OC-12c to mux
20.4.13	OC-48 to Collocation
20.4.14	OC-48/OC-48c to loop
20.4.15	OC-48/OC-48c to mux
20.4.16	Intentionally left blank
20.4.17	Dark fiber transport to Collocation
*20.4.18	Dark fiber loop to Dark fiber transport
20.4.19	Intentionally left blank

20.5 The applicable Port cross connects for the purpose of ALPHEUS or AT&T connecting a AT&T Port UNE to ALPHEUS Collocated facilities are as follows:

20.5.1 Analog Line Port to Collocation

20.5.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

20.5.3 Primary Rate Interface (PRI) Trunk Port to Collocation

20.5.4 Analog DID Trunk Port to Collocation

20.5.5 DS-1 Trunk Port to Collocation

20.6 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a AT&T Loop with a AT&T Port are as follows:

20.6.1 Analog Loop to Switch Port 2W

20.6.2 Digital Loop to Switch Port 2W

20.6.3 Digital Loop to Switch Port 4W

*20.7 The applicable multiplexing cross connects for the purposes of ALPHEUS or AT&T connecting a AT&T multiplexing port UNE to an ALPHEUS collocated facility include, but are not limited to:

*20.7.1 DS1 Multiplexing Port to Collocation

*20.7.2 DS3 Multiplexing Port to Collocation

*20.8 The applicable multiplexing cross connects for the purpose of ALPHEUS or AT&T connecting a AT&T multiplexing port UNE to a loop UNE include, but are not limited to:

*20.8.1 DS1 Multiplexing Port to DS0 Loop

*20.8.2 DS1 Multiplexing Port to DS1 Loop

*20.8.3 DS3 Multiplexing Port to DS1 Loop

*20.8.4 DS3 Multiplexing Port to DS3 Loop

21. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

21.1 AT&T will provide access to operator service and directory assistance databases where technically feasible. (47 C.F.R. § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

22. SIGNALING NETWORKS AND CALL-RELATED DATABASES

22.1 Signaling Networks and Call-Related Databases are Unbundled Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to AT&T's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 46.7.2).

23. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

23.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T's databases and information. AT&T will provide ALPHEUS access to its Operations Support Systems Functions as outlined in Appendix OSS.

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26. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

26.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

*27. CONFIDENTIALITY OF INFORMATION

*27.1 AT&T will require CLECs to provide evidence that the CLEC has instituted an appropriate process for security clearance for the CLEC's personnel that handle information related to AT&T's cable routing.

*27.2 The provisions of the General Terms & Conditions of this Agreement apply to network information, including but not limited to location and routing of AT&T fiber provided to ALPHEUS under this Appendix.

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*27.3.1 All ALPHEUS employees and contractors that will have access to AT&T's information dealing with facility routing and availability, location of facilities, etc. must sign a Non disclosure agreement ("NDA") that will be prepared outlining specifics on how the information is to be handled. The "NDA" is required for all personnel and contractors that will access the information, not just those that will visit AT&T locations to obtain some, or all of the information. In particular the Non disclosure

agreement will require that the information not be used for marketing or sales information.

*27.3.2 Each party will provide reasonable assurances that it has implemented training for all such personnel regarding their confidentiality obligations under this section and the General Terms and Conditions of this Agreement.

*27.3.3 Neither party will be allowed to use information regarding the other party's cable routing or prospective cable routing solely to target marketing leads including leads where additional marketing is needed to avoid losing a customer. Notwithstanding anything in this Agreement to the contrary, however, each party shall have the full right to use its own network information, including UNEs subscribed to by a party (both current and future) to sell its services to prospective customers. AT&T may take reasonable steps to protect its own information, or information of its customers, such as redacting customer name and other information.

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SCHEDULE - UNE COMBINATIONS

(Texas)

UNE-P

2-Wire Analog Loop to Analog Line Port
2-Wire Digital Loop to ISDN BRI Line Port
2-Wire Analog Loop to Analog DID Trunk Port
4-Wire Digital Loop to PRI Trunk Port
4-Wire Digital Loop to DS1 Trunk Port

Notes:

1 Above UNE loop and UNE switch port recurring charges are identical to the loop and port recurring charges for stand alone UNE loop and UNE switch port rates in the Generic Price Schedule. Any changes to stand alone UNE loop or switch port rates will also be effective for UNE-P loop and switch port rate elements.

2 Usage rates elemets for unbundled local switching (per the price schedule) also apply for UNE-P.

*Subloops

*DS3 sub loop to DS3, OC3, OC12, OC48, OC192 UDT
*DS3 sub loop to DS3, OC3, OC12, OC48, OC192 Entrance Facility
*OC3 sub loop to OC3, OC12, OC48, OC192 UDT
*OC3 sub loop to OC3, OC12, OC48, OC192 Entrance Facility
*OC12 sub loop to OC12 or OC48 UDT
*OC12 sub loop to OC12 or OC48 Entrance Facility
*OC48 sub loop to OC48 or OC192 UDT
*OC48 sub loop to OC48 or OC192 Entrance Facility

*Hi Capacity Loop and Transport Combinations with or without Multiplexing

*DS3 loop to DS3, OC3, OC12, OC48 or OC192 UDT
*DS3 loop to DS3, OC3, OC12, OC48 or OC192 Entrance Facility
*OC3 loop to OC3, OC12, OC48, or OC192 UDT
*OC3 loop to OC3, OC12, OC48, or OC192 Entrance Facility
*OC12 loop to OC12 or OC48 UDT
*OC12 loop to OC12 or OC48 Entrance Facility
*OC48 loop to OC48 or OC192 UDT
*OC48 loop to OC48 or OC192 Entrance Facility

*Transport Combinations with or without Multiplexing

*DS3 Entrance Facility to DS3, OC3, OC12 or OC48 UDT to DS3, OC3, OC12 or OC48 Entrance Facility
*OC3 Entrance Facility to OC3, OC12, or OC48 UDT to OC3, OC12, or OC48 Entrance Facility
*OC12 Entrance Facility to OC12 or OC48 UDT to OC12 or OC48 Entrance Facility
*OC48 Entrance Facility to OC48 or OC192 UDT to OC48 or OC192 Entrance Facility
*OC192 Entrance Facility to OC192 UDT to OC192 Entrance Facility

*Loop/Transport/Entrance Facility Combinations with or without Multiplexing

*DS1 loop to DS1, DS3 or OC3 UDT to DS1, DS3, OC3 Entrance Facility
*DS3 loop to DS3, OC3, OC12 or OC48 UDT to DS3, OC3, OC12 or OC48 Entrance Facility
*OC3 loop to OC3, OC12 or OC48 UDT to OC3, OC12 or OC48 Entrance Facility
*OC12 loop to OC12 or OC48 UDT to OC12 or OC48 Entrance Facility
*OC48 loop to OC48 or OC192 UDT to OC48 or OC192 Entrance Facility

*Loop to Loop Combinations with or without Multiplexing

*2-Wire Analog Loop to DS1 or DS3 loop
*4-Wire Analog Loop to DS1 or DS3 loop
*2-Wire Digital Loop to DS1 or DS3 loop
*4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 loop

An Asterisk (*) represents language ordered in the Texas PUC Docket No. 25188, Arbitration Award between SWBT-TX and El Paso Networks, LLC.

*Loop to Loop Combinations
*OC3 loop to OC3 loop
*OC12 loop to OC12 loop
*OC48 loop to OC48 loop
*Loop/Transport/Loop Combinations with or without Multiplexing
*DS1 loop to DS1, DS3, OC3 UDT to DS1, DS3, or OC3 loop
*DS3 loop to DS3 or OC3 UDT to DS3, or OC3 loop
*OC3 loop to OC3, OC12 or OC48 UDT to OC3, OC12 or OC48 loop
*OC12 loop to OC12 or OC48 UDT to OC12 or OC48 loop
*OC48 loop to OC48 or OC192 to OC48 loop
*Dark Fiber Combinations
*Dark fiber subloop to dark fiber transport
*Dark fiber loop to dark fiber transport
*Dark fiber to dark fiber transport
*Dark fiber subloop to dark fiber loop or dark fiber
*Dark fiber loop to dark fiber loop or dark fiber
*Dark fiber to dark fiber loop or dark fiber subloop
*Dark fiber subloop to dark fiber transport to dark fiber loop, subloop
*Dark fiber loop to dark fiber transport to dark fiber loop, subloop
*Dark fiber to dark fiber transport to dark fiber loop, subloop
*Dark fiber loop to dark fiber subloop (building/house riser cable)

ATTACHMENT A

APPENDIX WIRE CENTER CLASSIFICATION TO ALPHEUS UNE ATTACHMENT SECTION 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 in the May 10, 2006 filing in Docket 32526 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). 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.

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. 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 transition impacted loop/transport circuits within a 60 calendar day transitional period and dark fiber transport within an eight month transition period, as ordered in Docket No. 30459. 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 DS0 voice grade equivalents; h) the names of unaffiliated fiber-based collocators, if fiber-based collocators were utilized as a determining factor for designation; and i) affidavits of persons attesting to the aforementioned information.

1.1.3 In the state of Texas, if it desires to do so, AT&T TEXAS can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures: AT&T TEXAS will notify CLEC of its intent to dispute CLEC's self-certification within 30 days of CLEC's self-certification or within 30 days of the effective date of the Amendment under which this Appendix is made part of CLEC's Agreement, whichever is later. AT&T TEXAS will file the dispute for resolution with the state Commission within 60 days of CLEC's self-certification or within 60 days of the effective date of the Amendment, whichever is later. AT&T TEXAS will notify CLECs of the filing of such a dispute via Accessible Letter.

If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed wire center designation(s). The Parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute. AT&T TEXAS' failure to file a timely challenge, i.e., within 60 days of the CLEC's self-certification or within 60 days of the effective date of this Amendment, whichever is later, to any CLEC's self certification for a given wire center, shall be deemed a waiver by AT&T TEXAS of its rights to challenge any subsequent self certification submitted by CLEC for that wire center except as provided below. AT&T TEXAS shall promptly notify CLEC of any time where AT&T TEXAS has waived its ability to challenge a self-certification as to any wire center.

AT&T TEXAS may challenge future CLEC self-certifications pertaining to the wire center if the underlying facts pertaining to the designation of non-impairment have changed such that AT&T TEXAS asserts that the non-impairment thresholds set forth in the FCC's TRRO and accompanying rules have been met, in which case the Parties will follow the provisions for updating the wire center list outlined in Section 1.1.1 of this Appendix.

If AT&T TEXAS issues an Accessible Letter notifying CLECs that it has filed a self-certification dispute, and CLEC had not previously submitted a self-certification for the wire center(s) in dispute, AT&T TEXAS will accept a self-certification from CLEC indicating that it is relying upon the self-certification of another carrier for its reasonably diligent inquiry for ten calendar days after the issuance of the Accessible Letter. During the timeframe of any dispute resolution proceeding, AT&T TEXAS shall continue to provide the High-Capacity Loop or Transport facility in question to CLEC that submitted a self-certification for the wire center(s) in dispute at the rates in the UNE Pricing Appendix to the Agreement. If the CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop or transport shall be subject to true-up as follows:

1.1.3.1 For wire centers designated in AT&T TEXAS' May 10, 2006 filing in Docket No. 32526 and

1.1.3.1.1 For the affected loop/transport element(s) installed prior to March 11, 2005,

1.1.3.1.1.1 CLEC will provide true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rate determined using 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") between March 11, 2005 and the end of the initial TRRO transition period of before March 11, 2006 for DS1/DS3 loop and transport and before September 11, 2006 for dark fiber transport. If affected loops/transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide true-up for the period after the end of initial TRRO transition

period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually disconnected or transitioned to an alternative service or arrangement. If no equivalent special access rate exists, true-up will be determined using the Transitional Pricing. The applicable equivalent special access rate/Transitional Pricing as described above will continue to apply until the facility has been transitioned.

1.1.3.1.2 For the affected loop/transport element(s) installed after March 11, 2005, CLEC will provide true-up to an equivalent special access rate as of the latter of the date billing began for the provisioned element or thirty days after AT&T TEXAS' notice of non-impairment. If no equivalent special access rate exists, true-up will be determined using the Transitional Pricing described in Section 1.1.3.1.1.1 The applicable equivalent special access rate/Transitional Pricing will continue to apply until the facility has been transitioned.

1.1.3.2 For wire centers designated after AT&T TEXAS' May 10, 2006 filing in Docket No. 32526 and

1.1.3.2.1 For affected loop/transport elements ordered before AT&T TEXAS' future wire center designations,

1.1.3.2.1.1 For Dark Fiber Transport, if the applicable transition period is within the initial eighteen month *TRRO* transition period of before September 11, 2006 for dark fiber transport , CLEC will provide true-up during the period between the date that is thirty (30) days after AT&T TEXAS' notice of non-impairment and the date the circuit is transitioned at the Transitional Pricing described in Section 1.1.3.1.1.1.

1.1.3.2.1.2 For Dark Fiber Transport, if the applicable transition period is after the initial TRRO transition period of September 11, 2006 for dark fiber transport, CLEC will provide true-up based on the rate in effect at the time of AT&T TEXAS' non-impairment designation plus 15% between the date that is thirty (30) days after AT&T TEXAS' notice of non-impairment and the end of the applicable eight month transition period, as ordered in Docket No. 30459, Alpheus shall pay the equivalent special access rates during the period between the end of the initial eight month transition period and the date the circuit is actually transitioned, if the circuit is transitioned after the conclusion of the applicable transition period. If no equivalent special access rate exists, true-up will be determined using the transitional rate described in this Section. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.2.1.3 For DS1/DS3 Transport or DS1/DS3 Loops, CLEC will provide true-up based on the rate in effect at the time of AT&T TEXAS' non-impairment designation plus 15% between the date that is thirty (30) days after AT&T TEXAS' notice of non-impairment and the end of the applicable transition period described in Section 1.1.1.5 of this Appendix. If the circuit is transitioned after the conclusion of the applicable transition period Alpheus shall pay 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 this Section. The applicable equivalent special access/transitional rate as described above will continue to apply until the facility has been transitioned.

1.1.3.2.2 For affected loop/transport elements ordered after SBC's wire center designation, CLEC will provide true-up for the affected loop/transport element(s) to an equivalent special access rate for the affected loop/transport element(s) as of the latter of the date billing began for the provisioned element or thirty (30) days after 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 1.1.3.2.1.3 . The applicable equivalent special access/transitional rate will continue to apply until the facility has been transitioned.

1.1.4 If the CLEC has self-certified, and, during the pendency of any self-certification dispute, including but not limited to Docket No. 31303, has paid transitional rates for circuits that were covered by the self-certification, AT&T Texas will pay true-up to the CLEC in the event the state Commission upholds the CLEC's self-certification. AT&T Texas will pay true-up to CLEC based on the difference between the transitional rate paid by the CLEC and the TELRIC-based rate to which the CLEC is entitled.

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

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

1.3 AT&T TEXAS will process CLEC orders for DS1/DS3 High Capacity Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. AT&T TEXAS will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.

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

APPENDIX WP

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APPENDIX WP
(WHITE PAGES DIRECTORY)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions that shall apply to switched-based Alpheus Communications, L.P. ("ALPHEUS") or ALPHEUS' leasing unbundled switched ports for End User Listings in White Page directories provided by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and ALPHEUS.

2. SERVICE PROVIDED

2.1 SWBT-TX publishes alphabetical White Pages (WP) directories for its geographic local service areas. ALPHEUS provides, local exchange telephone service in the same area(s) and wishes, to include listing information for its End Users in the appropriate SWBT-TX WP directories.

2.2 ALPHEUS also desires distribution to its End Users of the WP directories that include listings of ALPHEUS' End Users.

2.3 Subject to SWBT-TX's practices, as well as the rules and regulations applicable to the provision of WP directories, SWBT-TX will include in appropriate WP directories the primary alphabetical listings of ALPHEUS End Users located within the local directory scope. The rules, regulations and SWBT-TX practices are subject to change from time to time.

2.4 When ALPHEUS provides its subscriber listing information to SWBT-TX listings database, ALPHEUS will receive for its End User, one primary listing in the SWBT-TX WP directory and a listing in SWBT-TX's directory assistance database.

2.5 ALPHEUS shall furnish to SWBT-TX, in a form acceptable to both Parties, subscriber listing information pertaining to ALPHEUS End Users located within the local directory scope, along with such additional information as SWBT-TX may require to prepare and print the alphabetical listings of said directory. ALPHEUS will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of nonlisted or nonpublished status) affecting the directory assistance database or the directory listing of an ALPHEUS End User.

2.6 ALPHEUS may provide ALPHEUS' subscriber listing information to SWBT-TX for inclusion in the WP directory via either a mechanical or manual feed of the listing information to SWBT-TX's directory listing database.

2.6.1 Sixty (60) days prior to the directory close date for a particular directory, SWBT-TX shall make available to ALPHEUS, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. ALPHEUS shall review the listing information and shall submit to SWBT-TX any appropriate additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date. The listing information shall also include Directory Delivery Address information for each SWBT-TX end user.

2.7 Each ALPHEUS End User will receive one copy per primary End User listing of SWBT-TX White Pages directory in the same manner and at the same time that they are delivered to SWBT-TX's subscribers during the annual delivery of newly published directories.

2.7.1 SWBT-TX has no obligation to provide any additional White Page directories above the directories provided to ALPHEUS or ALPHEUS End Users after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, ALPHEUS may provide to SWBT-TX written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, SWBT-TX will deliver the remaining directories included in ALPHEUS' order in bulk to an address specified by ALPHEUS.

2.7.2 SWBT-TX shall not be required to deliver a directory to an ALPHEUS End User until new White Page directories are published for that End User's location**.**

2.8 SWBT-TX will provide ALPHEUS with 1/8th page in each directory (where ALPHEUS has or plans to have local telephone exchange customers) for ALPHEUS to include ALPHEUS specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, ALPHEUS shall provide SWBT-TX with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of ALPHEUS' camera-ready copy shall be subject to SWBT-TX approval. In those directories in which SWBT-TX includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at ALPHEUS' request, subject to the guidelines set forth above.

2.9 At its request, ALPHEUS may purchase one (1) one-sided "Informational Page" in the informational section of the WP directory covering a geographic area where ALPHEUS provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than SWBT-TX "Informational

Pages". Sixty (60) calendar days prior to the directory close date, ALPHEUS shall provide to SWBT-TX the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 ALPHEUS authorizes SWBT-TX to include and use the subscriber listing information provided to SWBT-TX pursuant to this Appendix in SWBT-TX's WP directory and SWBT-TX's directory assistance databases. Included in this authorization is the exchange of extended area service listings SWBT-TX provides for Independent Company directory publications and release of ALPHEUS 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 SWBT-TX's use of ALPHEUS' subscriber listing information in SWBT-TX's directory assistance, directory assistance related products and services, and directory publishing products and services.

3.2 At ALPHEUS' written request, SWBT-TX shall transmit ALPHEUS' End User listing information to designated third party directory publishers (limited to publishers to which SWBT-TX transmits its own listing information).

4. PRICING

4.1 SWBT-TX will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to ALPHEUS end users, plus an annual, per book copy charge at the time directories are delivered in bulk to ALPHEUS. SWBT-TX has no obligation to warehouse WP directories for ALPHEUS or provide WP directories to ALPHEUS' End Users subsequent to the annual distribution of newly published directories. The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference.

4.2 SWBT-TX has no obligation to provide any additional WP directories above the number of directories forecast by ALPHEUS per Section 2.7 above. While SWBT-TX has no obligation to provide WP directories to ALPHEUS or ALPHEUS' End Users after the annual distribution of newly published directories, SWBT-TX will in good faith attempt to accommodate ALPHEUS requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.7 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, SWBT-TX will provide the directories in bulk to ALPHEUS and will assess a per book charge.

4.3 Where an ALPHEUS End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, SWBT-TX will assess ALPHEUS a charge for such listings at existing SWBT-TX tariff rates. An additional charge at SWBT-TX's tariff rate applies when ALPHEUS wishes to list an End User in SWBT-TX's directory assistance database but does not wish to have its End User listed in SWBT-TX's WP directory. In addition, for those ALPHEUS End Users served by ALPHEUS via a SWBT-TX unbundled switch port, ALPHEUS may elect to have its End User unlisted and the listing not published in SWBT-TX's WP directory at SWBT-TX's tariff rate for those nonpublished, nonlisted services.

5. ASSIGNMENT

5.1 Except as stated in Section 3 herein, ALPHEUS shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall ALPHEUS authorize any other company or any person to use the subscriber listing information for any other purpose. ALPHEUS shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures ALPHEUS takes to protect its own listings from unauthorized use), whether by ALPHEUS, its agents, employees or others.

6. LIABILITY – SWBT-TX

6.1 ALPHEUS hereby releases SWBT-TX from any and all liability for damages due to errors or omissions in ALPHEUS' subscriber listing information as provided to SWBT-TX under this Appendix, and/or ALPHEUS' subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

6.2 ALPHEUS shall indemnify, protect, save harmless and defend SWBT-TX (and/or SWBT-TX's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in ALPHEUS' subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. ALPHEUS shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against ALPHEUS and SWBT-TX, and/or against SWBT-TX alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in ALPHEUS' subscriber listing information in the WP directory, SWBT-TX may, at its option, assume and undertake its own defense, or assist in the defense of the ALPHEUS, in which event the ALPHEUS shall reimburse SWBT-TX for reasonable attorney's fees and other expenses incurred by SWBT-TX in handling and defending such demand, claim and/or suit.

6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. TERM

7.1 This Appendix will continue in force for the length of the Interconnection Agreement to which this Appendix is attached. Either Party may terminate this Appendix upon one hundred and twenty (120) calendar days written notice to the other Party.

7.2 Upon termination, this Appendix will be null and void with respect to any issue of directory published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX WP
SWBT-TX
EXHIBIT I
PRICE LIST

Directory White Pages Price Sheet				
Directory	**Price Per Book Copy Delivered in Bulk to ALPHEUS**	**Price Per Book Copy Delivered to ALPHEUS End User**	**Price Per Single Sided Informational Page**	**Price Per Book Copy[1] Ordered After Initial Order**

APPENDIX CH

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for Alpheus Communications, L.P. ("ALPHEUS") by Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") to participate in the Clearinghouse (CH).

2. CLEARINGHOUSE DESCRIPTION

2.1 SWBT-TX operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including SWBT-TX and ALPHEUS.

3. QUALIFYING MESSAGE CRITERIA

3.1 The only toll call messages that qualify for submission to SWBT-TX 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 SWBT-TX's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

4.1 ALPHEUS agrees that, when applicable, it will provide SWBT-TX with billing records for CH processing that are in an industry standard format acceptable to SWBT-TX, at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.

4.2 ALPHEUS agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to SWBT-TX's CH. ALPHEUS will retain its originating records for ninety (90)

days such that the category ninety-two (92) Records can be retransmitted to SWBT-TX for CH processing, if needed.

4.3 SWBT-TX will provide and maintain such systems as it believes are required to furnish the CH service described herein. SWBT-TX, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.

4.4 ALPHEUS will timely furnish to SWBT-TX all CH Records required by SWBT-TX to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by the Parties. SWBT-TX will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.

4.5 Presently, in operating the CH, SWBT-TX relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

5.1 ALPHEUS agrees to pay SWBT-TX applicable processing charges in consideration of SWBT-TX's performance of CH services. This charge is located in Appendix Pricing under “Other” listed as CH Processing Charge.

6. BILLING CHARGE

6.1 ALPHEUS agrees to pay a per message charge to the CLEC responsible for billing the message, including SWBT-TX, when SWBT-TX bills the message. This charge is located in Appendix Pricing under “Other” listed as Billing Charge.

7. SETTLEMENT REPORT

7.1 SWBT-TX will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are

lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

9.1 By agreeing to operate the CH, SWBT-TX assumes no liability for any LEC's or ALPHEUS' receipt of appropriate revenues due to it from any other entity. ALPHEUS agrees that SWBT-TX 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 SWBT-TX may have relied in preparing settlement reports or performing any other act under this Attachment.

9.2 ALPHEUS agrees to indemnify and hold SWBT-TX 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 SWBT-TX's performance of CH processing pursuant to this Attachment.

9.3 SWBT-TX 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 SWBT-TX. Any losses or damage for which SWBT-TX is held liable under this Attachment will in no event exceed the amount of processing charges incurred by ALPHEUS for the CH services provided hereunder during the period beginning at the time SWBT-TX receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

10.1 SWBT-TX 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, SWBT-TX assumes no responsibility with regard to the correctness of the data supplied by ALPHEUS when this data is accessed and used by a third party.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

ATTACHMENT 25: xDSL

1.0 Introduction

1.1 AT&T TEXAS agrees to provide CLEC with access to UNEs (including the unbundled xDSL Loop offerings) in accordance with the terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, and at the rates set forth in the Pricing Schedule, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its 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.

2.0 Definitions

2.1 An "xDSL-Capable Loop" is a loop that supports the transmission of DSL technologies.

2.1.1 For purposes of this Attachment, an "xDSL Loop" or "loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises, that may be conditioned at CLEC's request, in order for CLEC to provide xDSL-based service over such loop.

2.1.2 For purposes of this Attachment, an "xDSL Subloop" is defined as any distribution portion of a copper xDSL Loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T TEXAS' outside plant and the demarcation point at the end-user customer's premise, as more specifically addressed in the subloop provisions set forth elsewhere in this Agreement and subject to the collocation provisions applicable to this Agreement. A technically feasible point of access for purposes of an xDSL Subloop is a point in the distribution portion of an xDSL Loop where an AT&T TEXAS technician can access the copper at a terminal in AT&T TEXAS' outside plant. The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Appendix UNE and Appendix Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Appendix 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 UNE), shall control.

2.2 The term "conditioning" as used herein shall refer to the conditioning work AT&T TEXAS will perform on CLEC's behalf, consistent with AT&T TEXAS' obligations under 47 C.F.R. §51.319(a)(1)(iii), as such rule may be modified from time to time, to remove load coils, bridged tap , and/or repeaters on an xDSL loop or subloop, upon request by CLEC at the conditioning rates set forth in the Pricing Schedule to this Agreement ("Pricing Schedule"), and subject to the terms and conditions set forth herein 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 The term "excessive bridged tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length. For the purposes of this Attachment and Schedule 1 to this Attachment, CLEC agrees to the term "excessive bridged tap". However, CLEC maintains its position that all bridged tap can be harmful to DSL and does not concede (nor does AT&T TEXAS contend) that bridged tap less than 2500 feet is acceptable for all DSL services.

2.5 The term "non-excessive bridged tap" as used herein shall refer to bridged tap 2,500 feet in total length or less. For the purposes of this Attachment and Schedule 1 to this Attachment, CLEC agrees to the term "non-excessive bridged tap". However, CLEC maintains its position that all bridged tap can be harmful to DSL and does not concede (nor does AT&T TEXAS contend) that less than 2500 is acceptable for all DSL services.

2.6 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.

2.7 A "non-standard xDSL-based technology" is a loop technology that is not presumed acceptable for deployment under Section 2.6 of this Attachment. Deployment of non-standard xDSL-based technologies are allowed and encouraged by this Agreement.

2.8 Intentionally left blank.

2.9 Intentionally left blank.

2.10 Intentionally left blank.

2.11 Intentionally left blank.

2.12 "Actual Loop Length" refers to the total physical length of a copper loop between the AT&T TEXAS MDF and the terminal location serving the end-user customer. Any additional length attributed to central office wire, drop wiring, bridge tap, and inside wiring ("wiring") at the end-user customer's location is not included in the calculation of Actual Loop Length.

2.13 "Plan of Record" as used herein refers to AT&T TEXAS' December 7, 1999 filing with the FCC, including any subsequent modifications or additions relating to loop makeup information since this filing.

3.0 General Terms and Conditions Relating to Unbundled xDSL-Capable Loops

3.1 AT&T TEXAS is not in any way permitted to limit xDSL capable loops to the provision of ADSL.

3.2 AT&T TEXAS will not impose limitations on the transmission speeds of xDSL services. AT&T TEXAS will not restrict the CLECs services or technologies to a level at or below those provided by AT&T TEXAS.

3.3 AT&T TEXAS will provide a loop capable of supporting a technology presumed acceptable for deployment or non-standard xDSL technology as defined in this Attachment.

3.4 AT&T 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. AT&T TEXAS will provide CLEC with notice prior to seeking relief from the Commission under this Section.

3.5 In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to AT&T TEXAS and the Commission before or at the time of their request to deploy that technology in Texas. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

3.6 The Parties to this Attachment agree that unresolved disputes arising under this Attachment will be handled under the Dispute Resolution procedures set forth in this Agreement.

3.7 Liability

3.7.1 Each Party, whether a CLEC or AT&T TEXAS, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on AT&T 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 AT&T TEXAS network element, or of its own equipment or facilities in conjunction with any AT&T TEXAS network element, will not materially interfere with or impair service over any facilities of AT&T TEXAS, its affiliated companies or connecting and concurring carriers involved in AT&T TEXAS services, cause damage to AT&T TEXAS' plant, impair the privacy of any communications carried over AT&T TEXAS' facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, AT&T TEXAS may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. AT&T TEXAS will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. If AT&T TEXAS does not believe the 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 AT&T TEXAS must be supported with specific and verifiable supporting information.

3.8 Indemnification

3.8.1 Covered Claim: Each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, or claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), caused, in whole or substantial part, by arising from, the use of such non-standard xDSL technologies by the Indemnifying Party.

3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts

of interest. Indemnifying Party is required to assume all costs of the defense and any loss, liability, claim or damage indemnified pursuant to Section 3.8.1 above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.

3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under Section 3.8.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.

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

4.0 Unbundled xDSL-Capable Loop Offerings

4.1 xDSL-Capable Loops

4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in an AT&T TEXAS central office and the loop demarcation point at an end-user customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and will be conditioned, upon CLEC's request; provided, however, the removal of load coils, repeaters and/or bridged tap on an existing loop greater than 12,000 feet is optional, subject to conditioning charges and will be performed by AT&T TEXAS at CLEC's request as more specifically set forth in Section 6 below. CLEC will not be charged for conditioning to remove excessive bridged tap, load coils and/or repeaters on xDSL Loops less than 12,000 feet in Actual Loop Length. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.

4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire digital loop transmission facility which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop supporting ISDN are set forth in the Attachment UNE to this Agreement.) 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. AT&T TEXAS has advised CLEC, through the Accessible Letter or alternate process, which AT&T TEXAS central offices are IDSL-capable. CLEC shall only order IDSL Loops in those central offices which AT&T 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 section, is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in an AT&T TEXAS central office and the loop demarcation point at an end-user customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and will be conditioned, upon CLEC's request; provided, however, the removal of load coils, repeaters and/or bridged tap on an existing loop greater than 12,000 feet is optional, subject to conditioning charges and will be performed by AT&T TEXAS at CLEC's request as more specifically set forth in Section 6 below. CLEC will not be charged for conditioning to remove excessive bridged tap, load coils and/or repeaters on xDSL Loops less than 12,000 feet in Actual Loop Length the rates set forth in the Pricing Schedule shall apply to this 4-Wire xDSL Loop.

4.2 xDSL Sub-Loop: An xDSL Subloop for purposes of this Appendix is the distribution portion of an xDSL Loop, that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in AT&T TEXAS' outside plant and the demarcation point at an end-user customer's premise, as more specifically defined above, over which CLEC may provision DSL technologies. An xDSL Subloop will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will be conditioned, upon CLEC's request; provided, however, the removal of load coils, repeaters and/or bridged tap on an existing loop greater than 12,000 feet is optional, subject to conditioning charges and will be performed by AT&T TEXAS at CLEC's request as more specifically set forth in Section 6 below. CLEC will not be charged for conditioning to remove excessive bridged tap, load coils and/or repeaters on xDSL Loops less than 12,000 feet in Actual Loop Length. The rates set forth in the Pricing Schedule shall apply to this xDSL Subloop.

4.3 AT&T TEXAS shall be under no obligation to provision xDSL-capable Loops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of the CLEC as provided in Section 6 below.

4.4 AT&T TEXAS will not impose limitations on the transmission speeds of xDSL services. AT&T TEXAS will not restrict the CLEC's services or technologies to a level at or below those provided by AT&T TEXAS. CLEC will not be required to specify a type of xDSL to be ordered. However, for each loop, CLEC should at the time of ordering notify AT&T 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 AT&T TEXAS upon request. Likewise, upon request by CLEC, AT&T 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. AT&T 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 AT&T TEXAS with a technical description of the technology (including power mask) for the inventory purposes. AT&T TEXAS will keep such information confidential and will take all measures to ensure that CLEC deployment information is neither intentionally nor inadvertently revealed to any part of AT&T TEXAS' retail operations, to any affiliate(s), or to any other CLEC without prior authorization from CLEC. Additional information on the use of PSD masks can be found in Section 10.1 below.

4.5 In the event that AT&T TEXAS rejects a request by CLEC for provisioning of advanced services, including, but not limited to denial due to fiber, DLC, or DAML facility issues, AT&T TEXAS will disclose to the

requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial. AT&T TEXAS will also file the reason for rejection with the Texas Public Utility Commission 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, AT&T 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.

4.5.1 If national standards for a technology are established, the parties should consider the technology to be presumed acceptable for deployment and treated accordingly. If there is dispute as to the successful deployment of the technology, either Party may submit the dispute for resolution under the Dispute Resolution procedures set forth in this Agreement.

4.6 AT&T TEXAS will not deny a requesting CLEC's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if the requesting CLEC can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services.

4.6.1 Upon request by CLEC, AT&T TEXAS will cooperate in the testing and deployment of new xDSL technologies on a time and materials basis or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.

4.6.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, AT&T TEXAS will provide a loop to support the new technology for CLEC as follows:

4.6.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop [as defined in this Attachment], then AT&T TEXAS will provide with the xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed (pursuant to Section 6 below). AT&T TEXAS' ordering procedures will remain substantially the same as for its 2-Wire or 4-Wire xDSL loop even though the xDSL loop is now capable of supporting a new xDSL technology.

4.6.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop [as defined in this Attachment], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Attachment.

4.7 Technologies deployed on copper loops must be in compliance with applicable national industry standards and/or requirements established during the Texas Commission's Section 271 proceeding, e.g., standards set by the Section 271 DSL Working Group; provided, however, CLEC can deploy technologies under Section 4.6 above for which applicable national standards have not been adopted.

4.8 If AT&T TEXAS or another carrier claims that a CLEC service is significantly degrading the performance of other advanced services or traditional voice band services, then AT&T TEXAS or that other carrier must

notify CLEC and CLEC must cooperate with AT&T TEXAS or the other carrier to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that AT&T TEXAS or another carrier demonstrates to the Commission that a CLEC-deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, CLEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.9 Each party must abide by Commission or FCC-approved spectrum management standards. AT&T TEXAS shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use.

4.10 AT&T TEXAS shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL, if any, that would adversely affect wholesale xDSL services or xDSL providers.

5.0 Operational Support Systems: Loop Make-Up Information and Ordering

5.1 General: AT&T TEXAS will provide CLEC with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for DSL-capable loops as provided for in Appendix OSS. AT&T TEXAS will provide CLEC with nondiscriminatory access to its loop makeup information set forth originally in AT&T TEXAS' Plan of Record. CLEC will be given nondiscriminatory access to the same loop makeup information that AT&T TEXAS is providing any other CLEC and/or AT&T TEXAS' retail operations or its advanced services affiliate in Texas. This includes any loop makeup information contained in AT&T TEXAS' operations support systems containing loop make-up information provided by AT&T TEXAS to AT&T TEXAS' service representatives and/or AT&T TEXAS' internal engineers and/or by AT&T TEXAS' advanced services affiliate to provision its own retail xDSL service. The preorder OSS interfaces used to retrieve this loop makeup data is noted in the attached OSS appendix.

5.2 AT&T TEXAS shall provide actual, real-time loop makeup information to CLEC via the electronic loop qualification process.

5.3 Loop Qualification: AT&T TEXAS will provide access to its existing Datagate and EDI interfaces that will allow CLECs, as well as AT&T 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 AT&T TEXAS' electronic databases. If a CLEC elects to have AT&T 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 AT&T TEXAS' advanced services affiliate in Texas, whichever is less.

5.4 Loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or 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. AT&T TEXAS also shall provide to the CLEC any other loop makeup information listed on the individual loop record but not listed above.

5.5 Where AT&T TEXAS has not compiled loop qualification information for itself, AT&T TEXAS is not required to conduct a plant inventory and construct a database on behalf of requesting carriers. If AT&T TEXAS has manual access to this sort of information for itself, or any affiliate, AT&T TEXAS will provide access to it to

CLEC on a non-discriminatory basis. To the extent AT&T TEXAS has access to this information in an electronic format, that same format should be made available to CLEC via an electronic interface.

5.6 AT&T TEXAS will provide real time, electronic access to its existing EDI and WebLex ordering interfaces needed for efficient provisioning of advanced services such as xDSL.

6.0 Provisioning

6.1 CLEC shall designate, at the CLEC's sole option, what loop conditioning (i.e. the removal of excessive bridged tap, load coils and/or repeaters) AT&T TEXAS is to perform in provisioning the requested loop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive bridged tap, load coils and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule. The xDSL Loop or Subloop will be provisioned to meet basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistance balance.

6.2 The provisioning and installation interval for a xDSL Loop, where no conditioning is requested, on orders for 1-20 loops per order or per end-user location, will be 3-5 business days, or the provisioning and installation interval applicable to AT&T TEXAS' tariffed xDSL-based services, or its affiliate's, whichever is less. The provisioning and installation intervals for xDSL-capable loops where conditioning is, 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 AT&T 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 per order or per end-user location, where no conditioning is requested, will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance. These provisioning intervals are applicable to every xDSL loop regardless of the loop length. The Parties will meet to negotiate and agree upon xDSL Subloop provisioning intervals. Any dispute between the parties as to such provisioning intervals, after negotiations, shall be resolved pursuant to the Dispute Resolution provisions set forth in this Agreement.

6.3 Subsequent to the initial order for a xDSL Loop or 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 order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

6.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring at rates set forth in Pricing Schedule.

6.5 AT&T TEXAS shall keep CLEC deployment information confidential from AT&T TEXAS' retail operations, any AT&T TEXAS affiliate, or any other CLEC.

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9.0 Service Quality and Maintenance

9.1 AT&T TEXAS will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by AT&T TEXAS beyond these parameters will be billed on a time and materials basis at the rates set forth in Section 13.4.4 in the commission-ordered FCC Tariff No. 73,

9.2 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops in excess of 12,000 feet, will only be provided on a time and material basis at the rates set forth in Section 13.4.4 in the commission-ordered FCC Tariff No. 73. On loops where CLEC has requested that no conditioning be performed, AT&T 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, AT&T TEXAS will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

9.3 For loops currently in service where trouble ticket resolution has identified that bridged tap, load coils and/or repeaters are on the loop and transferring to a new loop is a solution identified by AT&T TEXAS to resolve the trouble ticket, AT&T TEXAS at it's 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 the CLEC on a loop currently in service and AT&T TEXAS determines that an LST can be performed, the appropriate AT&T TEXAS Local Operations Center ("LOC") will contact the CLEC to inform that a LST may be performed in lieu of the CLEC's requested conditioning. In such cases that AT&T TEXAS performs an LST to resolve the identified trouble, CLEC will be billed and shall pay for such LST as outlined in the Pricing Schedule to this Agreement. If, however, the LST does not resolve the reported trouble and the trouble is determined to be a AT&T TEXAS-network-related problem, then CLEC will not be charged the LST rate or for AT&T TEXAS' resolution of the trouble. If, however, the trouble is found to be a CPE or a non-AT&T TEXAS network-related problem, then a Maintenance of Service and/or Time & Material charge will apply, as provided for in Section 9.1 above, in addition to the LST charge.

9.4 Each xDSL-Capable Loop offering provided by AT&T TEXAS to CLEC will be at least equal in quality and performance as that which AT&T TEXAS provides to itself or to an affiliate.

10.0 Spectrum Management

10.1 CLEC will advise AT&T 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 AT&T 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, CLEC will notify AT&T 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 AT&T TEXAS as set forth in Section 4.3 above. CLEC will abide by standards pertinent for the designated PSD mask type.

10.2 AT&T TEXAS shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. AT&T 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. AT&T TEXAS may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. AT&T TEXAS will not deny requests for xDSL Loops based on spectrum management issues.

10.3 In the event that a loop technology without national industry standards for spectrum management is deployed, AT&T TEXAS, CLECs and the Commission shall jointly establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. CLECs that offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the Commission, or by the Commission in the absence of industry agreement, may order local loops based on agreed-to performance characteristics. AT&T TEXAS will assign the local loop consistent with the agreed-to spectrum management standards.

10.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, AT&T 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, AT&T 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 AT&T TEXAS, as well as competitively neutral as between different xDSL services. Where disputes arise, AT&T 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, AT&T TEXAS will, upon request from CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.

10.6 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if AT&T 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 AT&T 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 Subsections 11.2-11.4 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 and ("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 capable loops, Loop Qualification - mechanized, 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 capable loops, Loop Qualification - mechanized, 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, AT&T TEXAS shall not seek retroactive true-up from CLEC for any conditioning performed by AT&T 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 AT&T TEXAS from seeking retroactive true-up for any loop conditioning performed by AT&T 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 Upon the effective date of a Commission Order establishing non-interim rates for xDSL loops, xDSL subloops, Loop Qualification – Manual, Loop Conditioning and/or xDSL cross-connects – standard and xDSL cross-connects - shielded, or any of them, either Party may, within ninety (90) days of the effective date of such Commission order, provide written notice ("xDSL Rate Notice") to the other Party that it wishes (i) to obtain the non-interim Commission-established rate(s) to replace and supersede its (their) Current xDSL Interim Rates counterpart(s) in this Agreement, and/or (ii) to assert any right to retroactively true-up the Prior xDSL Interim Rates with the non-interim Commission-established rates for the period prior to the effective date of this Agreement. Following such xDSL Rate Notice by either Party, AT&T 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 be deemed effective between the Parties as of the date the amendment incorporating such non-interim Commission-established rate(s) into the Agreement to replace and supersede its (their) Current xDSL Interim 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.

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 AT&T TEXAS and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("MFN Effective Date")). To the extent that a prior interconnection agreement between the Adopting CLEC and AT&T TEXAS, if any, contained interim xDSL related rates, then nothing herein shall foreclose the Adopting CLEC or AT&T 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 AT&T 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 AT&T TEXAS will make "clean loops" available for all xDSL services and use by all xDSL providers. When a CLEC orders an xDSL loop, AT&T TEXAS will make available for use on a nondiscriminatory basis loops that do not need conditioning. If no "clean loops" are available for use, then the conditioning charges set forth in the Pricing Schedule shall apply. AT&T TEXAS' retail and/or advanced services affiliate shall not be given preferential access to clean loops, nor shall such clean loops be reserved exclusively for ADSL services.

11.6 The interim conditioning charges, set forth in the Pricing Schedule, are applicable to every xDSL loop in which the CLEC requests conditioning; provided, however, CLEC will not be charged for conditioning to remove excessive bridged tap, load coils and/or repeaters on xDSL Loops less than 12,000 feet in Actual Loop Length

12.0 Performance Measures

12.1 Performance Measures, if any, applicable to provisions of this appendix are contained in Attachment 17: Performance Measures of this agreement.

13.0 Physical Loop Test Access Points

13.1 AT&T TEXAS shall provide, on a nondiscriminatory basis, physical loop test access points for copper xDSL Loops and Subloops to CLEC, upon request, for the purpose of testing, maintaining, and repairing copper xDSL Loops and xDSL Subloop, as provided under 47 C.F.R. § 51.319(a)(1)(iv)(A) and (B), as such rule may be modified from time to time.

14.0 Reservation of Rights/Intervening Law

14.1 The Parties acknowledge and agree that the intervening law language set forth in Sections 3.0, et seq. of the General Terms and Conditions of this Agreement is legitimately related to this Attachment and shall apply to all of the rates, terms and conditions set forth in this Attachment, in addition to all of the other rates, terms and conditions set forth in this Agreement, including any other Attachments/Appendices to such Agreement.

15.0 Removal of All or Non-Excessive Bridged Tap ("RABT")

15.1 The Parties hereby agree that any requests by CLEC for the removal of all (both Excessive and Non-Excessive) or Non-Excessive bridged tap ("RABT") shall be governed by Schedule 1 of this Attachment, which is attached hereto and incorporated herein by this reference.

APPENDIX UNE LINE SPLITTING

This Appendix UNE Line Splitting contains provisions concerning line splitting.

1.0 INTRODUCTION

1.1 AT&T TEXAS will make available xDSL loops for purposes of line splitting, in accordance with the FCC's *Triennial Review Order.* AT&T TEXAS shall support CLEC's ability to engage in UNE Line Splitting activities as described herein.

1.2 This Appendix is also subject to Appendix UNE and the other provisions of this Agreement.

2.0 DEFINITIONS

2.1 Authorized Advanced Services Provider - A CLEC, certified in Texas, with whom CLEC has a relationship to provide xDSL-based services in a UNE Line Splitting arrangement (see Section 2.2 below) over a 2-wire xDSL UNE loop leased by CLEC from AT&T TEXAS.

2.2 "Line Splitting" – for purposes of this Appendix, is generally defined as the process in which one CLEC provides narrow band voice service over the low frequency portion of a 2-wire xDSL loop and a second CLEC provides xDSL-based service over the high frequency portion of the same 2-wire xDSL UNE loop, where the 2-wire xDSL loop is leased by CLEC from AT&T TEXAS. CLEC may provide the voice switching using its own facilities over the low frequency or, if and as available under the Agreement, by using AT&T TEXAS UNE local circuit switching. Nothing herein shall preclude CLEC from providing voice and data over a 2-wire xDSL loop purchased by CLEC from AT&T TEXAS.

2.2.1 UNE Line Splitting involving 2-wire xDSL loop and Unbundled Local Circuit Switching with Unbundled Shared Transport leased by CLEC from AT&T TEXAS ("UNE Line Splitting"): For purposes of this Appendix, UNE Line Splitting is generally defined as those instances where CLEC provides the voice portion of a Line Splitting arrangement (as described in Section 2.2 above) using an unbundled local circuit switching port with unbundled shared transport leased by CLEC from AT&T TEXAS, if and as available under this Agreement. In such cases, CLEC leases an unbundled local circuit switching port with unbundled shared transport and the entire UNE 2-wire xDSL loop from AT&T TEXAS, and AT&T TEXAS will perform operational activities necessary to provide access to these UNEs in a manner that enables CLEC (in conjunction with an authorized Advanced Services Provider) to engage in UNE Line Splitting over the 2-wire x DSL UNE loop.

2.3 For the purpose of this Appendix the term "xDSL" is as defined in Attachment 25: xDSL.

2.4 The PSD masks are defined in Attachment 25: xDSL.

2.5 For the purposes of this Appendix the term "a splitter" is defined as "a passive device within the AT&T TEXAS central office used to separate the voice and data on a standard copper xDSL capable loop" for purposes of line splitting. Nothing in this Appendix and/or Agreement shall obligate AT&T TEXAS to make available and/or provide a splitter.

2.6 For the purpose of this Appendix the term "2-Wire xDSL capable Loop" is as defined in Attachment 25: xDSL.

2.7 For the purpose of this Appendix the term "ULS-ST Port" is as defined in Attachment 6: UNE.

3.0 General Requirements

3.1 AT&T TEXAS agrees to provide CLEC with access to UNEs (including the 2-wire xDSL loop offering and the unbundled local circuit switching port with unbundled shared transport, if and as available under this Agreement), pursuant to Attachment 25: xDSL, and Attachment 6: UNE, and other applicable terms and conditions under this Agreement in accordance with the FCC's Triennial Review Order, in a manner that allows CLEC to engage in UNE Line Splitting as described in Section 2.2 above.

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3.1.2 Where the existing loop facility allows, CLEC shall have the ability to convert existing CLEC UNE-P voice customers (if and where UNE-P is available under this Agreement) to (1) an arrangement supporting a UNE Line Splitting arrangement or (2) a 2-wire xDSL loop with Local Number Portability.

3.1.3 At CLEC's option, in lieu of a conversion, CLEC shall have the ability to order a new xDSL loop for purposes of UNE Line Splitting.

3.2 Only 2-wire xDSL loops (as described in Attachment 25: xDSL) are eligible for UNE Line Splitting. In addition, if CLEC is providing voice service over the loop through the use of AT&T TEXAS' unbundled local circuit switching and unbundled shared transport elements (if and as available under this Agreement), the following conditions must also apply for the duration of the Line Splitting arrangement: (i) the customer's dial tone must originate from an AT&T TEXAS End Office Switch in the Wire Center where the arrangement is being requested; and (ii) the xDSL technology attached to the loop by CLEC must not result in any proven and significant degradation of retail local voice service provided over the same loop facility; and (iii) CLEC must not request the removal of load coils for any 2-wire xDSL loop used in a UNE Line Splitting arrangement.

3.3 Whenever CLEC purchases a 2-wire xDSL loop, CLEC shall control the entire loop spectrum.

3.4 AT&T TEXAS will make all necessary network modifications including providing non-discriminatory access to operational support systems necessary for preordering, ordering, provisioning, maintenance and repair, and billing for UNEs used in a Line Splitting arrangement. This support will be consistent with the support provided to AT&T TEXAS and AT&T TEXAS' affiliates in Texas providing advanced services.

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3.7 When CLEC engages in UNE Line Splitting, CLEC is combining AT&T TEXAS provided UNEs with a CLEC or AASP-provided splitter to create its own platform (as differentiated from the combination of UNEs-only provided by AT&T TEXAS described as a UNE-P or UNE-Platform, if and as available, in this Agreement). The unbundled network elements in a UNE Line Splitting arrangement continue to be treated and inventoried by AT&T TEXAS as stand-alone UNEs that are terminated to CLEC's (or an Authorized Advanced Services Provider's) collocation arrangement. When converting to a UNE Line Splitting arrangement from an existing UNE-P arrangement (if and as available under this Agreement), AT&T TEXAS will attempt to reuse loop facilities unless the existing loop is not xDSL-capable. When converting to a UNE-

Line Splitting arrangement from an existing line sharing arrangement (as described in Appendix Line Sharing), AT&T TEXAS will reuse the existing loop facility.

3.8 AT&T TEXAS will provide OSS support as described in Attachment 27, for UNEs used in a Line Splitting arrangement.

3.9 To determine whether a loop facility is xDSL capable, CLEC may utilize the loop make-up information process described in Attachment 25.

3.10 AT&T TEXAS offers procedures to allow CLEC (either solely or through an Authorized Advanced Services Provider) to order UNEs for a UNE Line Splitting arrangement. CLEC is responsible for developing any necessary interfaces between itself and any Authorized Advanced Service Providers.

3.11 Intentionally left blank.

3.12 The provisioning intervals for UNEs provided for purposes of line splitting are the standard provisioning intervals for the underlying UNE. If a request involves multiple activities that must be completed on the same day, the due date interval for the activity with the longest due date interval will apply. In no event shall the interval offered to CLEC, for UNEs provided for the purposes of UNE Line Splitting, or record changes, be longer than the interval offered to AT&T TEXAS' retail operations, any affiliate of AT&T TEXAS, or any AT&T TEXAS affiliate providing advanced services or any non-affiliated CLEC carrier.

3.13 Intentionally left blank.

3.14 When services in the high frequency spectrum of a Loop are deleted, upon CLEC's request, AT&T TEXAS will return the customer to voice only service using a UNE-P configuration (if and as available under this Agreement), and no adverse impact to the customer's existing voice service shall occur, unless the order submitted to the AT&T TEXAS specifies a change. The provisioning procedure employed by AT&T TEXAS shall reuse the facilities (unless CLEC requests a new facility), and shall not result in the loss of the customer's working telephone number, or require modifications to the 911 information, Line Information Data Base information, activated features on the switch, directory listings or directory assistance database listings, unless the service order indicates a change is necessary. The parties acknowledge that a brief service interruption for a POTS line may occur, but any such interruption shall not exceed that which occurs when AT&T TEXAS reconfigures one of its own POTS lines to from a Line Sharing configuration to voice only service for itself or another carrier. The Parties agree to use existing state commission collaboratives and change management processes to address OSS modifications that are necessary to support line splitting.

3.15 Upon CLEC's request, AT&T TEXAS shall convert, a CLEC UNE Platform combination, if and as available in this Agreement, provided by AT&T TEXAS to UNEs that may be used in a UNE Line Splitting arrangement or a line sharing arrangement to UNEs that may be used in a UNE Line Splitting arrangement when CLEC or its Authorized Advanced Services Provider provides a splitter and DSLAM in its collocation space. CLEC or its Authorized Advanced Services Provider shall make all cross-connections within its collocation space. AT&T TEXAS shall be responsible for connecting the 2-wire xDSL loop to the CFA specified by CLEC (or by CLEC through an Authorized Advanced Services Provider). AT&T TEXAS shall also connect the unbundled local circuit switching element to the CFA specified by CLEC (or by CLEC through an Authorized Advanced Services Provider).

3.16 Two cross connects are required when CLEC engages in UNE Line Splitting utilizing unbundled local circuit switching port with shared transport (if and as available under this Agreement) (one cross connect for the

unbundled local circuit switching port and one for the 2-wire xDSL loop). This is the same number of cross connects as that required when a CLEC (including AT&T TEXAS' advanced service affiliate) engages in line sharing using a CLEC-owned collocated splitter as described in Appendix Line Sharing.

3.17 AT&T TEXAS will make available, and CLEC will follow, the standard trouble reporting practices for each individual UNE when such UNE is used in a UNE Line Splitting arrangement.

3.18 AT&T TEXAS will be responsible for maintaining and repairing all unbundled network elements provided to CLEC for purposes of line splitting. CLEC is responsible for assuring that any UNEs it chooses to utilize in a UNE Line Splitting arrangement are combined in a manner that allows the UNEs to operate in an integrated fashion, subject to the provisions in this Agreement. Before AT&T TEXAS initiates any activity on a loop facility that may cause an extended disruption of CLEC's end user's voice and/or data service, AT&T TEXAS shall first make a good faith effort to notify of the possibility of a service disruption. AT&T TEXAS shall provide a two (2) hour period of time for CLEC to respond to prevent adverse impacts to the retail customer.

3.19 Wholesale billing procedures and usage records (if applicable) for UNEs used in a UNE Line Splitting arrangement will be provided based upon the standard practices which apply to the specific UNEs provided.

3.20 Performance Measures, if any, applicable to provisions of this appendix, are contained in Attachment 17: Performance Measures of this Agreement.

4.0 Authorized Advanced Services Partnering Arrangement

4.1 Authorized Advanced Service Providers (AASPs) - CLEC may utilize one or more CLECs as an Authorized Advanced Service Provider, as defined in Section 2.1 above, to add, change or delete UNE Line Splitting capabilities on an xDSL-capable UNE Loop employed or ordered by CLEC. The orders issued by AASPs must comply with Attachment 27: OSS Section 7.9.6.

4.2 Liability and indemnification for unauthorized use of AT&T's OSS is addressed in Attachment 27: OSS.

5.0 Advanced Services Equipment Deployment

5.1 Where CLEC has purchased a 2-wire xDSL UNE loop, CLEC may provide its own splitter either directly or by utilizing a CLEC Authorized Advanced Services Provider. Any splitter, regardless of the means of deployment, shall be compliant with all industry standards, including but not limited to, ANSI T1.413-1998 Annex E and NEBS safety standards.

5.2 Cross connect options for xDSL loops are available under the terms of Attachment 25: xDSL.

5.3 If connections to a collocation arrangement must be established or modified, then CLEC (or CLEC through an Authorized Advanced Services Provider) will provide the connecting facility assignment (CFA) information appropriate to making such connections or modifications.

6.0 Disputes

6.1 All disputes arising under this Appendix shall be resolved according to the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

7.0 Pre-Ordering

7.1 AT&T TEXAS shall provide loop qualification information under the terms of CLEC's Attachment 25, xDSL.

8.0 Ordering

8.1 The Parties agree to use existing state commission collaboratives and change management processes to address OSS modifications that are necessary to support line splitting. Subject to the terms and conditions arising from the CLEC Line Splitting Collaborative meetings and the CMP pursuant to the foregoing, AT&T TEXAS offers ordering procedures that support UNE Line Splitting. Such procedures shall be at parity with UNE Line Splitting procedures offered to AT&T TEXAS' affiliates ordering UNEs to provide UNE Line Splitting. CLEC, at its option, may identify one or more of its Authorized Advanced Service Providers to submit orders on CLEC's behalf, for the purpose of adding, changing or removing capabilities to deliver service for 2-wire xDSL-capable loop purchased by CLEC. AT&T TEXAS will provide appropriate documentation including the order format and business rules required to order the following scenarios outlined in Section 8 of this appendix, if and as available under this Agreement:

8.1.1 Where AT&T TEXAS is line sharing with a CLEC Authorized Advanced Service Provider that is providing its own splitter (as described in the HFPL Appendix), conversion to UNEs supporting UNE Line Splitting while leaving the existing loop facilities in place.

8.1.2 For all other line sharing arrangements where AT&T TEXAS is line sharing with a data CLEC, conversion to UNEs supporting UNE Line Splitting and termination of the UNEs to new CLEC designated CFA locations serving either a CLEC collocation arrangement or the collocation arrangement of a CLEC Authorized Advanced Service Provider.

8.1.3 Intentionally left blank.

8.1.4 CLEC may issue a single LSR to migrate an existing UNE-P, if and as available under this Agreement, to a line-splitting arrangement. For purposes of this Appendix, single LSR means that CLEC will have the ability and AT&T TEXAS shall provide the requisite OSS capability and support to convert an existing UNE-P customer to the UNEs (xDSL capable loop and UNE switch port if and as available in this Agreement) utilized in a line splitting arrangement using a single LSR. Via this process, CLEC will not be required to submit more than one LSR (other than supplemental LSRs to clear errors or make changes to the initial LSR or to condition the facility as provided in AT&T TEXAS' documented procedures) and will not be required to submit any number of "related" or sequentially staged LSRs to effect the conversion.

8.1.5 Change the CLEC designated CFA for any UNE used in a Line Splitting arrangement.

9.0 Provisioning

9.1 AT&T TEXAS provisioning activities associated with offering UNEs to CLEC to be used in a UNE Line Splitting arrangement shall not cause a greater degree of service degradation than AT&T TEXAS' advanced services affiliate experiences when it engages in UNE Line Splitting. AT&T TEXAS provisioning activities associated with converting an existing UNE-P (if and as available under this Agreement) to UNEs that may be used in a UNE Line Splitting arrangement shall not introduce a greater degree of service interruption or degradation than experienced when AT&T TEXAS initially provisions the HFPL (as described in the HFPL appendix) on an AT&T TEXAS retail POTS service.

9.2 For any procedure in Section 8 above not currently available, CLEC and AT&T TEXAS shall negotiate and implement mutually agreeable provisioning procedures in accordance with the CMP.

10.0 Maintenance

10.1 AT&T TEXAS will provide maintenance and repair (including any applicable testing necessary for trouble isolation) for each of the UNEs in a line splitting arrangement in accordance with the provisions contained elsewhere in this agreement for that UNE.

11.0 Billing

11.1 Any chargeable activities initiated by CLEC (or by CLEC through a CLEC Authorized Advanced Services Provider), shall be billed by AT&T TEXAS to CLEC per the terms of this Agreement.

12.0 Reservation of Rights

12.1 The parties acknowledge and agree that the intervening law language set forth in Section 3.0 of the General Terms and Conditions of this Agreement shall apply to all the rates, terms and conditions set forth in this Appendix.

Removal of All and Non-Excessive Bridged Tap Non Recurring Charge
Pricing Schedule

TEXAS			AT&T TEXAS RECURRING		AT&T TEXAS NON-REC.	
			Monthly			
+	Removal of All Bridged Tap					
	DSL Loops - >12KFT and < 17.5KFT					
		Removal of All Bridged Tap	N/A		$377.69	N/A
	Removal of Non-Excessive Bridged Tap					
	DSL loops - >0KFT and < 17.5KFT					
		Removal of Non-Excessive Bridged Tap	N/A		$145.90	N/A
	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		$145.90	N/A
	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		$145.90	N/A

(1) All of the AT&T TEXAS RABT rates set forth above on this AT&T 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 Paragraph 6 of this Schedule 1.

(2) For any requests for the removal of Non-Excessive Bridged Tap only on loops 17,500 feet in length or less, CLEC shall pay the flat, interim, non-recurring rate of $145.90. With respect to any Non-Excessive Bridged Tap removed from an xDSL loop over 17,500 feet in length, CLEC shall pay a flat, interim, non-recurring rate of $145.90 for any and all Non-Excessive Bridged Tap removed from the loop under 17,500 feet and shall pay an interim non-recurring rate of $145.90 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement). CLEC may request the removal of Non-Excessive Bridged Tap on loops below 12,000 feet in length at the same RABT rate as loops between 12,000 and 17,500 feet (i.e., 145.90).

(3) For any requests for the removal of All Bridged Tap on loops 17,500 feet in length or less, CLEC shall pay the interim, flat, non-recurring rate of $377.69 for any and all Excessive and Non-Excessive Bridged Tap present on the loop and in addition, shall pay an interim non-recurring rate of $145.90 per Non-Excessive Bridged Tap segment removed (i.e., per occurrence) over 17,500 feet. (Any Excessive Bridged Tap on a loop over 17,500 feet in length is addressed in the Pricing Schedule to the Agreement).

Schedule 1 – Removal of All or Non-Excessive Bridged Tap("RABT") to Attachment xDSL

1. CLEC may request RABT conditioning via a trouble ticket after its service order for the xDSL Loop or xDSL Subloop has been completed; provided, however, CLEC shall assist in trouble isolation for RABT-related initial trouble tickets by obtaining and providing to AT&T TEXAS interferer information on the loop at the time of opening the trouble ticket. CLEC should, if available, utilize its testing equipment to determine the following: the number and location of load coil(s), repeater(s) and bridged tap(s), including the cumulative length of all sections. If CLEC opens an RABT trouble ticket for which AT&T TEXAS later determines that the requested conditioning is not available because no such bridged tap was on the loop, CLEC will not be charged for RABT conditioning, but in those cases where the RABT trouble ticket was opened by CLEC based upon inaccurate CLEC information, trouble ticket will be closed as a 'No Trouble Found' (NTF), and CLEC may be billed and in such case shall pay, the rates referenced in Paragraph 5 below.

2. CLEC may open an RABT trouble ticket via one of the following two methods: (i) by calling the LOC and opening a manual ticket with its specific RABT conditioning request; or (ii) by opening an electronic bonding ticket and in such case, shall identify its specific RABT conditioning request in the remarks field. If the specific RABT conditioning request is not documented on the CLEC trouble ticket, the trouble ticket will be returned to CLEC for specific information; provided, however, upon CLEC's request, the LOC will also investigate and address any AT&T TEXAS non-conditioning related reasons for any No Sync situation, or ensure CLEC's RABT request is appropriate by verifying the subject bridged tap is located on the loop, but AT&T TEXAS does not guarantee the synchronization of any loop. The submission by CLEC of a trouble ticket for RABT shall constitute CLEC's authorization for AT&T TEXAS to condition the loop as requested. CLEC shall then be billed and shall pay the applicable RABT conditioning charges set forth in Appendix Pricing. If and when All Bridged Tap has been removed, any future trouble tickets concerning bridged tap will require a vendor meet with the AT&T TEXAS LOC. AT&T TEXAS LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.

3. A trouble ticket opened by CLEC for RABT conditioning will be assigned a zero plus five (0+ 5) business day interval or in parity with the repair intervals AT&T TEXAS provides to its advanced services affiliate. When AT&T TEXAS determines it is not possible to perform RABT e.g., in those situations in which (i) municipalities will not grant rights of way to certain areas; or (ii) there are other issues associated with access to the subject facilities; or (iii) events, actions or circumstances exist or arise that are outside the sole control of AT&T TEXAS, AT&T TEXAS has no obligation to perform such conditioning.

4. To the extent that CLEC would like the option to request that a loop be conditioned by AT&T TEXAS to remove any device other than excessive bridge taps, load coils and/or repeaters (in accordance with Attachment xDSL as to xDSL Loops and xDSL Subloops), or non-excessive or all bridged tap in accordance with this Schedule 1, to make a loop xDSL capable, the Parties shall first meet to negotiate rates, terms and conditions for any such conditioning. In the event the loop over which the End-User is being provided xDSL-based service should require conditioning during non-working hours, the due date may be adjusted consistent with the End-User's release of the voice grade circuit and the rates referenced in Paragraph 5 below shall apply.

5. Pursuant to Paragraphs 1 and 4 above, CLEC shall pay Maintenance of Service charges on a time and material basis, in 30-minute increments, for the AT&T TEXAS technician time involved, at the rates specifically listed in Section 13.4.4 of the commission-ordered FCC Tariff No. 73, as such tariff may be modified from time to time. If requested by CLEC, Overtime and Premium time charges will apply with

the overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.

6. The interim rates applicable to the removal of "all" or "non-excessive" bridged tap ("Interim RABT Rates") hereunder are set forth on the Pricing Schedule to the Agreement, which is incorporated herein by this reference. Notwithstanding anything to the contrary in this Agreement including, without limitation, this Schedule, the Parties understand and agree that the Interim RABT Rates set forth in the Pricing Schedule are interim and subject to retroactive true-up upon the establishment of non-interim RABT rates by the state Commission ("Non-Interim RABT Rates"). Upon the effective date of a Commission Order establishing Non-Interim RABT Rates, either Party may, within ninety (90) days of the effective date of such Commission order, provide written notice ("RABT Notice") to the other Party that it wishes to obtain the Non-Interim RABT Rates to replace and supersede the Interim RABT Rate(s) counterpart(s) in this Agreement.. Following such RABT Notice by either Party, AT&T Texas will: (i) update the CLEC's billing tables to replace the Interim RABT Rates with the Non-Interim RABT counterparts as to the rates specified in the RABT 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 RABT Rates that are replacing the Interim RABT Rate counterparts, and shall submit such amendment to the Commission for approval; and (ii) AT&T 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 in this Agreement for the period after the effective date of this Agreement, in accordance herewith. In the event that a Party issues such an RABT Notice more than ninety (90) days after the effective date of any Commission order, then the Non-Interim RABT Rates will be deemed effective between the Parties as of the date the amendment incorporating such Non-Interim RABT Rate(s) into the Agreement is effective between the Parties (following the date the amendment is approved or is deemed to have been approved by the state commission), and shall apply, upon the amendment effective date, on a prospective basis only. Further, the Party shall be foreclosed from 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. Notwithstanding anything to the contrary in this Schedule or Agreement, 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 as to the Interim RABT Rates back to the date that the MFN Provisions become effective between AT&T Texas and the Adopting CLEC (i.e., following the date the Commission approves or is deemed to have approved the Adopting CLEC's Section 252(i) adoption ("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. Except as otherwise provided herein as to RABT, the provisions set forth in the Parties' Attachment xDSL shall apply to any orders by CLEC for xDSL capable loops.

APPENDIX BCR

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APPENDIX BCR
(Billing, Collecting And Remitting)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS") that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.

2. DEFINITIONS

2.1 "**Telcordia Client Company Calling Card and Third Number Settlement (BCC CATS) System"** - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an End User of another BCC (or LEC) as described in accordance with the Telcordia Practice BR 981-200-110.

2.2 "**Charges**"- the amount approved or allowed by the appropriate regulatory authority to be billed to an End User for any of the services described in Section 3, rendered by a LEC to an End User.

2.3 "**Compensation**" - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section 5.

2.4 "**IntraLATA**" - within a Local Access Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

2.5 "**InterLATA**" - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages, which originate in one LATA and terminate, in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the Telcordia Client Company BCC CATS process.

2.6 "**Local Exchange Carrier (LEC)**" - as used in this Appendix shall mean those Local Exchange Carriers or Competitive Local Exchange Carriers using BCC CATS as a message tracking system.

2.7 "**Local Message"** - Local messages are those messages that originate and terminate within the area defined as the local service area of the station from which the message originates.

2.8 "**Revenues"** - the sum of all or part of the charges as defined above.

3. SCOPE OF APPENDIX

3.1 This Appendix shall apply to procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:

3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:

3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.

3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.

3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).

3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).

3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable only when SWBT-TX is the CMDS Host Company

3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.

3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.

3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

4.1 ALPHEUS agrees to bill, collect and remit to SWBT-TX any applicable charges for the services described in Section 3.2 which charges are earned by any LEC (including SWBT-TX), but which are to be billed to End Users of ALPHEUS.

4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than SWBT-TX. SWBT-TX will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.

4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by ALPHEUS for SWBT-TX's benefit, shall be remitted by ALPHEUS to SWBT-TX within thirty (30) calendar days of the date of SWBT-TX bill to ALPHEUS for such services.

4.4 SWBT-TX agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to ALPHEUS, any applicable charges for the services described in Section 3.2 above, which charges are earned by ALPHEUS, but which are to be billed by another LEC (including SWBT-TX) to the End Users of that LEC.

4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by SWBT-TX or another LEC for ALPHEUS' benefit, shall be remitted by SWBT-TX to ALPHEUS within thirty (30) calendar days of the date of ALPHEUS' bill to SWBT-TX for such services.

4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 and 3.3 above. Notwithstanding this paragraph, SWBT-TX may net amounts due to ALPHEUS under this Appendix against amounts owed to SWBT-TX when SWBT-TX renders a bill to ALPHEUS hereunder.

4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such

compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

6.1 SWBT-TX 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. SWBT-TX assumes no responsibility with regard to the correctness of the data supplied by ALPHEUS when this data is accessed and used by a third party.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX WIRELESS

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APPENDIX WIRELESS

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") and Alpheus Communications, L.P. ("ALPHEUS")will distribute revenue from their joint provision of Wireless Interconnection Service for traffic from a Commercial Mobile Radio Service (CMRS) provider under the auspices of a tariff specific to wireless service, that is originated on a CMRS provider's network and terminating through the Parties' respective wireline switching networks within a Local Access and Transport Area (LATA). The Parties will be compensated under this Appendix only to the extent that they are not compensated for Wireless Interconnection Service under other tariffs, settlement agreements, contracts or other mechanism. This Appendix is subject to the terms and conditions of applicable tariffs. Notwithstanding the foregoing, this Appendix applies only where mobile to land traffic is being delivered, the CMRS provider exchanges traffic with the Primary Company pursuant to the Primary Company's tariff specific to wireless services, and the CMRS provider does not have an agreement for the exchange of traffic with the Secondary Company.

2. DEFINITIONS

2.1 **"Wireless Interconnection Service"** - The interchange of traffic originated from a CMRS Provider's MSC through SWBT-TX's or ALPHEUS' point of switching for termination on the relevant Party's wireline switching network.

2.2 **"Local Calling Area or Local Calling Scope"** - That area in which the message telephone exchange service between two (2) or more End Offices, without a toll charge, is provided.

2.3 **"Minutes of Use"** (MOU) - For the purposes of this Appendix, MOU means the Terminating Traffic as recorded by the Primary Company or MOU provided by the CMRS Provider to the Primary Company where the Primary Company is unable to measure the actual terminating usage.

2.4 **"Mobile Switching Center"** (MSC) - A CMRS Provider's switching equipment or terminal used to provide CMRS Provider's switching services or, alternatively, any other point of termination designated by the CMRS Provider. The MSC directly connects the CMRS Provider's customers within its licensed serving area to the Primary Company's facilities.

2.5 **"Primary Company"** - The Party that provides the End Office or Tandem Office where the CMRS Provider chooses to connect terminating traffic. The Primary Company also bills the CMRS Provider for Wireless Interconnection Service.

2.6 **"Revenues"** - Those monies the Primary Company bills and collects from the CMRS Provider for jointly provided Wireless Interconnection Service.

2.7 **"Secondary Company"** - The Party that receives Terminating Traffic from the Primary Company.

2.8 **"Tandem Office"** - A Party's switching system that provides an intermediate switching point for traffic between End Offices or the network.

2.9 **"Terminating Traffic"** - That traffic which is delivered by a CMRS Provider to the Primary Company for termination at a point on the intraLATA wireline switching network.

3. ADMINISTRATION OF REVENUE DISTRIBUTION

3.1 The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Wireless Interconnection Service for calls terminating within a LATA. On jointly provided Wireless Interconnection Service, the Primary Company will distribute a portion of the Local Transport (LT) Revenues as described below with the Secondary Company for its part in terminating traffic from the CMRS Provider. The Primary Company will distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMRS Provider to the Secondary Company, as described below.

3.2 Distribution of revenues will be computed using the rate elements as defined in SWBT-TX's applicable Wireless Interconnection Tariff.

3.3 For terminating traffic, actual monthly wireless MOU will be measured by the Primary Company for each office in the LATA or provided to the Primary Company by the CMRS Provider in those cases where the Primary Company is unable to measure the actual terminating usage.

3.4 Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable tariffs) due the Secondary Company from the Primary Company will be determined by totaling the actual terminating MOU associated with each of the Secondary Company's End Offices and multiplying those MOU by the appropriate rates as set out above. The LT revenues due to the Secondary Company will be determined for each Secondary Company End Office by multiplying the billed MOU by the appropriate LT rate multiplied by the applicable End Office percentage ownership of facilities listed in Exhibit A to this Appendix.

3.5 The Primary Company will prepare a revenue and usage statement on a monthly basis. Within ninety (90) calendar days after the end of each billing period,

except in cases of disputes, the Primary Company will remit the compensation amount due the Secondary Company. When more than one compensation amount is due, they may be combined into a single payment. No distribution will be made for the revenue the Primary Company is unable to collect.

3.6 The revenue and usage statement will contain the following information:

3.6.1 The number of MOU for each of the Secondary Company's End Offices, the corresponding rate elements to be applied to the MOUs for each End Office, and the resulting revenues;

3.6.2 The total of the MOU and revenues for the Secondary Company;

3.6.3 The percent ownership factor used to calculate the distribution of Local Transport revenues; and,

3.6.4 Adjustments for uncollectibles.

3.7 The Parties agree that revenue distribution under this Appendix will apply as of the effective date of the Agreement. The Primary Company will start revenue distribution on usage within sixty (60) calendar days from the date this Appendix is effective.

4. TERMINATION PROVISIONS

4.1 This Appendix shall remain in effect until terminated by either Party upon a minimum of 30 calendar days written notice by such Party to the designated representative of the other.

4.2. This Appendix may be terminated by an order of an appropriate regulatory commission or a court of competent jurisdiction.

5. MISCELLANEOUS PROVISIONS

5.1 Exhibit A to this Appendix is attached and incorporated into this Appendix by reference. From time to time, by written agreement of both parties, new Exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit A previously in effect.

5.2 Each party will promptly upon request, furnish to the other such information as may reasonably be required to perform under this Appendix.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

EXHIBIT A TO APPENDIX WIRELESS

End Office Percent Ownership of Local Transport Facilities

CLLI Code	NPA-NXX	% Ownership of Transport Facilities

EXHIBIT I

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC NAME & CONTACTS	CLEC "OCN"	CLEC Switch	Switch Type	CLEC NPA/NXX(s) included
			CLLI Code	
E9-1-1 Coordinator	CLEC Telco ID			
			"Connect Signal" Digits[4]	Estimated # of EAAs
	CLEC Service Area Definition:		1 - 1	
9-1-1 Database Manager			ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				

AT&T-SWBT & **AT&T-SNET** E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: CLLI Code:		EXCHANGES FOR MSAG PULL [1]	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE (see legend below)
E9-1-1 Features Required:				
# of 9-1-1 Trunks from CLEC:				
MSAG Update Interval:	Monthly			

FOOTNOTES:
(1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.
(2) n/a
(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included.
(4) Refer to network interface specifications in Exhibit III.

"TYPE of AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
GLC = General Law City
Cnty = County with special provisions (only applies to Dallas County)

Date Prepared

APPENDIX PRICING

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APPENDIX PRICING

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions under which Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX") provides pricing below and is divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.

1.2 SWBT-TX - As used herein, SWBT-TX means the above-referenced ILEC doing business in Texas, as defined in the General Terms and Conditions section of this agreement.

1.3 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), SWBT-TX and ALPHEUS will negotiate terms and pricing for rate elements not listed.

1.4 Zone 1 includes Rate Groups 1, 2, and 3 (rural) as defined in SWBT-TX's Local Exchange Tariff. Zone 2 includes Rate Groups 4, 5,and 6 (suburban) as defined in SWBT-TX's Local Exchange Tariff. Zone 3 includes Rate Groups 7 and 8 (urban) as defined in SWBT-TX's Local Exchange Tariff.

1.5 Level 1 includes switches with up to 10,000 working lines. Level 2 includes switches with 10,001 to 20,000 working lines. Level 3 includes switches with 20,001 to 40,000 working lines. Level 4 includes switches with over 40,000 working lines.

1.6 Request for SWBT-TX plant facility modifications please refer to the BFR process.

1.7 When SWBT-TX is required to supply ALPHEUS with a cost study to support a rate for an unbundled network element or service provided for under the terms of the Agreement, SWBT-TX shall provide ALPHEUS with a PC-based, electronic version of its cost study that allows ALPHEUS to modify inputs and assumptions to understand the effect on cost estimates.

2. RECURRING CHARGES

2.1 Recurring charges will be consistent with the pricing rules of the FCC and the Texas Public Utilities Commission.

2.2 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month which equates to 30 calendar days. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process set forth in Appendix UNE of this Agreement will be mutually agreed upon by both parties and may be longer or shorter than the term of this Agreement.

2.3 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute. ALPHEUS shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.

2.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed SWBT-TX will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, SWBT-TX will round up to the next whole mile before determining the mileage and applying rates.

2.5 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

3.1 Nonrecurring Charges are applicable for all five (5) categories of rates. Nonrecurring charges will be consistent with the pricing rules of the FCC and the Texas Public Utilities Commission.

3.2 Consistent with FCC Rule 51.307(d), non-recurring charges for each UNE may apply on the first connection on ALPHEUS' order, as well as a separate non-recurring charges that may apply for each additional connection associated with the same ALPHEUS order at the same ALPHEUS specified premises.

3.3 For Resale and UNE, when ALPHEUS converts an End User currently receiving non-complex service from the SWBT-TX network, without any changes to SWBT-TX's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply. SWBT-TX's network, will only assess ALPHEUS a simple electronic record change charge as set forth in the pricing schedule of this Agreement. SWBT-TX's network, the normal service order charges and/or nonrecurring charges associated with said

additions and/or changes will apply a records order charge is the only charge for the conversion "as is".

3.4 ALPHEUS shall pay a non-recurring charge when ALPHEUS adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by ALPHEUS allowing other Telecommunications Carriers to use ALPHEUS' SS7 signaling network.

3.5 ALPHEUS shall pay a service order processing charge (Service Order Charge) for each service order issued by SWBT-TX to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.

3.6 Time and Material charges (a.k.a. additional labor charges) are listed in the Pricing Schedule and are defined in FCC tariff 73.

4. UNBUNDLED LOCAL SWITCHING (ULS)

4.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate Local Calls. ULS-T represents the use of the unbundled Local Switching element to terminate Local Calls.

4.2 Rate Structure for ULS

4.2.1 Intra Switch Calls - calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office:

4.2.1.1 ALPHEUS will pay ULS-O and SS7 signaling for a call originating from an ALPHEUS ULS line or trunk port that terminates to a SWBT-TX End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.

4.2.1.2 ALPHEUS will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which ALPHEUS' user dials from one centrex-like station to another centrex-like station in the same common block defined system.

4.2.1.3 SWBT-TX will not bill ULS-T for Intra switch calls.

4.2.2 Inter Switch Calls - calls not originating and terminating in the same switch i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

4.3 General Principles for Inter Switch Calls

4.3.1 Local Calls

4.3.1.1 When a call originates from an ALPHEUS ULS Port, ALPHEUS will pay ULS-O and SS7 signaling charges. If the call routes over SWBT-TX's common network, ALPHEUS will pay charges for Common Transport as reflected in Appendix Pricing. ALPHEUS will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

4.3.1.2 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, SWBT-TX will not be required to record and will not bill actual tandem switching usage. Rather, ALPHEUS will pay the rate shown on Appendix Pricing labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the Tandem Office Switch.

4.3.1.3 When a call terminates to an ALPHEUS ULS Port, ALPHEUS will pay ULS-T charges.

4.3.2 IntraLATA and InterLATA Toll Calls

4.3.2.1 With the implementation of intraLATA Dialing Parity, intraLATA toll calls from ALPHEUS 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.

4.3.2.2 ALPHEUS may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to ALPHEUS local service End Users, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post Dialing Parity) that are originated by local End Users using SWBT-TX unbundled local switching, ALPHEUS may offer to deliver the calls to the PIC at the SWBT-TX access Tandem Office Switch, with ALPHEUS using unbundled common transport and Tandem Office Switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access Tandem Office Switch. When the PIC agrees to take delivery of toll calls under this arrangement,

then ALPHEUS will pay SWBT-TX ULS-O usage, signaling, common transport, and Tandem Office Switching for such calls. SWBT-TX will not bill any access charges to the PIC under this arrangement. ALPHEUS may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by ALPHEUS local End Users using SWBT-TX unbundled local switching.

4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by SWBT-TX to deliver interLATA toll calls or intraLATA toll calls (post Dialing Parity) that are originated by ALPHEUS local End Users using SWBT-TX unbundled local switching, then ALPHEUS will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT-TX will not bill the PIC any originating switching access charges in connection with such calls.

4.3.2.4 When an IntraLATA or InterLATA toll call terminates to an ALPHEUS ULS Port, ALPHEUS will pay ULS-T charges and SWBT-TX will not charge terminating access to ALPHEUS or the IXC except that SWBT-TX may bill the IXC for terminating transport in cases where the IXC has chosen SWBT-TX as its transport provider.

4.3.3 Toll Free Calls

4.3.3.1 When ALPHEUS uses ULS Ports to initiate an 800-type call, SWBT-TX will perform the appropriate database query and route the call to the indicated IXC. ALPHEUS will pay the 800 database query charge and ULS-O charge. ALPHEUS will be responsible for any billing to the IXC for such calls.

4.3.4 Optional Two-way Extended Area Service (EAS)

4.3.4.1 When the NXX of the telephone number provided to ALPHEUS is one associated with an optional EAS arrangement, ALPHEUS shall pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

5. BILLING

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

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
1		UNBUNDLED NETWORK ELEMENTS							
2		**Local Loops**		Disconnect Loop from inside wiring, per NID	NRBND	None	$ 14.32	$ 14.32	Agreed to rates.
3				2-Wire Analog Zone 1 (Rural)	U21	$16.34	$13.93	$7.07	28600 Rates
4				2-Wire Analog Zone 2 (Suburban)	U21	$13.69	$13.93	$7.07	28600 Rates
5				2-Wire Analog Zone 3 (Urban)	U21	$12.26	$13.93	$7.07	28600 Rates
6				Analog Disconnect Charge			$1.41	$1.27	28600 Rates
7				Conditioning for dB loss from 8db to 5db	UL2	$ 6.03	$ 17.54	$ 16.13	Agreed to rates.
8				4-Wire Analog Zone 1(Rural)	U4H	$ 36.06	$ 15.03	$ 6.22	Agreed to rates.
9				4-Wire Analog Zone 2 (Suburban)	U4H	$ 21.52	$ 15.03	$ 6.22	Agreed to rates.
10				4-Wire Analog Zone 3 (Urban)	U4H	$ 15.86	$ 15.03	$ 6.22	Agreed to rates.
11				2-Wire Digital Zone 1(Rural)	U2Q	$ 46.09	$ 15.03	$ 6.22	Agreed to rates.
12				2-Wire Digital Zone 2 (Suburban)	U2Q	$ 37.54	$ 15.03	$ 6.22	Agreed to rates.
13				2-Wire Digital Zone 3 (Urban)	U2Q	$ 34.91	$ 15.03	$ 6.22	Agreed to rates.
14				4-Wire Digital Zone 1(Rural)	U4D1X	$ 63.41	$ 76.26	$ 41.52	28600 Rates
15				4-Wire Digital Zone 2 (Suburban)	U4D1X	$ 59.77	$ 76.26	$ 41.52	28600 Rates
16				4-Wire Digital Zone 3 (Urban)	U4D1X	$ 49.58	$ 76.26	$ 41.52	28600 Rates
17				4-Wire Digital Disconnect Charge			$ 9.45	$ 2.90	28600 Rates
18			*	DS3 Loop Zone 1 (Rural)	U4D3X	$ 450.00	$ 450.00	$ 450.00	Disputed rate
19			*	DS3 Loop Zone 2 (Suburban)	U4D3X	$ 450.00	$ 450.00	$ 450.00	Disputed rate
20			*	DS3 Loop Zone 3 (Urban)	U4D3X	$ 450.00	$ 450.00	$ 450.00	Disputed rate
21				*** Indicates rates are Interim - not subject to true-up.**					
22		**DSLCapable Loops**							
23		**2- Wire xDSL Loops**		PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	$ 18.98	$ 15.03	$ 6.22	Agreed to rates.
24				PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	$ 13.65	$ 15.03	$ 6.22	Agreed to rates.
25				PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	$ 12.14	$ 15.03	$ 6.22	Agreed to rates.
26				PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	$ 18.98	$ 15.03	$ 6.22	Agreed to rates.
27				PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	$ 13.65	$ 15.03	$ 6.22	Agreed to rates.
28				PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	$ 12.14	$ 15.03	$ 6.22	Agreed to rates.
29				PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	$ 18.98	$ 15.03	$ 6.22	Agreed to rates.
30				PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	$ 13.65	$ 15.03	$ 6.22	Agreed to rates.
31				PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	$ 12.14	$ 15.03	$ 6.22	Agreed to rates.
32				PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	$ 18.98	$ 15.03	$ 6.22	Agreed to rates.
33				PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	$ 13.65	$ 15.03	$ 6.22	Agreed to rates.
34				PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	$ 12.14	$ 15.03	$ 6.22	Agreed to rates.
35				PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	$ 18.98	$ 15.03	$ 6.22	Agreed to rates.
36				PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	$ 13.65	$ 15.03	$ 6.22	Agreed to rates.
37				PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	$ 12.14	$ 15.03	$ 6.22	Agreed to rates.
38				PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	$ 18.98	$ 15.03	$ 6.22	Agreed to rates.

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Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
39				PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	$ 13.65	$ 15.03	$ 6.22	Agreed to rates.
40				PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	$ 12.14	$ 15.03	$ 6.22	Agreed to rates.
41		**4-Wire xDSL Loop**		PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	$ 36.06	$ 15.03	$ 6.22	Agreed to rates.
42				PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	$ 21.52	$ 15.03	$ 6.22	Agreed to rates.
43				PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	$ 15.86	$ 15.03	$ 6.22	Agreed to rates.
44									
45									
46		**IDSL Capable Loops**		IDSL Loop Zone 1 (Rural)	UY5FX	$ 46.09	$ 15.03	$ 6.22	Agreed to rates.
47				IDSL Loop Zone 2 (Suburban)	UY5FX	$ 37.54	$ 15.03	$ 6.22	Agreed to rates.
48				IDSL Loop Zone 3 (Urban)	UY5FX	$ 34.91	$ 15.03	$ 6.22	Agreed to rates.
49									
50		**Loop Qualification Process**		Loop Qualification Process - Mechanized	NR98U	N/A	$ -	N/A	Interim Rates
51				Loop Qualification Process - Manual	NRBXU	N/A	$ 0.10	N/A	Interim Rates
52									
53		**DSL Conditioning Options**		**xDSL Loop greater than 12k feet but less than 18K feet in length**					
54				*Removal of Repeater	NRBXV	None	$ 10.82	$ 9.41	Interim Rates
55				*Removal of Bridged Tap and Repeater	NRBXH	None	$ 27.08	$ 24.19	Interim Rates
56				*Removal of Bridged Tap	NRBXW	None	$ 17.62	$ 14.79	Interim Rates
57				*Removal of Bridged Tap and Load Coil	NRBXF	None	$ 40.44	$ 37.62	Interim Rates
58				*Removal of Load Coil	NRBXZ	None	$ 25.66	$ 22.83	Interim Rates
59				*Removal of Repeater and Load Coil			$ 35.06	$ 32.23	Interim Rates
60				***indicates rates interim rates and subject to true up on commission ordered rates**					
61				**xDSL Loop greater than 18k feet**					
62				*Removal of Repeater	NRBXV	None	$ 16.25	$ 13.42	Interim Rates
63				*Removal of Bridged Tap and Repeater	NRBXH	None	$ 37.89	$ 32.23	Interim Rates
64				*Removal of Bridged Tap	NRBXW	None	$ 24.46	$ 18.81	Interim Rates
65				*Removal of Bridged Tap and Load Coil	NRBXF	None	$ 59.35	$ 53.72	Interim Rates
66				*Removal of Load Coil	NRBXZ	None	$ 40.55	$ 34.89	Interim Rates
67				*Removal of Repeater and Load Coil			$ 53.99	$ 48.34	Interim Rates
68				***indicates rates interim rates and subject to true up on commission ordered rates**					
70		Remove All Bridged Tap (RABT)-MMP		**Removal of non-excessive bridged tap DSL loops >0K feet and <17.5k feet**		None	$145.90		
71				**Removal of all brided tap DSL loops 12K feet to 17.5k feet**		None	$377.69		
72				**Removal of non-excessive bridged tap DSL loops >17.K feet DSL loops - per element incremental**		None	$145.90	$145.90	

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Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
73				**Removal of all bridged tap DSL loops . >17.5k feet - per element incremental**		None	$145.90	$145.90	
74									
76		LST		**LST performed o CODSLAM loop**		None	$215.65		Interim Rates
77				**LST performed o Sub Loop**		None	$208.59		Interim Rates
78									
79		**DSL Cross Connects**		xDSL Cross Connect Standard					
80				2-Wire xDSL		$ 1.24	$ 4.72		Interim Rates
81				4-Wire xDSL		$ 2.49	$ 29.56		Interim Rates
82				2 Wire IDSL		$ 1.24	$ 4.72		Interim Rates
83									
84				xDSL Cross Connect Shielded					
85				2-Wire xDSL		$ 1.64	$ 17.29		Interim Rates
86				4-Wire xDSL		$ 3.28	$ 42.13		Interim Rates
87				2 Wire IDSL		$ 1.64	$ 17.29		Interim Rates
88		**Loop Cross Connects**		2-Wire Analog Loop to Collocation	UCXC2	$ 1.24	$ 4.72	$ 4.72	Agreed to rates.
89				2-Wire Analog Loop to Collocation (without testing)	UCXD2	$0.00	$ 6.91	$ 4.97	Agreed to rates.
90				4-Wire Analog Loop to Collocation	UCXC4	$ 2.49	$ 29.56	$ 29.56	Agreed to rates.
91				4-Wire Analog Loop to Collocation (without testing)	UCXD4	$0.00	$ 29.56	$ 29.56	Agreed to rates.
92				2-Wire Digital Loop to Collocation	(UCXC2) under development	$ 1.24	$ 4.72	$ 4.72	Agreed to rates.
93				2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	$0.00	$ 6.91	$ 4.97	Agreed to rates.
94				4-Wire Digital Loop to Collocation	(UCXHX) under development	$ 6.67	$ 39.05	$ 34.16	Agreed to rates.
95				4-Wire Digital Loop to Collocation (without testing)	UDLD4	$0.00	$ 29.04	$ 29.04	Agreed to rates.
96				**DS3 C.O. Cross Connect to Collocation**	UCXBX	$ 19.24	$115.45	$81.61	These rates are in dispute and are not in the current agreement but required by order 16.
97				**2-wire analog loop cross connect to DS1 or DS3 loop**		TBD	TBD	TBD	These rates are in dispute and are not in the current agreement but required by order 16.

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Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
98				**4 wire analog loop cross connect to DS1 or DS3 loop**		TBD	TBD	TBD	These rates are in dispute and are not in the current agreement but required by order 16.
99				**2-wire digital loop cross connect to DS1 or DS3 loop**		TBD	TBD	TBD	These rates are in dispute and are not in the current agreement but required by order 16.
100				**4-wire digital loop cross connect to DS1 or DS3 loop**		TBD	TBD	TBD	These rates are in dispute and are not in the current agreement but required by order 16.
101				**DS1 loop cross connect to DS1, DS3 Loop**		TBD	TBD	TBD	These rates are in dispute and are not in the current agreement but required by order 16.
102				**DS3 loop cross connect to DS3 Loop**		TBD	TBD	TBD	These rates are in dispute and are not in the current agreement but required by order 16.
103				**DS3 loop cross connect to DS3 UDT**		TBD	TBD	TBD	These rates are in dispute and are not in the current agreement but required by order 16.
104		**Sub-loop Unbundling**							
105				ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	$ 1.36	None	None	Agreed to rates.
106				ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	$ 1.23	None	None	Agreed to rates.
107				ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	$ 1.19	None	None	Agreed to rates.
108				ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	$ 14.11	None	None	Agreed to rates.
109				ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	$ 6.78	None	None	Agreed to rates.
110				ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	$ 4.55	None	None	Agreed to rates.

Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
111				ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	$ 16.63	None	None	Agreed to rates.
112				ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	$ 9.20	None	None	Agreed to rates.
113				ECS to NID subloop charge 2-Wire-Analog Zone 3 (Urban)	U6LAR	$ 6.90	None	None	Agreed to rates.
114				SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	$ 13.07	None	None	Agreed to rates.
115				SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	$ 5.85	None	None	Agreed to rates.
116				SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	$ 3.66	None	None	Agreed to rates.
117				SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	$ 15.59	None	None	Agreed to rates.
118				SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	$ 8.27	None	None	Agreed to rates.
119				SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	$ 6.01	None	None	Agreed to rates.
120				Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	$ 2.63	None	None	Agreed to rates.
121				Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	$ 2.54	None	None	Agreed to rates.
122				Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	$ 2.47	None	None	Agreed to rates.
123				ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	$ 2.72	None	None	Agreed to rates.
124				ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	$ 2.45	None	None	Agreed to rates.
125				ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	$ 2.37	None	None	Agreed to rates.
126				ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	$ 27.97	None	None	Agreed to rates.
127				ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	$ 13.42	None	None	Agreed to rates.
128				ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	$ 8.99	None	None	Agreed to rates.
129				ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	$ 33.01	None	None	Agreed to rates.
130				ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	$ 18.26	None	None	Agreed to rates.
131				ECS to NID subloop charge 4-Wire-Analog Zone 3 (Urban)	U6LER	$ 13.69	None	None	Agreed to rates.
132				SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	$ 25.88	None	None	Agreed to rates.

Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
133				SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	$ 11.55	None	None	Agreed to rates.
134				SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	$ 7.21	None	None	Agreed to rates.
135				SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	$ 30.92	None	None	Agreed to rates.
136				SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	$ 16.40	None	None	Agreed to rates.
137				SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	$ 11.91	None	None	Agreed to rates.
138				Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	$ 5.27	None	None	Agreed to rates.
139				Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	$ 5.08	None	None	Agreed to rates.
140				Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	$ 4.93	None	None	Agreed to rates.
141				ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	$ 1.36	None	None	Agreed to rates.
142				ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	$ 1.23	None	None	Agreed to rates.
143				ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	$ 1.19	None	None	Agreed to rates.
144				ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	$ 14.10	None	None	Agreed to rates.
145				ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	$ 6.81	None	None	Agreed to rates.
146				ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	$ 4.58	None	None	Agreed to rates.
147				ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	$ 16.62	None	None	Agreed to rates.
148				ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	$ 9.23	None	None	Agreed to rates.
149				ECS to NID subloop charge 2-Wire-DSL Zone 3 (Urban)	U6LCR	$ 6.93	None	None	Agreed to rates.
150				SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	$ 13.06	None	None	Agreed to rates.
151				SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	$ 5.88	None	None	Agreed to rates.
152				SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	$ 3.69	None	None	Agreed to rates.
153				SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	$ 15.57	None	None	Agreed to rates.
154				SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	$ 8.30	None	None	Agreed to rates.

Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
155				SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	$ 6.04	None	None	Agreed to rates.
156				Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	$ 2.63	None	None	Agreed to rates.
157				Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	$ 2.54	None	None	Agreed to rates.
158				Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	$ 2.47	None	None	Agreed to rates.
159				ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	$ 2.72	None	None	Agreed to rates.
160				ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	$ 2.45	None	None	Agreed to rates.
161				ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	$ 2.37	None	None	Agreed to rates.
162				ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	UL6GQ	$ 27.96	None	None	Agreed to rates.
163				ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	UL6GQ	$ 13.45	None	None	Agreed to rates.
164				ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	UL6GQ	$ 9.03	None	None	Agreed to rates.
165				ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	$ 33.00	None	None	Agreed to rates.
166				ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	$ 18.29	None	None	Agreed to rates.
167				ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	$ 13.73	None	None	Agreed to rates.
168				SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	$ 25.87	None	None	Agreed to rates.
169				SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	$ 11.58	None	None	Agreed to rates.
170				SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	$ 7.24	None	None	Agreed to rates.
171				SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	$ 30.90	None	None	Agreed to rates.
172				SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	$ 16.43	None	None	Agreed to rates.
173				SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	$ 11.94	None	None	Agreed to rates.
174				Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	$ 5.27	None	None	Agreed to rates.
175				Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	$ 5.08	None	None	Agreed to rates.
176				Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	$ 4.93	None	None	Agreed to rates.

Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
177		**Sub-loop Unbundling Cross Connect**							
178				Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	$ 242.15	$ 91.77	Agreed to rates.
179				Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	$242.99	$92.60	Agreed to rates.
180				Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	$242.15	$91.77	Agreed to rates.
181				Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	$242.99	$92.60	Agreed to rates.
182				Subloop Cross Connect DS1 Non-Central Office Originating	UKC4X	NA	NA	NA	Agreed to rates.
183				Subloop Cross Connect DS3 Non-Central Office Originating	UKC6X	NA	NA	NA	Agreed to rates.
184				Sub-Loop Inquiry	NR9DX	None	$69.90	$69.90	Agreed to rates.
185									
186		**Cross Connects**							
187				**Dark Fiber transport cross connect to MUX**		TBD	TBD	TBD	These rates are in dispute and are not in the current agreement but required by order 16.
188				**Dark Fiber transport cross connect to collocation**		TBD	TBD	TBD	These rates are in dispute and are not in the current agreement but required by order 16.
189		**ATT disputes the inclusion of rows 183-187 in the Conformed Interim Pricing Schedule. ALPHEUS's proposed interim rate is TBD, AT&T's is NA.**		**COAX cross connect between collocation cages same central office**		TBD/NA	TBD/NA	TBD/NA	These rates are in dispute and are not in the current agreement but required by order 16.
190				**Single mode fiber optics cross connect between collocation cages same central office**		TBD/NA	TBD/NA	TBD/NA	These rates are in dispute and are not in the current agreement but required by order 16.
191				**2 Wire copper cross connect between collocation cages same central office**		TBD/NA	TBD/NA	TBD/NA	These rates are in dispute and are not in the current agreement but required by order 16.

Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
192				**4 Wire copper cross connect between collocation cages same central office**		TBD/NA	TBD/NA	TBD/NA	These rates are in dispute and are not in the current agreement but required by order 16.
193				**DSL Shielded cross connect between collocation cages same central office**		TBD/NA	TBD/NA	TBD/NA	These rates are in dispute and are not in the current agreement but required by order 16.
194		**Unbundled Dedicated Transport**		UDT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	$34.08	$52.91	$28.43	28600 Rates
195				UDT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	$32.55	$52.91	$28.43	28600 Rates
196				UDT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	$33.76	$52.91	$28.43	28600 Rates
197				UDT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	$44.32	$52.91	$28.43	28600 Rates
198				UDT-DS1 Disconnect		None	$12.05	$3.66	28600 Rates
199				UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	$0.13	$121.73	$68.27	28600 Rates
200				UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	$0.10	$121.73	$68.27	28600 Rates
201				UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	$0.10	$121.73	$68.27	28600 Rates
202				UDT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	$0.09	$121.73	$68.27	28600 Rates
203				UDT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	$194.60	$81.05	$65.73	28600 Rates
204				UDT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	$179.53	$81.05	$65.73	28600 Rates
205				UDT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	$199.77	$81.05	$65.73	28600 Rates
206				UDT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	$306.37	$81.05	$65.73	28600 Rates
207				UDT-DS3 Disconnect		None	$12.05	$3.66	28600 Rates
208				UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	$3.95	$135.61	$92.34	28600 Rates
209				UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	$3.20	$135.61	$92.34	28600 Rates
210				UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	$2.91	135.61`	$92.34	28600 Rates
211				UDT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	$2.78	$135.61	$92.34	28600 Rates

Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
212		**Dedicated Transport Cross Connect**		DS1 to Collocation	UCXHX	$7.51	$57.08	$40.49	Agreed to rates.
213				DS3 to Collocation	UCXJX	$25.70	$70.78	$54.19	Disputed rate with corresponding rates from the current agreement
214		**Multiplexing**		DS1 to VG	UM4BX	$81.15	$96.84	$48.51	Agreed to rates.
215				DS3 to DS1	UM4AX	$365.11	$777.51	$439.79	Agreed to rates.
216		**Splicing**		**Dark Fiber Splicing per splice locaton**		None	$ 434.38	None	Disputed rate with corresponding rates from the current agreement
217		**Dark Fiber**		**Dark Fiber - Interoffice per foot Zone 1 (Rural)**	ULNCF	$ 0.007836	None	None	Disputed rate with corresponding rates from the current agreement
218				**Dark Fiber - Interoffice per foot Zone 2 (Suburban)**	ULNCF	$ 0.006776	None	None	Disputed rate with corresponding rates from the current agreement
219				**Dark Fiber - Interoffice per foot Zone 3 (Urban)**	ULNCF	$ 0.005954	None	None	Disputed rate with corresponding rates from the current agreement
220				**Dark Fiber - Interoffice Inquiry**	NR9D6	None	$ 250.00	$ 250.00	Disputed rate with corresponding rates from the current agreement
221				**Dark Fiber Cross Connect- Interoffice**	UKCJX	$1.71	$65.87	$ 48.44	Disputed rate with corresponding rates from the current agreement
222				**Dark Fiber to Collo Cross Connect**	UCXPX	$1.71	$ 65.87	$ 48.44	Disputed rate with corresponding rates from the current agreement
223		**Dark Fiber Sub Loop-MTE**		**Dark Fiber Subloop-MTE**		**TBD**	**TBD**	**TBD**	No existing rate
224				**Dark Fiber - Sub Loop - MTE Inquiry**		**TBD**	**TBD**	**TBD**	No existing rate
225				**Dark Fiber - Sub Loop - MTE Cross Connect per foot.**		**TBD**	**TBD**	**TBD**	No existing rate

Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
226		**Routine Network Modifications AT&T is TBD, Alpheus is NA**		**Routine Modifications of Existing Facilities Charge per TRO/TRRO Change of Law Amendment, (13.1.5)**		**TBD/NA**	**TBD/NA**	**TBD/NA**	Per Arbit. Award, this rate and if it is applicable to each UNE, will be determined in a future docket.
227		**Service Order Charges**		Manual New - Simple	NRBUQ	None	$5.00	None	Agreed to rates.
228				Manual Change - Simple	NRBUO	None	$5.00	None	Agreed to rates.
229				Manual Record - Simple	NRBUU	None	$5.00	None	Agreed to rates.
230				Manual Disconnect - Simple	NRBUW	None	$5.00	None	Agreed to rates.
231				Manual Suspend - Simple	NRBJZ	None	$5.00	None	Agreed to rates.
232				Manual Restore - Simple	NRBJ9	None	$5.00	None	Agreed to rates.
233				Manual Expedited - Simple	(NRBUQ)	None	$5.00	None	Agreed to rates.
234				Manual Customer Not Ready - Simple	(NRBUQ)	None	$5.00	None	Agreed to rates.
235				ManualDue Date Change or Cancellation - Simple	(NRBUQ)	None	$5.00	None	Agreed to rates.
236				Manual New - Complex	NRBUR	None	$91.93	None	Agreed to rates.
237				Manual Change - Complex	NRBUP	None	$62.56	None	Agreed to rates.
238				Manual Record - Complex	NRBUV	None	$62.17	None	Agreed to rates.
239				Manual Disconnect - Complex	NRBUX	None	$52.83	None	Agreed to rates.
240				Manual Suspend - Complex	NRBJ7	None	$62.56	None	Agreed to rates.
241				Manual Restore - Complex	NRBJ8	None	$62.56	None	Agreed to rates.
242				Manual Expedited - Complex	(NRBUR)	None	$91.93	None	Agreed to rates.
243				Manual Customer Not Ready - Complex	(NRBUR)	None	$91.93	None	Agreed to rates.
244				Manual Due Date Change or Cancellation - Complex	(NRBUR)	None	$91.93	None	Agreed to rates.
245				Electronic New - Simple	NR9W2	None	$2.58	None	Agreed to rates.
246				Electronic New - Complex	NRBAW	None	$5.00	None	Agreed to rates.
247				Electronic Change - Simple	NR9GG	None	$2.56	None	Agreed to rates.
248				Electronic Record - Simple	NR9GU	None	$0.80	None	Agreed to rates.
249				Electronic Disconnect - Simple	NR9GZ	None	$1.22	None	Agreed to rates.
250				Electronic Suspend Simple	NRBJ5	None	$2.56	None	Agreed to rates.
251				Electronic Restore Simple	NRBJ6	None	$2.56	None	Agreed to rates.
252				Electronic Expedited Simple	(NR9W2)	None	$2.58	None	Agreed to rates.
253				Electronic Customer Not Ready Simple	(NR9W2)	None	$2.58	None	Agreed to rates.
254				Electronic Due Date Change or Cancellation Simple	(NR9W2)	None	$2.58	None	Agreed to rates.
255				PIC Change Charge	NRBL9	None	$2.58	0.05	Agreed to rates.
256		**OTHER**							
257		**Directory Assistance**		Directory Assistance (DA) - per call	ZZUO3	$ 0.37	None	None	Agreed to rates.
258				Directory Assistance Call Completion (DACC) - per call	ZZUO7	$ 0.15	None	None	Agreed to rates.
259				National Directory Assistance (NDA)	ZZUO5	$ 0.65	None	None	Agreed to rates.

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Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
260				Directory Assistance Non-Pub Emergency Service	Not Applicable	$ 2.00	None	None	Agreed to rates.
261				Directory Assistance - Facility Based Branding - Initial/Subsequent Load	NRBDG	None	$ 1,800.00	None	Agreed to rates.
262				Directory Assistance - Facility Based Branding Per call	ZZUCB	$ 0.025	None	None	Agreed to rates.
263				Directory Assistance - Facilities Based Rate Reference Initial Load	NRBDL	None	$ 2,200.00	None	Agreed to rates.
264				Directory Assistance Rate Reference - Facilities Based - Subsequent Reference Load/Rater Load	NRBDM	None	$ 1,000.00	None	Agreed to rates.
265				Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	$ 0.0585	None	Agreed to rates.
266				Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	$ 0.0585	None	Agreed to rates.
267				Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	$ 2.10	None	None	Agreed to rates.
268		**Operator Services**		Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	$ 0.15	None	None	Agreed to rates.
269				Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	$ 0.020	None	None	Agreed to rates.
270				Operator Services - Facilities Based Branding Initial/Subsequent Load	NRBDG	None	$ 1,800.00	None	Agreed to rates.
271				Operator Services - Facilities Based Branding - Per Call (Line # based*)	ZZUCB	$ 0.025	None	None	Agreed to rates.
272				Operator Services - Facilities Based Rate Reference -Initial Load	NRBDL	None	$ 2,200.00	None	Agreed to rates.
273				Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NRBDM	None	$ 1,000.00	None	Agreed to rates.
274				Intralata Message Rating - Rate per initial load	Not Applicable	None	$ 602.86	None	Agreed to rates.
275				Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	$ 602.86	None	Agreed to rates.
276		**Miscellaneous**		NXX Migration- Migration Charge per NXX	Not Applicable	None	$ 7,500.00	None	Agreed to rates.
277				UNE Electronic Billing Information Data (daily usage) per message	ASBS	$ 0.003	None	None	Agreed to rates.
278				Local Discount Report (LDR) per WTN	CRIS	$ 0.003	None	None	Agreed to rates.
279		**BCR**		Per interstate local message	Not Applicable	$ 0.050	None	None	Agreed to rates.
280				Per local message	Not Applicable	$ 0.080	None	None	Agreed to rates.
281		**Hosting**		Billable Message Records and /or access usage records - per Record Charge	Not Applicable	$ 0.003	None	None	Agreed to rates.
282				Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	$ 0.002	None	None	Agreed to rates.
283				Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	$ 0.005	None	None	Agreed to rates.

Line	Change/ Updates	Service	Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
284			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	$ 0.007	None	None	Agreed to rates.
285			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	$ 0.010	None	None	Agreed to rates.
286		**Clearinghouse**	CH processing charge for service - per originated CH record	Not Applicable	$ 0.020	None	None	Agreed to rates.
287			CH billing message - per message	Not Applicable	$ 0.050	None	None	Agreed to rates.
288		**Maintenance of Service Charges & Non-Productive Dispatch**	Basic Time - per half hour	MVV	None	$21.44	$21.44	Agreed to rates.
289			Overtime - per half hour	MVV	None	$28.01	$28.01	Agreed to rates.
290			Premium Time - per half hour	MVV	None	$34.59	$34.59	Agreed to rates.
291		**Time and Materials Charges**	Basic Time - per half hour	ALK, ALT,ALH	None	$21.44	$21.44	Agreed to rates.
292			Overtime - per half hour	ALK, ALT,ALH	None	$28.01	$28.01	Agreed to rates.
293			Premium Time - per half hour	ALK, ALT,ALH	None	$34.59	$34.59	Agreed to rates.
294								
295		**Poles and Duct**	Pole Attachment per pole per year		$ 2.85	None	None	Agreed to rates.
296			Conduit Space, per duct foot per year		$ 0.63	None	None	Agreed to rates.
297			Inner Duct, per duct foot per year		$ 0.315	None	None	Agreed to rates.
298		**(Structure)**	Fee for Admin. Approval of requests for pole attachment and conduit space		None	None	None	Agreed to rates.
299								
300								
301			Contract Administration Fee			$ 125.00		Agreed to rates.
302			Administrative Record-Keeping Fee			$ 125.00		Agreed to rates.
303		**RECIPROCAL COMPENSATION**						
304								
305		**End Office Local Termination (All Zones)**						
306			Set up charge, per call		$0.001089			Agreed to rates.
307			Duration charge, per MOU		$ 0.001042			Agreed to rates.
308		**Tandem Switching**	Tandem Switching Per Minute of Use	Not Applicable	$0.00079400		None	Agreed to rates.
309								
310		**Common Transport**	All Zones	Not Applicable	Common Transport (All Zones)		None	Agreed to rates.
311			Termination per Minute of Use		$0.00013500			Agreed to rates.
312			Facilities per Minute, per Mile		$0.00000200			Agreed to rates.
313								

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Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
314		**Transiting**		Local	Not Applicable	$ 0.000960	None	None	Agreed to rates.
315				Transiting-OCA (Optional Area)	Not Applicable	$ 0.001030	None	None	Agreed to rates.
316				Transiting-Out of Region	Not Applicable	$ 0.006000	None	None	Agreed to rates.
317		**OCA**		OCA Transport & Termination	Not Applicable	$ 0.002487	None	None	Agreed to rates.
318									
319		**RESALE**							
320		**Business - Local Exchange Service**		Business 1 Party	Not Applicable	21.60%	21.60%	None	Agreed to rates.
321				Business - Multi-Line Hunting	Not Applicable	21.60%	21.60%	None	Agreed to rates.
322				Business - Measured	Not Applicable	21.60%	21.60%	None	Agreed to rates.
323				Business - Measured (HTG Class of Service)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
324				Gigaman	Not Applicable	21.60%	21.60%	None	Agreed to rates.
325				Customer Operated Pay Telephone (COPT)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
326		**Business - Expanded Local Calling**		EMS - Optional	Not Applicable	21.60%	21.60%	None	Agreed to rates.
327				Expanded Local Calling (Mandatory)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
328				Extended Area Calling Service - Optional	Not Applicable	21.60%	21.60%	None	Agreed to rates.
329				Mandatory EACS - Hotel/Motel Measured Trunk	Not Applicable	21.60%	21.60%	None	Agreed to rates.
330				Mandatory EACS - Multi-Line Hunting	Not Applicable	21.60%	21.60%	None	Agreed to rates.
331				Mandatory EACS - One element measured, 1-party	Not Applicable	21.60%	21.60%	None	Agreed to rates.
332				Mandatory EACS - PBX Trunk	Not Applicable	21.60%	21.60%	None	Agreed to rates.
333				Mandatory Extended Area Calling Service (EACS)-1 Party	Not Applicable	21.60%	21.60%	None	Agreed to rates.
334		**Business - Vertical Services**		Anonymous Call Rejection	Not Applicable	21.60%	21.60%	None	Agreed to rates.
335				Auto Redial	Not Applicable	21.60%	21.60%	None	Agreed to rates.
336				Auto Redial - Usage Sensitive	Not Applicable	21.60%	21.60%	None	Agreed to rates.
337				Call Blocker	Not Applicable	21.60%	21.60%	None	Agreed to rates.
338				Call Forwarding	Not Applicable	21.60%	21.60%	None	Agreed to rates.
339				Call Forwarding - Busy Line	Not Applicable	21.60%	21.60%	None	Agreed to rates.
340				Call Forwarding - Busy Line/Don't Answer	Not Applicable	21.60%	21.60%	None	Agreed to rates.
341				Call Forwarding - Don't Answer	Not Applicable	21.60%	21.60%	None	Agreed to rates.
342				Call Return	Not Applicable	21.60%	21.60%	None	Agreed to rates.
343				Call Return - Usage Sensitive	Not Applicable	21.60%	21.60%	None	Agreed to rates.
344				Call Trace	Not Applicable	21.60%	21.60%	None	Agreed to rates.
345				Call Waiting	Not Applicable	21.60%	21.60%	None	Agreed to rates.
346				Calling Name	Not Applicable	21.60%	21.60%	None	Agreed to rates.
347				Calling Number	Not Applicable	21.60%	21.60%	None	Agreed to rates.
348				ComCall®	Not Applicable	21.60%	21.60%	None	Agreed to rates.
349				Personalized Ring (1 dependent number)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
350				Personalized Ring (2 dependent numbers - 1st number)	Not Applicable	21.60%	21.60%	None	Agreed to rates.

Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
351				Personalized Ring (2 dependent numbers - 2nd number)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
352				Priority Call	Not Applicable	21.60%	21.60%	None	Agreed to rates.
353				Remote Access to Call Forwarding	Not Applicable	21.60%	21.60%	None	Agreed to rates.
354				Selective Call Forwarding	Not Applicable	21.60%	21.60%	None	Agreed to rates.
355				Simultaneous Call Forwarding	Not Applicable	21.60%	21.60%	None	Agreed to rates.
356				Speed Calling 8	Not Applicable	21.60%	21.60%	None	Agreed to rates.
357				Speed Calling 30	Not Applicable	21.60%	21.60%	None	Agreed to rates.
358				Three Way Calling	Not Applicable	21.60%	21.60%	None	Agreed to rates.
359		**Business - DID**		DID (First Block of 100 - Category 1)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
360				DID (First Block of 10 - Category 1)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
361				DID (Ea. adl. block of 10 after first 10 - Category 1)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
362				DID (Ea. adl. block of 100 after first 100 - Category 2)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
363				DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
364				DID (with dial pulse)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
365				DID (with Multifrequency)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
366				DID (with Dual-Tone Multifrequency)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
367				DID (1st 10 Trunks or access lines)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
368				DID (11th thru 50th trunk or network access line)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
369				DID (51st trunk or network access line)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
370		**Business - Trunks**		Trunk	Not Applicable	21.60%	21.60%	None	Agreed to rates.
371		**Business - AIN**		Area Wide Networking	Not Applicable	21.60%	21.60%	None	Agreed to rates.
372				Caller Intellidata®	Not Applicable	21.60%	21.60%	None	Agreed to rates.
373				Disaster Routing Service	Not Applicable	21.60%	21.60%	None	Agreed to rates.
374				Intelligent Redirectsm	Not Applicable	21.60%	21.60%	None	Agreed to rates.
375				IntelliNumber	Not Applicable	21.60%	21.60%	None	Agreed to rates.
376				Positive ID	Not Applicable	21.60%	21.60%	None	Agreed to rates.
377		**Business - Other**		Customer Alerting Enablement	Not Applicable	21.60%	21.60%	None	Agreed to rates.
378				Grandfathered Services	Not Applicable	21.60%	21.60%	None	Agreed to rates.
379				Hot Line	Not Applicable	21.60%	21.60%	None	Agreed to rates.
380				Hunting	Not Applicable	21.60%	21.60%	None	Agreed to rates.
381				Local Operator Assistance Service	Not Applicable	21.60%	21.60%	None	Agreed to rates.
382				Night Number associated with Telephone Number	Not Applicable	21.60%	21.60%	None	Agreed to rates.
383				Night Number associated with a Terminal	Not Applicable	21.60%	21.60%	None	Agreed to rates.
384				Bundled Telecommunications Services (e.g., the Works)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
385				Promotions (Greater than 90 days)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
386				Preferred Number Service	Not Applicable	21.60%	21.60%	None	Agreed to rates.
387				Telebranch®	Not Applicable	21.60%	21.60%	None	Agreed to rates.
388				TouchTone (Business)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
389				TouchTone (Trunk)	Not Applicable	21.60%	21.60%	None	Agreed to rates.

Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
390				Voice Dial	Not Applicable	21.60%	21.60%	None	Agreed to rates.
391				Warm Line	Not Applicable	21.60%	21.60%	None	Agreed to rates.
392		**Business - ISDN**		Digilinesm	Not Applicable	21.60%	21.60%	None	Agreed to rates.
393				Select Video Plus®	Not Applicable	21.60%	21.60%	None	Agreed to rates.
394				Smart Trunksm	Not Applicable	21.60%	21.60%	None	Agreed to rates.
395		**Business - Toll**		IntraLATA MTS	Not Applicable	21.60%	21.60%	None	Agreed to rates.
396				MaxiMizer 800®	Not Applicable	21.60%	21.60%	None	Agreed to rates.
397				OutWATS	Not Applicable	21.60%	21.60%	None	Agreed to rates.
398		**Business - Optional Toll Calling Plans**		1+SAVERsm	Not Applicable	21.60%	21.60%	None	Agreed to rates.
399		**Business - PLEXAR®**		Plexar I®	Not Applicable	21.60%	21.60%	None	Agreed to rates.
400				Plexar II®	Not Applicable	21.60%	21.60%	None	Agreed to rates.
401				Plexar Custom	Not Applicable	21.60%	21.60%	None	Agreed to rates.
402		**Business - Private Line**		Analog Private Lines	Not Applicable	21.60%	21.60%	None	Agreed to rates.
403				Business Video Service	Not Applicable	21.60%	21.60%	None	Agreed to rates.
404				DOVLink	Not Applicable	21.60%	21.60%	None	Agreed to rates.
405				Frame Relay	Not Applicable	21.60%	21.60%	None	Agreed to rates.
406				MegaLink I®	Not Applicable	21.60%	21.60%	None	Agreed to rates.
407				MegaLink II®	Not Applicable	21.60%	21.60%	None	Agreed to rates.
408				MegaLink III®	Not Applicable	21.60%	21.60%	None	Agreed to rates.
409				MicroLink I®	Not Applicable	21.60%	21.60%	None	Agreed to rates.
410				Network Reconfiguration Service	Not Applicable	21.60%	21.60%	None	Agreed to rates.
411		**Residence - Local Exchange Service**		Life Line and Link Up America Services	Not Applicable	21.60%	21.60%	None	Agreed to rates.
412				Residence 1 Party	Not Applicable	21.60%	21.60%	None	Agreed to rates.
413				Residence Measured	Not Applicable	21.60%	21.60%	None	Agreed to rates.
414		**Residence - Expanded Local Calling**		Expanded Local Calling (Mandatory)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
415				Mandatory Extended Area Calling Service (EACS)-1 Party	Not Applicable	21.60%	21.60%	None	Agreed to rates.
416				Mandatory EACS - One element measured, 1 Party	Not Applicable	21.60%	21.60%	None	Agreed to rates.
417				EMS - Optional	Not Applicable	21.60%	21.60%	None	Agreed to rates.
418				Extended Area Calling Service - Optional	Not Applicable	21.60%	21.60%	None	Agreed to rates.
419		**Residence - Vertical Services**		Anonymous Call Rejection	Not Applicable	21.60%	21.60%	None	Agreed to rates.
420				Auto Redial	Not Applicable	21.60%	21.60%	None	Agreed to rates.
421				Auto Redial - Usage Sensitive	Not Applicable	21.60%	21.60%	None	Agreed to rates.
422				Call Blocker	Not Applicable	21.60%	21.60%	None	Agreed to rates.

Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
423				Call Forwarding	Not Applicable	21.60%	21.60%	None	Agreed to rates.
424				Call Forwarding - Busy Line	Not Applicable	21.60%	21.60%	None	Agreed to rates.
425				Call Forwarding - Busy Line/Don't Answer	Not Applicable	21.60%	21.60%	None	Agreed to rates.
426				Call Forwarding - Don't Answer	Not Applicable	21.60%	21.60%	None	Agreed to rates.
427				Call Return	Not Applicable	21.60%	21.60%	None	Agreed to rates.
428				Call Return - Usage Sensitive	Not Applicable	21.60%	21.60%	None	Agreed to rates.
429				Call Trace	Not Applicable	21.60%	21.60%	None	Agreed to rates.
430				Call Waiting	Not Applicable	21.60%	21.60%	None	Agreed to rates.
431				Calling Name	Not Applicable	21.60%	21.60%	None	Agreed to rates.
432				Calling Number	Not Applicable	21.60%	21.60%	None	Agreed to rates.
433				ComCall®	Not Applicable	21.60%	21.60%	None	Agreed to rates.
434				Personalized Ring (1 dependent number)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
435				Personalized Ring (2 dependent numbers - 1st number)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
436				Personalized Ring (2 dependent numbers - 2nd number)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
437				Priority Call	Not Applicable	21.60%	21.60%	None	Agreed to rates.
438				Remote Access to Call Forwarding	Not Applicable	21.60%	21.60%	None	Agreed to rates.
439				Selective Call Forwarding	Not Applicable	21.60%	21.60%	None	Agreed to rates.
440				Simultaneous Call Forwarding	Not Applicable	21.60%	21.60%	None	Agreed to rates.
441				Speed Calling 8	Not Applicable	21.60%	21.60%	None	Agreed to rates.
442				Three Way Calling	Not Applicable	21.60%	21.60%	None	Agreed to rates.
443		**Residence - ISDN**		Digilinesm	Not Applicable	21.60%	21.60%	None	Agreed to rates.
444		**OTHER RESALE**				21.60%	21.60%		Agreed to rates.
445		**Directory Assistance**		Directory Assistance Services (DA)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
446		**Nationwide Listings**		Nationwide Listing Services (NLS)	Not Applicable	21.60%	21.60%	None	Agreed to rates.
447		**Toll**		Home 800sm	Not Applicable	21.60%	21.60%	None	Agreed to rates.
448				IntraLATA MTS	Not Applicable	21.60%	21.60%	None	Agreed to rates.
449				900/976 Call Restriction	Not Applicable	21.60%	21.60%	None	Agreed to rates.
450				976 Information Delivery Service	Not Applicable	0.00%	0.00%	None	Agreed to rates.
451				Access Services	Not Applicable	0.00%	0.00%	None	Agreed to rates.
452				Additional Directory Listings	Not Applicable	21.60%	21.60%		Agreed to rates.
453				Bill Plus	Not Applicable	5.00%	5.00%	None	Agreed to rates.
454				Cellular Mobile Telephone Interconnection Services	Not Applicable	0.00%	0.00%	None	Agreed to rates.
455				Company Initiated Suspension Service	Not Applicable	0.00%	0.00%	None	Agreed to rates.
456				Connections with Terminal Equipment and Communications Equipment	Not Applicable	0.00%	0.00%	None	Agreed to rates.
457				Consolidated Billing	Not Applicable	5.00%	5.00%	None	Agreed to rates.
458				Construction Charges	Not Applicable	0.00%	0.00%	None	Agreed to rates.
459				Customer Initiated Suspension Service	Not Applicable	0.00%	0.00%	None	Agreed to rates.
460				Distance Learning	Not Applicable	21.60%	21.60%	None	Agreed to rates.

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Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
461				Exchange Connection Service	Not Applicable	0.00%	0.00%	None	Agreed to rates.
462				Maintenance of Service Charges	Not Applicable	0.00%	0.00%	None	Agreed to rates.
463				Shared Tenant Service	Not Applicable	0.00%	0.00%	None	Agreed to rates.
464				Telecommunications Service Priority Systems	Not Applicable	0.00%	0.00%	None	Agreed to rates.
465				Toll Restriction	Not Applicable	21.60%	21.60%	None	Agreed to rates.
466				Electronic Billing Information Data (daily usage) per message	ASBS	$ 0.003	None	None	Agreed to rates.
467				Slamming Investigation Fee	CRIS	None	$ 50.00	$ 50.00	Agreed to rates.
468				Local Discount Report (LDR) per WTN	CRIS	$ 0.003	None	None	Agreed to rates.
469				Simple conversion charge per billable number	CRIS	None	$ 16.65	None	Agreed to rates.
470				Electronic conversion orders per billable number	CRIS	None	$ 5.00	None	Agreed to rates.
471				Complex conversion orders per billable number	CRIS	None	$ 52.55	None	Agreed to rates.
472				SWBT transmittal of CLEC end-user listing to 3rd party pub, per occurrence, per dir. Publisher	Not Applicable	None	$ 100.00	None	Agreed to rates.
473				OS/DA Reseller Branding - Initial Load/Subsequent Load	NRBDG	None	$ 1,800.00	None	Agreed to rates.
474				OS/DA Reseller Branding - Per Call	ZZUCB	$ 0.025	None	None	Agreed to rates.
475				OS/DA Reseller Rate Reference - Initial Load	NRBDL	None	$ 2,200.00	None	Agreed to rates.
476				OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	NRBDM	None	$ 1,000.00	None	Agreed to rates.
477				**Access to DWOs**		TBD	TBD	TBD	These rates are in dispute and are not in the current agreement but required by order 16.
478				Splicing SWBT to SWBT Fiber Initial		434.38			These rates are in dispute and are not in the current agreement but required by order 16.
479		ALPHEUS disputes including rows 473-474 in the pricing schedule. ALPHEUS believes there should continue to be a single charge for splicing under the ICA. Further ALPHEUS believes that any arguments for additional splicing charges should be left to the phase II cost proceeding.		Splicing SWBT to SWBT Fiber same enclosure as initial		TBD/NA	TBD/NA	TBD/NA	
480		ALPHEUS is not waiving its right to and intends to fully contest SWBT's rate structure in Phase II. SWBT's proposed rates are TBD, ALPHEUS's is NA.		Splicing SWBT to SWBT Fiber Add'l splice different location, same path		TBD/NA	TBD/NA	TBD/NA	

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Line	Change/ Updates	Service		Rate Element	USOCs	Interim Order 16 RECURRING RATE	Interim Order 16 NON RECURRING RATE	Interim Order 16 NON RECURRING Ea. Add'l.	ALPHEUS Explanation
481				PLR/DWO Review/Scheduling (Administration) Costs per 15 minute increment		$60.12/hr pro rated on 15 min increments = $15.03			
482				PLR/DWO Review/No Show for Appointment (Administration) Costs per 15 minute increment		$60.12/hr pro rated on 15 min increments = $15.03			
483				PLR/DWO Review/Engineering Costs (Updating PLRs, redacting PLRs, DWOs) per 15 minute increment		$101.52/ hr =$25.38/15 min increment			
484				PLR/DWO Review/Craft Costs (reviewing physical plant as necessary) per 15 minute increment		$75.68/hr = $18.92 per 15 min increment			
485				TIRKs Report per 15 minute increment		$68.36/hr = $17.09 per 15 minute increment			
486				**Additional Cooperative Testing**		TDB	TDB	TDB	These rates are in dispute and are not in the current agreement but required by order 16.

	Collocation Services			Non-Recurring	Recurring
	Texas	**VIRTUAL COLLOCATION QUOTE SHEET**			
				RATE	**RATE**
	COST ELEMENT	**UNIT**		**NON-RECURRING**	**MONTHLY RECURRING**
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
	Floor Space	Per Sq. Ft. of space used by CLEC			**$3.54**
	Floor Space- Eqpt Bay/Store Cabinet	Per Standard Equipment Bay			**$35.45**
	Floor Sp- Non Stand Bay/Store Cabinet	Per Non-Standard Bay			**$63.80**
EQUIPMENT BAYS					
	Equipment Bay Standard	Per Standard Bay (CLEC Provides)			
	Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)			
COMMON SYSTEMS					
	Common Systems - Standard Bay	Per Standard Equipment Bay			**$16.42**
	Common Systems - Non-Standard Bay	Per Non-Standard Bay			**$29.55**
POWER PROVISIONING					
	Power Engineering:				
	ILEC-Vendor Engineering	Per Placement		**$565.50**	
	DC Power Engineering	Per Placement		**$976.05**	
	Power Panel:				
	50 Amp	Per Power Panel (CLEC Provides)			
	Power Cable and Infrastructure:				
	Power Cable Rack Occupancy	Per Four Power Cables or Quad			**$0.54**
	20 Amp	Per Four Power Cables or Quad (CLEC Provides)			
	40 Amp	Per Four Power Cables or Quad (CLEC Provides)			
	50 Amp	Per Four Power Cables or Quad (CLEC Provides)			
	Equipment Grounding:				
	Ground Cable Placement	Per CLEC Equipment or Cabinet Bay			**$0.52**
POWER CONSUMPTION					
	DC Power Usage	Per Amp			**$8.97**
FIBER CABLE PLACEMENT					
	Fiber Cable Placement	Per Fiber Cable Sheath		**$3,326.69**	**$8.52**
	Entrance Conduit	Per Fiber Cable Sheath			**$19.32**
SBC ACTIVITIES:					
ENGINEERING DESIGN					
	CO Survey				
PROJECT MANAGEMENT					
	INITIAL				
	Application Processing	Per CLEC Application		**$565.82**	
	Project Coordination	Per CLEC Application		**$4,340.90**	
	AUGMENT				
	Application Processing	Per CLEC Application Augment		**$422.02**	
	Project Coordination	Per CLEC Application Augment		**$1,982.97**	
				$705.38	
TIME SENSITIVE ACTIVITIES					
TRAINING					
	Communication Technician	Per 1/2 Hour		**$40.07**	
	C O Manager (LFO)	Per 1/2 Hour		**$41.20**	
	Power Engineer	Per 1/2 Hour		**$54.38**	
	Equipment Engineer	Per 1/2 Hour		**$54.38**	
EQUIPMENT MAINTENANCE COST					
	Communication Technician	Per 1/4 Hour		**$20.04**	
EQUIPMENT EVALUATION COST					
	Equipment Engineer	Per 1/2 Hour		**$54.38**	

	COST ELEMENT	UNIT	RATE NON-RECURRING	RATE MONTHLY RECURRING
CONSTRUCTION COORDINATION		Per 1/2 Hour		
	Communication Technician	Per 1/2 Hour	**$40.07**	
TEST & ACCEPTANCE				
	Communication Technician	Per 1/2 Hour	**$40.07**	
INTERCONNECTION COSTS:				
ILEC TO CLEC CONNECTION				
	Route Design	Per Placement	**$1,576.52**	
	Cable Installation	Per Arrangement		
	Voice Grade Arrangement	100 Copper Pairs	**$165.53**	**$0.68**
	Rack - Voice Grade	100 Copper Pairs		**$1.42**
	Voice Grade Arrangement	100 Shielded Pairs	**$165.53**	**$0.68**
	Rack - Voice Grade	100 Shielded Pairs		**$1.42**
	DS1 Arrangement - DCS	28 DS1	**$4,897.75**	**$253.32**
	Rack - DS1 - DCS	28 DS1		**$0.71**
	DS1 Arrangement - DSX	28 DS1	**$448.67**	**$1.83**
	Rack - DS1 - DSX	28 DS1		**$0.71**
	DS3 Arrangement - DCS	1 DS3	**$3,254.10**	**$131.87**
	Rack - DS3 - DCS	1 DS3		**$0.47**
	DS3 Arrangement - DSX	1 DS3	**$158.73**	**$0.65**
	Rack - DS3 - DSX	1 DS3		**$0.47**
	4 Fiber Jumper	per Placement	**$128.18**	**$0.52**
	Fiber Raceway per 4 Fiber Jumper	Per Placement		**$4.78**
	Fiber Arrangement	12 Fiber Pairs		**$0.00**
	Fiber Racking per 24 Fiber Cable	Per Placement		**$0.00**
CLEC TO CLEC CONNECTION				
	Route Design	Per Placement	**$1,250.22**	
	Cable Installation	Per Placement (CLEC Installs)		
	50 Pr Shielded Cable	Per Placement (CLEC Provides)		
	Cable Rack per 50 pr Cable	Per Placement		**$0.29**
	DS-3 Coax Cable	Per Placement (CLEC Provides)		
	Cable Rack Per DS-3	Per Placement		**$0.19**
	4 Fiber Jumper	Per Placement (CLEC Provides)		
	Fiber Raceway per 4 Fiber Jumper	Per Placement		**$1.25**
	24 Fiber Cable	Per Placement (CLEC Provides)		
	Fiber Racking per 24 Fiber Cable	Per Placement		**$0.59**
	4 Inch Conduit	Per Placement	**$2,556.29**	**$10.45**
MISCELLANEOUS COSTS				
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	**$14.39**	**$0.06**
	Bits Timing	Per two circuits	**$678.60**	**$2.77**

Texas

CAGE
QUOTE SHEET

	COST ELEMENT	UNIT	RATE NON-RECURRING	RATE MONTHLY RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:				
REAL ESTATE				
	Site Conditioning	Per Sq. Ft. of space used by CLEC	**$95.19**	
	Safety & Security	Per Sq. Ft. of space used by CLEC	**$60.72**	
	Floor Space Usage	Per Sq. Ft. of space used by CLEC		**$7.38**
COMMON SYSTEMS				
	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	**$115.78**	**$0.47**
POWER PROVISIONING				
	Power Engineering:			
	ILEC-Vendor Engineering	Per Placement	**$565.50**	
	DC Power Engineering	Per Placement	**$976.05**	
	Power Panel:			
	50 Amp	Per Power Panel (CLEC Provides)	**$0.00**	
	200 Amp	Per Power Panel (CLEC Provides)	**$0.00**	

	COST ELEMENT	UNIT	RATE NON-RECURRING	RATE MONTHLY RECURRING
	Power Cable and Infrastructure:			
	Power Cable Rack	Per Four Power Cables or Quad	**$33.86**	**$0.14**
	20 Amp	Per Four Power Cables or Quad (Clec Provides)	**$0.00**	
	40 Amp	Per Four Power Cables or Quad (Clec Provides)	**$0.00**	
	50 Amp	Per Four Power Cables or Quad (Clec Provides)	**$0.00**	
	100 Amp	Per Four Power Cables or Quad (Clec Provides)	**$0.00**	
	200 Amp	Per Four Power Cables or Quad (Clec Provides)	**$0.00**	
	Equipment Grounding:			
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**$29.75**	**$0.12**
POWER CONSUMPTION (Including HVAC)				
	20 Amps	Per 20 Amps		**$234.58**
	40 Amps	Per 40 Amps		**$469.16**
	50 Amps	Per 50 Amps		**$586.45**
	100 Amps	Per 100 Amps		**$972.04**
	200 Amps	Per 200 Amps		**$1,944.09**
	400 Amps	Per 400 Amps		**$3,888.17**
FIBER CABLE PLACEMENT				
	Central Office:			
	Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	**$1,119.18**	**$12.97**
	Entrance Conduit	Per Fiber Cable Sheath		**$19.32**
MISCELLANEOUS & OPTIONAL COST:				
MISCELLANEOUS COSTS				
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**$14.39**	**$0.07**
	Bits Timing	Per two circuits	**$678.60**	**$3.20**
	Space Availability Report	Per Premise	**$110.58**	
	Security Access / ID Cards	Per Card	**$29.97**	
	ID Card	Per Card	**$0.00**	
	Cage Prep Costs			
	Vendor Layout & Coord.	Per CLEC Cage	**$487.46**	
	AC Circuits to Cage	Per CLEC Cage	**$540.66**	
	Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)	**$0.00**	
	Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)	**$0.00**	
	Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)	**$0.00**	
	Cage Door & Lock	Each (CLEC Provides)	**$0.00**	
	Backboard	Each (CLEC Provides)	**$0.00**	
	Signage	Each (CLEC Provides)	**$0.00**	
	Overhead light	Each (CLEC Provides)	**$0.00**	
	AC Electrical Outlet	Each (CLEC Provides)	**$0.00**	
INTERCONNECTION COSTS:				
ILEC TO CLEC CONNECTION				
	Route Design	Per Application	**$1,576.52**	
	Installation	Per Cable (CLEC Installs Cable)	**$0.00**	
	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	**$165.53**	**$2.89**
	Rack - Voice Grade	100 Copper Pairs		**$1.42**
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	**$165.53**	**$2.89**
	Rack - Voice Grade	100 Shielded Pairs		**$1.42**
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**$4,897.75**	**$253.32**
	Rack - DS1 - DCS	28 DS1		**$0.71**
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**$448.67**	**$1.83**
	Rack - DS1 - DSX	28 DS1		**$0.71**
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**$3,254.10**	**$131.87**
	Rack - DS3 - DCS	1 DS3		**$0.47**
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**$158.73**	**$0.65**
	Rack - DS3 - DSX	1 DS3		**$0.47**
			$0.00	
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**$256.35**	**$4.47**
	Fiber Racking per 24 Fiber Cable	Per Placement		**$1.12**

	COST ELEMENT	UNIT	RATE NON-RECURRING	RATE MONTHLY RECURRING
CLEC TO CLEC CONNECTION				
	Route Design	Per Placement	**$1,148.95**	
	Cable Installation	Per Placement (CLEC Installs Cable)		
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)		
	Cable Rack per 50 pr Cable	Per Placement		**$0.25**
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)		
	Cable Rack Per DS-3	Per Placement		**$0.16**
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)		
	Fiber Raceway per 4 Fiber Jumper	Per Placement		**$1.05**
	24 Fiber Cable	Per Placement (CLEC Provides Cable)		
	Fiber Racking per 24 Fiber Cable	Per Placement		**$0.49**
	4 Inch Conduit	Per Placement (CLEC Provides)		
SBC ACTIVITIES:				
ENGINEERING DESIGN				
	CO Survey and Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**$20.91**	
PROJECT MANAGEMENT				
	INITIAL			
	Application Processing	Per CLEC Application	**$1,015.89**	
	Project Coordination	Per CLEC Application	**$3,696.89**	
	AUGMENT			
	Application Processing	Per CLEC Application Augment	**$654.56**	
	Project Coordination	Per CLEC Application Augment	**$1,982.97**	
	TIME SENSITIVE ACTIVITIES			
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**$21.39**	
	Com. Tech. -Craft	**Per 1/4 hour**	**$20.04**	
	C.O. Mgr. -1 Lv	**Per 1/4 hour**	**$20.60**	
	Floor Space planner 1 Lv	**Per 1/4 hour**	**$27.19**	
	Project Mgr. -1 Lv	**Per 1/4 hour**	**$27.19**	
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**$21.39**	

Texas

CAGELESS QUOTE SHEET

	COST ELEMENT	UNIT	RATE NON-RECURRING	RATE MONTHLY RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:				
REAL ESTATE				
	Site Conditioning	Per Sq. Ft. of space used by CLEC	**$95.19**	
	Safety & Security	Per Sq. Ft. of space used by CLEC	**$60.72**	
	Floor Space Usage	Per Sq. Ft. of space used by CLEC		**$7.38**
COMMON SYSTEMS				
	Common Systems - Cageless	Per Sq. Ft. of space used by CLEC	**$156.76**	**$0.64**
POWER PROVISIONING				
	Power Engineering:			
	ILEC-Vendor Engineering	Per Placement	**$565.50**	
	DC Power Engineering	Per Placement	**$976.05**	
	Power Panel:			
	50 Amp	Per Power Panel (CLEC Provides)	**$0.00**	
	200 Amp	Per Power Panel (CLEC Provides)	**$0.00**	
	Power Cable and Infrastructure:			
	Power Cable Rack	Per Four Power Cables or Quad	**$33.86**	**$0.14**
	20 Amp	Per Four Power Cables or Quad	**$0.00**	
	40 Amp	Per Four Power Cables or Quad	**$0.00**	
	50 Amp	Per Four Power Cables or Quad	**$0.00**	
	100 Amp	Per Four Power Cables or Quad	**$0.00**	
	200 Amp	Per Four Power Cables or Quad	**$0.00**	
	Equipment Grounding:			
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	**$29.75**	**$0.12**

	COST ELEMENT	UNIT	RATE NON-RECURRING	RATE MONTHLY RECURRING
POWER CONSUMPTION (Including HVAC)				
	20 Amps	Per 20 Amps		**$234.58**
	40 Amps	Per 40 Amps		**$469.16**
	50 Amps	Per 50 Amps		**$586.45**
	100 Amps	Per 100 Amps		**$972.04**
	200 Amps	Per 200 Amps		**$1,944.09**
	400 Amps	Per 400 Amps		**$3,888.17**
FIBER CABLE PLACEMENT				
	Central Office:			
	Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	**$1,119.18**	**$12.97**
	Entrance Conduit	Per Fiber Cable Sheath		**$19.32**
MISCELLANEOUS & OPTIONAL COST:				
MISCELLANEOUS COSTS				
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	**$14.39**	**$0.07**
	Bits Timing	Per two circuits	**$678.60**	**$3.20**
	Space Availability Report	Per Premise	**$110.58**	
	Security Access / ID Cards	Per Card	**$29.97**	
	ID Card	Per Card	**$0.00**	
	CAGELESS / POT BAY OPTIONS			
	AC Circuits to cageles Bay	Per Arrangement	**$314.34**	
	Equipment Bay	CLEC Provided		
	Non Standard Bay	CLEC Provided		
	VF/DS0 Termination Panel	CLEC Provided		
	VF/DS0 Termination Module	CLEC Provided		
	DDP-1 Panel	CLEC Provided		
	DDP-1 Jack Access Card	CLEC Provided		
	DS3/STS-1 Interconnect Panel	CLEC Provided		
	DS3 Interconnect Module	CLEC Provided		
	Fiber Optic Splitter Panel	CLEC Provided		
	Fiber Termination Dual Module	CLEC Provided		
INTERCONNECTION COSTS:				
ILEC TO CLEC CONNECTION				
	Route Design	Per Application	**$1,576.52**	
	Installation	Per Cable (CLEC Installs Cable)	**$0.00**	
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**$165.53**	**$2.89**
	Rack - Voice Grade	100 Copper Pairs		**$1.42**
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**$165.53**	**$2.89**
	Rack - Voice Grade	100 Shielded Pairs		**$1.42**
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**$4,897.75**	**$253.32**
	Rack - DS1 - DCS	28 DS1		**$0.71**
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**$448.67**	**$1.83**
	Rack - DS1 - DSX	28 DS1		**$0.71**
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**$3,254.10**	**$131.87**
	Rack - DS3 - DCS	1 DS3		**$0.47**
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**$158.73**	**$0.65**
	Rack - DS3 - DSX	1 DS3		**$0.47**
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**$256.35**	**$4.47**
	Fiber Racking per 24 Fiber Cable	Per Placement		**$1.12**

COST ELEMENT	UNIT	RATE NON-RECURRING	RATE MONTHLY RECURRING
CLEC TO CLEC CONNECTION			
Route Design	Per Placement	**$1,148.95**	
Cable Installation	Per Placement (CLEC Installs)		
50 Pr Shielded Cable	Per Placement (CLEC Provides)		
Cable Rack per 50 pr Cable	Per Placement		**$0.25**
DS-3 Coax Cable	Per Placement (CLEC Provides)		
Cable Rack Per DS-3	Per Placement		**$0.16**
4 Fiber Jumper	Per Placement (CLEC Provides)		
Fiber Raceway per 4 Fiber Jumper	Per Placement		**$1.05**
24 Fiber Cable	Per Placement (CLEC Proviides)		
Fiber Racking per 24 Fiber Cable	Per Placement		**$0.49**
4 Inch Conduit	Per Placement (CLEC Provides)		
SBC ACTIVITIES:			
ENGINEERING DESIGN			
CO Survey and Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	**$20.91**	
PROJECT MANAGEMENT			
INITIAL			
Application Processing	Per CLEC Application	**$1,015.89**	
Project Coordination	Per CLEC Application	**$3,696.89**	
AUGMENT			
Application Processing	Per CLEC Application Augment	**$654.56**	
Project Coordination	Per CLEC Application Augment	**$1,982.97**	
TIME SENSITIVE ACTIVITIES			
Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**$21.39**	
Com. Tech. -Craft	**Per 1/4 hour**	**$20.04**	
C.O. Mgr. -1 Lv	**Per 1/4 hour**	**$20.60**	
Floor Space planner 1 Lv	**Per 1/4 hour**	**$27.19**	
Project Mgr. -1 Lv	**Per 1/4 hour**	**$27.19**	
Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**	**$21.39**	

Texas

ADJACENT STRUCTURE COST SUMMARY

NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure

COST ELEMENT	UNIT	RATE NON-RECURRING	RATE MONTHLY RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:			
REAL ESTATE			
Floor Space Usage	Per Sq. Ft. of land used by CLEC		**$0.28**
CONDUIT PLACEMENT			
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	**$301.98**	
Set Up and Wall Coring	Per Placement	**$5,616.55**	
DC POWER PROVISIONING			
Power Engineering:			
DC Power Engineering	Per Placement	**$976.05**	
50 Amp DC Power Extension			
50 Amp Power Panel	Per Power Panel (CLEC Provides)	**$0.00**	
ILEC-Vendor Engineering	Per Four Power Cables (quad)	**$5,598.45**	
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	**$0.00**	
200 Amp DC Power Extension			
200 Amp Power Panel	Per Power Panel (CLEC Provides)	**$0.00**	
ILEC-Vendor Engineering	Per Four Power Cables (quad)	**$5,598.45**	
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)		

	COST ELEMENT	UNIT	RATE NON-RECURRING	RATE MONTHLY RECURRING
DC POWER CONSUMPTION		Per 20 Amps		
	20 Amps			**$158.05**
	40 Amps	Per 40 Amps		**$316.09**
	50 Amps	Per 50 Amps		**$395.12**
	100 Amps	Per 100 Amps		**$790.23**
	200 Amps	Per 200 Amps		**$1,580.47**
AC POWER PROVISIONING				
	100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)		
	AC Power	Per KWH		**$0.06**
SBC ACTIVITIES:				
ENGINEERING DESIGN				
	CO Site Survey		**$3,451.32**	
PROJECT MANAGEMENT				
	INITIAL			
	Application Processing	Per CLEC Application	**$798.35**	
	Project Coordination	Per CLEC Application	**$6,336.53**	
	AUGMENT			
	Application Processing	Per CLEC Application Augment	**$654.56**	
	Project Coordination	Per CLEC Application Augment	**$2,977.02**	
OPTIONAL COST:				
FIBER CABLE PLACEMENT				
	Fiber Cable Engineering	Per Placement	**$1,011.09**	
	Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cable)	**$0.00**	**$4.93**
	Innerduct Placement	Per Linear Foot	**$1.36**	
INTERCONNECTION COSTS:				
INTERCONNECTION EXTENSION				
	VG, DS0 & DS1 Extension (50 Pair Copper Cable)	Per Linear Foot (Clec Provides Cable)		
	VG, DS0 & DS1 Extension (50 Pair Shielded Cable)	Per Linear Foot (Clec Provides Cable)		
	DS3 Extension - 1 DS3 (Coax Cable)	Per Linear Foot (Clec Provides Cable)		
	Optical Extension (4 Fiber Jumper)	Per Linear Foot (Clec Provides Cable)		
INTERCONNECTION COSTS:				
ILEC TO CLEC CONNECTION				
	Route Design	Per Application	**$1,576.52**	
	Installation	Per Cable (CLEC Installs)	**$0.00**	
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	**$165.53**	**$2.89**
	Rack - Voice Grade	100 Copper Pairs		**$1.42**
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	**$165.53**	**$2.89**
	Rack - Voice Grade	100 Shielded Pairs		**$1.42**
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	**$4,897.75**	**$253.32**
	Rack - DS1 - DCS	28 DS1		**$0.71**
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	**$448.67**	**$1.83**
	Rack - DS1 - DSX	28 DS1		**$0.71**
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	**$3,254.10**	**$131.87**
	Rack - DS3 - DCS	1 DS3		**$0.47**
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	**$158.73**	**$0.65**
	Rack - DS3 - DSX	1 DS3		**$0.47**
			$0.00	**$0.00**
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	**$256.35**	**$4.47**
	Fiber Racking per 24 Fiber Cable	Per Placement		**$1.12**

	COST ELEMENT	UNIT		RATE NON-RECURRING	RATE MONTHLY RECURRING
CLEC TO CLEC CONNECTION					
	Route Design	Per Placement		**$1,148.95**	
	Cable Installation	Per Placement (CLEC Installs)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)		**$0.00**	
	Cable Rack per 50 pr Cable	Per Placement			**$0.25**
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)		**$0.00**	**$0.00**
	Cable Rack Per DS-3	Per Placement			**$0.16**
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)		**$0.00**	**$0.00**
	Fiber Raceway per 4 Fiber Jumper	Per Placement			**$1.05**
	24 Fiber Cable	Per Placement (CLEC Provides Cable)		**$0.00**	**$0.00**
	Fiber Racking per 24 Fiber Cable	Per Placement			**$0.49**
	4 Inch Conduit	Per Placement (CLEC Provided)		**$0.00**	
	TIME SENSITIVE ACTIVITIES				
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**		**$21.39**	
	Com. Tech. -Craft	**Per 1/4 hour**		**$20.04**	
	C.O. Mgr. -1 Lv	**Per 1/4 hour**		**$20.60**	
	Floor Space planner 1 Lv	**Per 1/4 hour**		**$27.19**	
	Project Mgr. -1 Lv	**Per 1/4 hour**		**$27.19**	
	Colloc. Ser. Mgr. -2 lv	**Per 1/4 hour**		**$21.39**	

APPENDIX
PERFORMANCE MEASUREMENTS

(SWBT-TX - COMMISSION ORDERED)

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 As used herein, the term "**Service Bureau Provider**" means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SWBT-TX-LEC's OSS application-to-application interfaces.

1.2 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that SWBT-TX is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

1.3 Except as otherwise provided herein, the service performance measures ordered by the state Commission that approved this Agreement under Section 252(e) of the Act, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties. In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures in a proceeding binding on both parties, the parties agree to incorporate commission-ordered liquidated damages/remedies into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the parties). The parties expressly reserve all of their rights to challenge any liquidated damage/remedy award.

1.4 In addition to the exclusions described in the performance measures and remedy plans ordered by the state commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, SWBT-TX shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SWBT-TX-LEC's OSS, including Service Bureau Provider provided processes , services, systems or connectivity.

2. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

2.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS
AND
ALPHEUS COMMUNICATIONS, L.PL

Whereas, Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas")[1] and Alpheus Communications L.P. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on _____, 2006, ("Agreement") and which permits the Parties to mutually amend the Agreement in writing; and

Whereas, the Parties now desire to supercede and replace the existing Appendix DSL of the Agreement in its entirety with the new attached Attachment 25: xDSL, which shall govern the Agreement on a going forward basis.

Now, therefore, the Parties agree as follows:

1. The Parties agree to amend the Agreement by adding the attached Attachment 25: xDSL. The Parties further agree that the attached Attachment DSL shall supercede and replace all rates, terms and conditions of the existing Appendix DSL in its entirety, without the necessity of physically removing the old Appendix DSL from publicly filed Agreements such as those on file with the state public utility regulatory commission or AT&T "CLEC Online" website.

2. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.

3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

4. In entering into this Amendment, 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).

5. This Amendment shall be filed with and is subject to approval by the Texas Public Utility Commission and shall become effective ten (10) days following approval by such Commission.

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

Alpheus Communications L.P.

Signature: Kent Major

Printed: Kent Major

Title: President
(Print or Type)

Date: 8-17-06

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

Signature: Rebecca L Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 08/21/06

FACILITIES-BASED OCN # _____

ACNA _____

AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS
AND
ALPHEUS COMMUNICATIONS, L.P.

This Triennial Review Order and Triennial Review Remand Order Amendment amends the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Amendment") by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas[1] ("AT&T Texas" or "AT&T") and Alpheus Communications, L.P. ("CLEC"). AT&T Texas and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment applies in AT&T Texas' service territory in the State of Texas.

WITNESSETH:

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"], dated August 21, 2006 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order 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, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision in *United States Telecom Ass'n v. F.C.C.*, 359 F3d 554 (D.C. Cir. 2004) ("*USTA II*") and its associated mandate on June 16, 2004; and affirming in part and vacating in part the TRO, and such decision subsequently has become final and non-appealable;

WHEREAS, the Federal Communications Commission (the "FCC") released an Order on Remand, including related unbundling rules on February 4, 2005); in WC Docket No. 04-313 and CC Docket No. 01-338(the "Triennial Review Remand Order" or "TRO Remand"), which became effective as of March 11, 2005;

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the Triennial Review Order ("TRO") and the Triennial Review Remand Order ("TRRO") as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth in the "TRO" and "TRRO" Amendment 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.

[1] *In Docket No. 32138, Southwestern Bell Telephone L. P. requested that its CCN No. 40079 be amended to change its assumed name from SBC Texas to "AT&T Texas." The change in assumed name was approved in Order No. 4, released on January 4, 2006. AT&T Texas will now replace SBC Texas as the assumed name or DBA for Southwestern Bell Telephone L.P.*

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 this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." 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. 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. The Parties acknowledge and agree that 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 the Commission (the "Amendment Effective Date").

7. Reservation of Rights. 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 , which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Notwithstanding any contrary provision in the Agreement, this Amendment, or any AT&T Texas tariff , nothing contained in the Agreement, this Amendment, or any AT&T Texas tariff 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 Public Utility Commission of Texas, 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 Texas 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.

8. Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 21st day of August, 2006, by AT&T Texas, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Alpheus Communications, L.P.

By: Kent Major

Printed: Kent Majors

Title: President
(Print or Type)

Date: 8-17-06

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

By: Rebecca L Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 8/21/06

FACILITIES-BASED OCN # _____

ACNA _____

TRIENNIAL REVIEW ORDER/TRIENNIAL REVIEW REMAND ORDER AMENDMENT

1. GENERAL TERMS

1.1 AT&T Texas' obligations to provide unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Act are amended as set forth below.

2. DEFINITIONS

For purposes of this Amendment and unless otherwise defined herein, the terms listed below and used herein are defined as follows:

2.1 Affiliate. The term "Affiliate" as defined by 47 U.S.C. § 153(1).

2.2 Business Line. A Business Line is an AT&T Texas owned switched access line used to serve a business customer, whether by AT&T Texas or by a competitive LEC that leases the line from AT&T Texas. The number of business lines in a wire center shall equal the sum of all AT&T Texas business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with AT&T Texas end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to (24) twenty-four 64 kbps-equivalents, and therefore to (24) twenty-four business lines.

2.3 * Building - For the purposes of the FCC's caps on DS1 and DS3 loops, the term "Building" or "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.

2.4 Commingling means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to any one or more facilities or services that CLEC has obtained at wholesale from AT&T Texas, or the combining of an unbundled network element, or a combination of unbundled network elements with one or more facilities or services. Commingle means the act of commingling. "Commingled Arrangement" means the arrangement created by Commingling.

2.5 Commission or the Texas PUC means the Public Utilities Commission of Texas.

2.6 Conversion means changing from one serving arrangement to another, such as to change from an AT&T Texas wholesale service or group of AT&T Texas wholesale services to the equivalent UNEs or UNE Combinations or the reverse. Convert means the act of Conversion.

2.7 Intentionally Left Blank

2.8 Feeder Portion of the Loop is the portion of a Loop (fiber or copper) between the Main Distribution Frame (MDF) or its equivalent in an AT&T Central Officer and a remote terminal or feeder distribution interface.

2.9 Fiber-Based Collocator. A Fiber-Based Collocator is any carrier unaffiliated with AT&T Texas that maintains a collocation arrangement in an AT&T Texas wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at its collocation arrangement within the wire center; (2) leaves the AT&T Texas wire center premises; and (3) is owned by a party other than AT&T Texas or any Affiliate of AT&T Texas, except as set forth in this paragraph. Dark fiber obtained from AT&T Texas on an indefeasible right of use basis shall be treated as non-AT&T Texas fiber-optic cable. Two or more Affiliated fiber-based collocators in a single wire center shall collectively be counted as a single Fiber-Based Collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

2.10 Fiber-to-the-Home (FTTH) Loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs) a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

2.11 Fiber-to-the-Curb (FTTC) loops is a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.

2.12 Inside Wire Subloop is all loop plant owned or controlled by AT&T Texas at a multiunit customer premises between the minimum point of entry and the point of demarcation of AT&T Texas' network.

2.13 Hybrid Loop is a local loop composed of both fiber optic cable usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

2.14 Interexchange Service. Interexchange Service is Telecommunications Service between stations in different exchange areas.

2.15 Line Sharing. Line Sharing as used in this Agreement refers to the former process by which CLEC could provide xDSL service over the same copper Loop that AT&T Texas was using to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or " "HFPL"), as more specifically addressed in 47 C.F.R. §51.319(a)(1)(i). The HFPL included the features, functions, and capabilities of the copper Loop that were used to establish a complete transmission path between AT&T Texas' distribution frame (or its equivalent) in its Central office and the demarcation point at the end user customer's premises, and included the high frequency portion of any inside wire owned and controlled by AT&T Texas.

2.16 Line Splitting is the process in which one competitive local carrier provides narrowband voice service over the low frequency portion of a copper Loop and a second competitive carrier provides digital subscriber line service over the high frequency portion of the same loop.

2.17 Local Switching - UNE Local Switching, including tandem switching (ULS) is defined as follows:

(i) all line-side and trunk-side facilities as defined in 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

(ii) 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.

2.18 "Mass Market" is used herein as in the FCC's *Triennial Review Order*, FCC 03-36, released August 21, 2003 ("Triennial Review Order"), shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)

2.19 Mobile Wireless Service. A mobile wireless service is any mobile wireless telecommunications service, including any commercial mobile radio service.

2.20 Intentionally Left Blank

2.21 Shared Transport - is shared by more than one carrier (including AT&T Texas) between end office switches, between end office switches and tandem switches, and between tandem switches, in AT&T Texas' network.

2.22 Subloop for Multi Tenant Building Access - is any portion of a Loop regardless of capacity level or type of loop that is technically feasible to access at a terminal in AT&T Texas' outside plant at or near a multiunit premises. A point of technically feasible access is any point in AT&T Texas' outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multitenant premises. It is not technically feasible to access a portion of a Loop at a terminal in AT&T Texas' outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.

2.23 Copper Subloop UNE - the distribution portion of the copper loop that is technically feasible to access at terminals in AT&T Texas's outside plant (i.e. outside its central) office, including inside wire.

2.24 * Unbundled Network Elements (with or without capital letters) 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.

2.25 Wire Center - A Wire Center is the location of an AT&T Texas local switching facility containing one or more central offices. The wire center boundaries define the area in which all customers served by a given wire center are located.

3. ELIGIBILITY

3.1 Pursuant to Rule 51.309(b), CLEC may not access a UNE for the exclusive provision of Mobile Wireless Service or Interexchange Services.

3.2 Pursuant to Rule 51.309(d), if CLEC accesses and uses an unbundled network element consistent with Section 3.1 of this Amendment, CLEC may provide any telecommunication services over the same unbundled network element.

3.3 Pursuant to Rule 51.309(g), AT&T Texas shall not deny CLEC access to a UNE or a combination of UNEs on the grounds that one or more of the elements:

3.3.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained from AT&T Texas; or

3.3.2 Shares part of AT&T Texas' network with access services or inputs for mobile wireless services or Interexchange services.

3.3.3 In order to access and use UNEs, CLEC must be a Telecommunications carrier (Section 251(c)(3), and must use the UNE(s) for the provision of a Telecommunications Service (Section 251(c)(3)) as permitted by the FCC. Accordingly, CLEC hereby represents and warrants that it is a Telecommunications Carrier and that it will notify AT&T Texas immediately in writing if it ceases to be a Telecommunications Carrier. Failure to so notify AT&T Texas shall constitute material breach of this Agreement.

3.3.3.1 By way of example, use of a UNE (whether on a stand-alone basis, in combination with other UNEs (or otherwise), with a network element possessed by CLEC, or otherwise) to provide service to CLEC or for other administrative purpose(s) does not constitute using a UNE in accordance with the requirements of this Section 3.3.1

3.3.3.2 By way of further example, CLEC may not access UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).

4. ELEMENTS NOT PROVIDED BY AT&T TEXAS.

Nothing in the Agreement requires AT&T Texas to provide to CLEC any of the following items, either alone or in combination (whether new, existing, or pre-existing) with any other element, service or functionality:

(i) entrance facilities for any purpose (Dedicated transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC' networks with AT&T Texas' networks.) In accordance with Paragraph 140 of the TRRO, nothing in this Section nor the FCC's finding of non-impairment with respect to entrance facilities alters CLEC' right to interconnect with AT&T's network pursuant to Section 251(c)(2) of the Act for the exchange of traffic.

(ii) * "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);

(iii) OCn Loops and Dedicated Transport.

(iv) * Intentionally omitted

(v) Fiber-to-the-Home (FTTH) Loops (and Fiber- to-the-curb); except to the extent that AT&T Texas has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case AT&T Texas will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop on an unbundled basis to the extent required by terms and conditions in the Agreement.

(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) the Feeder Portion of the Loop.

5. LOOPS

5.1 Fiber-to-the-Home (FTTH) Loops (and Fiber- to-the-Curb)

5.1.1 New Builds. AT&T Texas is not required to provide nondiscriminatory unbundled access to FTTH Loops and FTTC Loops (or any segment thereof) on an unbundled basis where AT&T Texas has deployed such a Loop to a residential unit that previously has not been served by any loop facility.

5.1.2 Overbuilds. AT&T Texas is not required to provide nondiscriminatory access to a FTTH Loop and FTTC Loop (or any segment thereof) on an unbundled basis when AT&T Texas deployed parallel to, or in replacement of, an existing copper loop facility, except that

(a) AT&T Texas must maintain the existing copper loop connected to the particular customer premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis unless AT&T Texas retires the copper loop pursuant to the terms of Section 7 below.

(b) If AT&T Texas maintains the existing copper loop pursuant to this Section 5.1.2(b), AT&T Texas need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to this section, in which case AT&T Texas shall restore the copper loop to serviceable condition upon request.

(c) If AT&T Texas retires the copper loop pursuant to Section 7 below, it shall provide nondiscriminatory access to 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis.

5.2 Hybrid Loops. AT&T Texas will provide CLEC with access to hybrid loops in accordance with 47 C.F.R Section 51.319(a)(2).

5.2.1 Packet Switching facilities, features, functions and capabilities. AT&T Texas is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to

combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

5.2.2 Broadband Services. When CLEC seeks access to a hybrid loop for the provision of broadband services, AT&T Texas shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist) on an unbundled basis to establish a complete transmission path between the AT&T central office and an end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

5.2.3 Narrowband Services. For narrowband access, AT&T Texas shall provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (*i.e.*, equivalent to DS0 capacity), using time division multiplexing technology; or to a spare home-run copper loop serving that customer on an unbundled basis.

5.3 IDLC Hybrid Loops.

Notwithstanding any other provision of the Agreement or this Amendment, if CLEC requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), AT&T Texas shall, as and to the extent required by 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51, provide CLEC unbundled access to a loop capable of voice-grade service to the customer served by the Hybrid Loop (and shall terminate such facilities if they are un-terminated).

5.3.1 To provide a 2 wire analog or 4 wire analog loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop) AT&T Texas shall provide CLEC with an existing copper loop or a loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply.

5.3.2 If neither a copper loop nor a loop served by IDLC is available, AT&T Texas shall provide unbundled access to Hybrid Loops served by IDLC systems by using any technically feasible method.

6. COPPER LOOPS

6.1 Intentionally Left Blank

6.2 Line Splitting. AT&T Texas shall provide a requesting telecommunications carrier that obtains an unbundled copper loop from AT&T Texas with the ability to engage in Line Splitting arrangements with another carrier using a splitter collocated at the central office where the loop terminates into a distribution frame or its equivalent. AT&T Texas must make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in Line Splitting arrangements.

6.3 Maintenance, Repair and Testing. Pursuant to FCC Rule 51.319(a)(1)(iv),

(A) AT&T Texas shall provide, on a nondiscriminatory basis, physical loop test access points to CLEC at the splitter, through a cross-connection to CLEC' collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access service, for the purpose of testing, maintaining, and repairing copper Loops and Subloops.

(B) If AT&T Texas seeks to utilize an alternative physical access methodology it may request approval to do so from the state commission, but must show that the proposed alternative method is reasonable and nondiscriminatory, and will not disadvantage CLEC' ability to perform loop or service testing, maintenance, or repair.

7. RETIREMENT OF COPPER LOOPS

7.1 Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC Loop, AT&T Texas must comply with:

(A) The network disclosure requirements set forth in Section 251 (c) (5) of the Act and in 47 C.F.R. 51.325 through 51.335 and

(B) Any applicable state requirements.

8. FEEDER

AT&T Texas is not required to provide unbundled access its Feeder Portion of the Loop; provided, however, AT&T Texas will provide access to its fiber feeder plant only to the extent its fiber feeder plant is necessary in order to provide a complete transmission path between the central office and the customer premises when AT&T Texas provides unbundled access to the TDM-based capabilities of its Hybrid Loops.

9. SUBLOOPS FOR ACCESS TO MULTIUNIT PREMISES WIRING AND COPPER SUBLOOPS

9.1 Subloops for Access to multiunit premises wiring. Upon request by CLEC, AT&T Texas shall provide to CLEC the following Subloops for access to Multiunit Premises wiring (hereinafter referred to as "MTE UNE Subloops") pursuant to the terms herein:

9.1.1 2-Wire Analog UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

9.1.2 4-Wire Analog UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

9.1.3 DS1 UNE Subloop

9.1.4 DS3 UNE Subloop.

9.1.5 Dark Fiber UNE Subloop for MTE.

9.2 Establishment of Intermediary Box for CLEC Access to Term to NID MTE UNE Copper or Fiber Subloop Segment

9.2.1 As an alternative to the establishment of a UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease AT&T Texas Term to NID UNE Subloop segments in order to serve its End Users at MTEs in AT&T Texas ("Term to NID MTE UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE UNE Subloop Segment cross-connect leased from AT&T Texas within the intermediary box (in order to obtain access to AT&T Texas Term to NID MTE UNE Subloop Segments). In the event CLEC wishes to access AT&T Texas Term to NID MTE UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

9.2.1.1 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. For fiber, the intermediate box will be a fiber distribution panel (FDP), if mounted on a relay rack, or a wall interface cabinet (WIC) if mounted on the wall. The intermediary box shall be placed no more than two feet from the AT&T terminal. In the event it is physically impractical for CLEC to place a connecting facility (e.g., in the case of copper connecting blocks at which AT&T can terminate copper wire cross connects, or in the case of fiber, a fiber optic terminating panel or similar device at which AT&T can connect a fiber cross-connect) within twenty-four (24) inches, CLEC shall place the appropriate cross connect device at a location specified by AT&T, and AT&T shall provide the appropriate cross connect facilities required to connect its facilities to the CLEC provided cross connect device.

9.2.1.2 The intermediary box shall contain blocks for copper or FC connectors for fiber that meet AT&T Texas' published industry standards for the placement of services and facilities and

should be labeled with CLEC' ACNA to enable the AT&T Texas technician the ability to run jumper/cross connect from AT&T Texas terminal to the intermediary box.

9.2.1.3 CLEC agrees that the AT&T Texas technician shall run the jumper/cross-connect from AT&T Texas' serving terminal to CLEC' intermediary box, in order for CLEC to access AT&T Texas Term to NID MTE UNE Subloop Segments in AT&T Texas.

9.2.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE UNE Subloop Segments from AT&T Texas.

9.2.1.5 Following CLEC' provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to AT&T Texas associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE UNE Subloop Segment including, without limitation: transferring the End User's service from AT&T Texas to CLEC, providing AT&T Texas with CFA prior to ordering and the assigning of a specific Term to NID MTE UNE Subloop Segment(s).

9.2.1.6 The ordering procedures for the Term to NID MTE UNE Subloop Segment will be the same as those that apply to UNE Subloop today and shall be submitted to AT&T Texas by CLEC via a Local Service Request ("LSR").

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

9.2.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE UNE Subloop Segments in AT&T Texas only, CLEC may elect to lease from AT&T Texas Term to NID MTE UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE UNE Subloop Segment from AT&T Texas in lieu of AT&T Texas' standard Term to NID UNE Subloop segment addressed in this 9.2.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE UNE Subloop Segment.

9.3 Establishment of Term to NID MTE UNE Subloop Segment When no Intermediary Box is installed

9.3.1 In those instances where CLEC elects not to install an intermediary box or to have AT&T Texas install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from AT&T Texas Term to NID MTE UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE UNE Subloop Segment from AT&T Texas in lieu of AT&T Texas' standard Term to NID UNE Subloop segment addressed in Section 9.2.2.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE UNE Subloop Segment. In such cases, AT&T Texas will provide CLEC with access to the Term To NID MTE UNE Subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to two feet of exposed copper wire or a fiber jumper at AT&T Texas' terminal. The cross connect or jumper would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC' own choosing.

9.3.2 If CLEC elects this option to obtain access to the Term To NID UNE Subloop in an MTE Environment, neither the AT&T Texas SAA process nor the intermediary box option would be required. Because CLEC would have full responsibility for terminating the AT&T Texas cross-connect, AT&T Texas could not require any CFA information from CLEC.

9.4 Single Point of Interconnection

"SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, AT&T Texas will construct a SPOI only to those multiunit premises where AT&T Texas has distribution facilities to the premises and AT&T Texas either owns, controls, or leases the inside wire, if any, at such premises. If AT&T Texas has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. AT&T Texas' obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a UNE Subloop via a SPOI.

9.5 Copper Subloops. AT&T Texas will provide copper UNE Subloops as set forth herein.

9.5.1 AT&T Texas shall provide CLEC with nondiscriminatory access to a copper subloop on an unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in AT&T Texas' outside plant, including inside wire owned or controlled by the incumbent LEC, and the end-user customer premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares. A point of technically feasible access is any point in the AT&T Texas outside plant where a technician can access the copper wire within a cable without removing a splice case.

10. COMMINGLING, CONVERSIONS AND COMBINATIONS

10.1 Subject to the terms and conditions of the Agreement and this Amendment, CLEC may connect, combine, or other attach UNEs and combinations of UNEs to wholesale service obtained from AT&T Texas, and AT&T Texas shall not deny access to Section 251(c)(3) UNEs and combinations of Section 251(c)(3) UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services obtained from AT&T Texas.

10.2 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Amendment (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T will develop and implement processes, subject to any associated rates, terms and conditions. AT&T shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, AT&T shall promptly determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable.

10.3 Except as prohibited or restricted in this Amendment and, further subject to the other provisions of the Agreement, AT&T shall permit CLEC to Commingle a Section 251(c)(3) UNE or a combination of Section 251(c)(3) UNEs with facilities or services obtained at wholesale from AT&T, to the extent required by FCC rules and orders.

10.4 Upon request, and subject to other applicable provisions of this Amendment, AT&T shall perform the functions necessary to Commingle a Section 251(c)(3) UNE or a combination of Section 251(c)(3) UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T (as well as requests where CLEC also wants AT&T to complete the actual Commingling), except that AT&T 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) AT&T's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T's network.

10.5 * Included in Attachment A is a list of the Commingled Product Set AT&T shall offer as of the effective date of this Amendment. AT&T shall develop a list of additional Commingled Arrangements that will be available for ordering as of the earlier of the date on which the list is added to the CLEC Handbook or posted on "CLEC On-line" ("Commingled Product Set"). AT&T may add to the list at any time. The Commingled Product Set shall be available to CLEC upon request as of the effective date of this Amendment. All other requests for AT&T Texas to perform the functions necessary to Commingle (as well as requests where CLEC also wants AT&T Texas to complete the actual Commingling), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Attachment.

10.6 Any CLEC request for a Commingled Arrangement not found on the then-existing Commingling Product Set list of orderable Commingled Arrangements, must be submitted via the bona fide request (BFR) process. In any such BFR, CLEC must designate among other things the UNE(s), combination of UNEs, and the facilities or services that CLEC has obtained at wholesale from AT&T or another ILEC 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. AT&T Texas shall implement CLEC' request for Commingling or Commingled Arrangement in a manner that minimizes disruption to CLEC' customer's service.

10.7 For any Commingled Arrangement included in the above-referenced Commingled Product Set, AT&T Texas shall charge CLEC the non-recurring and recurring rates applicable to the Section 251(c)(3) UNE(s), facilities or services that CLEC has obtained at wholesale from AT&T Texas.

10.8 AT&T Texas shall not be required to, and shall not, provide "ratcheting" as a result of Commingling or a Commingled Arrangement., as that term is used in the FCC's Triennial Review Order. As a general matter, "ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. Commingling will not affect the rates, terms or conditions under which special access services are ordered and billed. AT&T 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 basis and such facilities and services on a facility-by-facility, service-by-service basis.

10.9 Nothing in this Amendment shall impose any obligation on AT&T Texas to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit CLEC to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC, or by the Texas Commission or court decision. AT&T Texas' combining obligation is limited solely to the combining of 251(c)(3) UNEs. AT&T Texas is also obligated to commingle 251(c)(3) (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.

10.10 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular UNE involved or to be involved in a Commingled Arrangement, CLEC shall not request such Commingled Arrangement or continue using such Commingled Arrangement.

10.11 Where a Commingled Arrangement to be provided to CLEC involves a Section 251(c)(3) UNE combination as well as Commingling, the eligibility criteria applicable, if any exist, to both Commingling and combinations must be fulfilled.

10.11.1 AT&T Texas shall cooperate fully with CLEC to ensure that operational policies and procedures implemented to effect Commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede CLEC' ability to implement new Commingled arrangements. AT&T Texas acknowledges and agrees that the language of this Amendment complies with and satisfies the requirements of AT&T Texas wholesale and access tariffs with respect to Commingling. AT&T Texas acknowledges and agrees that with respect to Commingling and to the extent any AT&T Texas tariff wholesale or access tariff provisions are determined to be in conflict with the provisions on this Amendment, the provisions of the Amendment shall prevail.

10.12 New Combinations Involving UNEs

10.12.1 Subject to the provisions hereof and upon request, AT&T 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.

10.12.1.1 Any combining obligation is limited solely to combining of UNEs; accordingly, no other facilities, services or functionalities are subject to combining, including but not limited to facilities, services or functionalities that AT&T Texas might offer pursuant to Section 271 of the Act.

10.12.2 In the event that AT&T Texas denies a request to perform the functions necessary to combine UNEs, AT&T 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, AT&T 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.

11. SERVICE ELIGIBILITY CRITERIA FOR CERTAIN COMBINATIONS AND COMMINGLED FACILITIES AND SERVICES

11.1 Notwithstanding anything in the Amended Agreement to the contrary, AT&T Texas agrees to make available to CLEC Enhanced Extended Links (EELs) on the terms and conditions set forth below. AT&T Texas shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in the TRO and in the Amended Agreement. Except as provided below in this Section 11 and subject to this Section 11, AT&T Texas shall provide access to UNEs and combinations of UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs, to the extent the Agreement contains terms and conditions related to such conversions.

11.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport together with any facilities, equipment, or functions necessary to combine those UNEs. 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 11.2.1 through 11.2.3. AT&T Texas shall make low capacity EELs available to CLEC without restriction, except as otherwise provided in the Agreement or this Amendment. A high capacity EEL is an EEL that consists of a UNE DS1 or a UNE DS3 loop cross connected to a UNE DS1 or UNE DS3 Dedicated Transport.

11.2 The following criteria must be satisfied for each high-capacity EEL included arrangement described above in Section 11.1.

11.2.1 CLEC (directly and not via an affiliate) has received state certification (or equivalent regulatory approval, as applicable) from the Commission to provide local voice service in the area being served.

11.2.2 The following criteria must be satisfied for each high-capacity included arrangement described in Sections 11.1.

11.2.3 * Each circuit to be provided to each end user customer will be assigned a local number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T Texas local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit.

(A) Each DS1 equivalent circuit of a DS3 EEL or on any other Included Arrangement must have its own Local Number assignment, so that each DS3 must have at least 28 Local voice

Numbers assigned to it; and at a minimum, each DS3 EEL shall have the same number of telephone numbers assigned as there are DS1's riding the circuit and each DS1 will have a separate telephone number assigned.

(B) Each circuit to be provided to each end user customer will have 911 or E911 capability prior to the provision of service over that circuit;

(C) Each circuit(s) to be provided to each end user customer will terminate in a collocation arrangement meeting the requirements of Section 11.2.4, below; and

(D) Each circuit to be provided to each end user customer will be served by an interconnection trunk that meets the requirements of Section 11.2.5 of this Amendment; and

(E) For each 24 DS1 EEL or other EEL facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 11.2.5 of this Amendment. CLEC is not required to associate the individual EEL collocation termination point with a local interconnection trunk in the same wire center.

(F) Switching: Each circuit to be provided to each end user customer will be served by a switch that is capable of switching local voice traffic.

11.2.4 A collocation arrangement meets the requirements of Section 11.2.3 of this Amendment if it is:

(A) Established pursuant to Section 251(c)(6) of the Act and located at AT&T's premises within the same LATA as the customer's premises, when AT&T is not the collocator; or

(B) Located at a third party's premises within the same LATA as the CLEC' premises, when AT&T is the collocator.

(C) *Notwithstanding any other provision of this Agreement, CLEC may order UNEs to terminate at the collocation arrangement of another CLEC, whether those facilities are UNEs or otherwise, provided that CLEC has a Letter of Authorization (LOA) from the other CLEC and the necessary information to complete a Local Service Request (LSR), e.g., CFA information.

11.2.5 An interconnection trunk meets the requirements of Sections 11.2.3(D) and 11.2.3(E) of this Amendment if CLEC will transmit the calling party's number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the EEL.

11.2.6 For a new circuit to which Section 11.2 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 Number is assigned and 911/E911 capability is provided, as required by Section 11.2.3(A) and Section 11.2.3(B), respectively. In such case, CLEC shall satisfy Section 11.2.3(A) and/or Section 11.2.3(B) if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within thirty (30) days after AT&T provisions such new circuit. CLEC must provide AT&T with sufficient proof that such assignment and/or implementation has occurred by the end of such thirtieth (30th) day.

11.2.6.1 Section 11.2.6 does not apply to existing circuits to which Section 11.2.1.1 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 11.2.3(A) and (B) requirements for existing circuits at the time it initiates the ordering process).

11.2.7 Before accessing (1) a converted high-cap EEL, if the Agreement contains terms and conditions related to such conversions, (2) a new high-cap EEL Included Arrangement, or (3) part of a high-cap EEL that is a commingled EEL as a UNE, CLEC must certify to all of the requirements set out in Section 11.2 for each circuit. AT&T Texas makes forms available for the certifications required by this Section 11. CLEC may provide this certification by following the process outlined for this purpose on CLEC Online. Accordingly the Parties agree that by CLEC submitting an order to AT&T Texas, for new or converted high-capacity EELs, CLEC is certifying that it is meeting the requirements of Section 11 as to such EEL(s) on a circuit-by-circuit/service-by-service/included arrangement-by-included arrangement basis. Such certification-by-order shall have the same

weight and effect as a separate certification and certification-by-order shall not diminish CLEC' obligation to comply with the criteria or certification requirements set forth in this Section 11. Provided that AT&T Texas has received such self certification from CLEC, AT&T Texas shall not deny CLEC access to high-capacity EELs.

11.2.8 *In addition to any other audit rights provided for in this Agreement and those allowed by law, AT&T Texas may obtain and pay for an independent auditor to audit, on an annual basis, applied on a state-by-state basis CLEC' compliance in Texas with the conditions set out in Section 11.2 For purposes of calculating and applying an "annual basis", it means a consecutive 12-month period, beginning upon AT&T Texas' written notice that an audit will be performed for Texas, subject to Section 11.2.8.4 of this Section.

11.2.8.1 To invoke its limited right to audit, AT&T Texas will send a notice of audit to CLEC, identifying examples of particular circuits for which AT&T alleges non-compliance and the reason for the audit. The notice of audit shall also include supporting documentation upon which AT&T Texas establishes the cause that forms the basis of its belief that CLEC is non-compliant. Such notice of audit will be delivered to CLEC with supporting documentation no less than thirty (30) calendar days prior to the date upon which AT&T Texas seeks to commence an audit.

11.2.8.2 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' compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with Section 11.2

11.2.8.3 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.

11.2.8.4 * Should the independent auditor's report conclude that CLEC failed to comply in all material respects with Section 11.2, CLEC must true-up any difference in payments paid to AT&T Texas and the rates and charges CLEC would have owed AT&T Texas beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 11.2) of this Amendment is effective. If CLEC provides AT&T Texas with written notice no later than ten (10) days after the release of the auditor's report of specific circuits that it can bring into compliance without the disconnection or conversion of circuits ("Specific Circuits"), CLEC will be given a reasonable time to cure as to those specific circuits, but not more than (45) forty-five days after the release of the auditor's report; provided, however, such right to cure under this Section shall not relieve CLEC of its other obligations under this Section, including without limitation to pay for the audit under Section 11.2.8.5 or any true-up amounts under this Section up to the date that AT&T Texas receives a written certification from CLEC that such a noticed circuit has been brought into compliance; and, further provided, if such written certification of compliance is not received by AT&T Texas by such 45th day, CLEC shall submit the orders to convert or disconnect (per the following sentence) by such 45th day, or AT&T Texas may initiate and effect such a conversion or disconnection on its own without any further consent by or notice to CLEC. CLEC shall submit orders to AT&T Texas to either convert all noncompliant circuits to an equivalent or substantially similar wholesale service, or group of wholesale services, or disconnect non-compliant circuits. CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T Texas. Conversion and disconnect orders shall be submitted within thirty (30) days of the date on which CLEC receives a copy of the auditor's report, except for the

Specific Circuits for which CLEC has provided the written notice as described and required above. With respect to any noncompliant circuit for which CLEC fails (i) to submit a conversion or disconnect order within such thirty (30) day time period, or (ii) to dispute the auditor's finding within such thirty (30) day time period or at such a time period agreed to by the parties, or (iii) to provide AT&T Texas with the written notice as described and required above to make such noncompliant circuit a Specific Circuit, AT&T Texas may initiate and effect such a conversion on its own without any further consent by CLEC. Conversion shall not create any unavoidable disruption to CLEC' customer's service or degradation in service quality. Under no circumstances shall conversion result in AT&T Texas billing overtime charges to CLEC for any work performed by AT&T Texas unless CLEC agrees to such charges in advance. In no event shall rates set under Section 252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the conditions set forth in this Section 11.2 for that UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., AT&T Texas shall not have to wait the remaining part of the consecutive 12-month period before it is permitted to audit again in that State.

11.2.8.5 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with Section 11.2, CLEC shall reimburse AT&T Texas for the actual cost of the independent auditor's work performed in auditing CLEC' compliance with the Service Eligibility Requirements and for AT&T Texas' necessary and reasonable internal costs incurred conducting the audit in the same manner and using the same methodology and rates that AT&T Texas is required to pay CLEC' costs under Section 11.2.8.6.

11.2.8.6 To the extent the independent auditor's report concludes that CLEC complied in all material respects with Section 11.2, AT&T Texas shall reimburse CLEC for reasonable staff time and other reasonable costs associated with responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc

11.2.8.7 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 related to a circuit for as long as such circuit is in place plus a period of two years.

11.2.9 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 11.2 in all cases and, further, the failure of AT&T Texas to require such compliance, including if AT&T Texas provides a circuit(s), an EEL(s) or a Commingled circuit that does not meet any eligibility criteria including those in this Section 11.2, 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.

11.3 Provisioning for EELs

11.3.1 With respect to an EEL, CLEC will be responsible for all Channel Facility Assignment (CFA). The CFA are the assignments CLEC provides to AT&T Texas from a collocation arrangement.

11.3.1.1 AT&T Texas will perform all maintenance functions on EELs during a mutually agreeable timeframe to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

11.3.1.2 EELs may utilize multiplexing capabilities.

12. CONVERSION OF WHOLESALE SERVICES TO UNES

12.1 Upon request, AT&T Texas shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Amended Agreement, provided CLEC meets the applicable eligibility provisions of this Amendment.

12.2 AT&T Texas shall perform any conversion from a wholesale service or group of wholesale services to an UNE or combination of UNEs without adversely affecting the service quality perceived by CLEC' end user customer.

12.3 * Except as agreed to by the Parties, AT&T Texas shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs. Nothing in this Section 12.3 prohibits AT&T Texas from imposing early termination charges otherwise applicable under the state or federal special access tariff to CLEC' termination of existing long-term contract(s) under which CLEC is obtaining a discount. AT&T Texas may charge applicable record change charges.

12.3.1 Where processes for the conversion requested pursuant to this Appendix are not already in place, AT&T Texas will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

12.4 This Section 12.3 only applies to situations where the wholesale service, or group of wholesale services, is comprised solely of UNEs offered or otherwise provided for in this Appendix.

12.5 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, CLEC shall not request such conversion or continue using such the UNE or UNEs that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a UNE or combination of UNEs, or Commingled Arrangement (as defined herein), AT&T Texas may convert the UNE or UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, thirty (30) days after written notice to CLEC with an explanation of what criteria CLEC failed to meet on such circuits.

12.5.1 This Section 12.5 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an AT&T Texas service.

12.5.2 AT&T Texas may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.

12.6 In requesting a conversion of a AT&T Texas service, CLEC must follow the guidelines and ordering requirements provided by AT&T Texas that are applicable to converting the particular AT&T Texas service sought to be converted.

12.7 Nothing contained in this Amendment or Agreement provides CLEC with an opportunity to supersede or dissolve existing contractual arrangements, or otherwise affects AT&T Texas' ability to enforce any tariff, contractual, or other provision(s), including those providing for early termination liability or similar charges.

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12.10 Effective Date of Conversion Requests and Timing of Billing Changes.

12.10.1 In requesting a conversion of a AT&T Texas service, CLEC must submit its orders in accordance with the agreed guidelines and ordering requirements provided by AT&T Texas that are applicable to converting the particular AT&T Texas service sought to be converted. AT&T Texas shall begin billing CLEC at the price applicable to the converted service arrangement (e.g. Section 251(c)(3) UNE 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' submission

of a complete and accurate LSR or ASR requesting the conversion. CLEC is responsible for payment.

13. ROUTINE NETWORK MODIFICATIONS

13.1 AT&T Texas shall make all routine network modifications to unbundled loop and transport facilities used by CLEC where the requested loop or transport facility has already been constructed. AT&T shall perform routine network modifications to unbundled loop and transport facilities in a nondiscriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of CLEC.

13.1.1 A routine network modification is an activity that AT&T Texas regularly undertakes for its own customers. Routine network modifications include, but are not limited to: rearranging or splicing of existing in-place cable; adding an equipment case, a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T Texas ordinarily attaches to a DS1 loop or dedicated transport to activate such loop or transport for customers under the same conditions and in the same manner that AT&T Texas does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop or transport facility, or the installation of new aerial or buried cable for CLEC, 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 or rights-of-way, constructing and/or placing new manholes or conduits, installing new terminals, removing or reconfiguring packetized transmission facility, or the provision of electronics for the purpose of lighting Dark Fiber Transport (i.e., optronics) and AT&T Texas is not obligated to perform those activities for CLEC.

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

13.1.3 As to loops: This Amendment does not require AT&T Texas to deploy time division multiplexing-based features, functions and capabilities with any copper or fiber packetized transmission facility to the extent AT&T Texas has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based features, functions and capabilities; to deploy TDM voice grade transmission capacity into new or existing networks that never had TDM capability; nor does this Amendment prohibit AT&T Texas from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided AT&T Texas first complies with the FCC's network disclosure rules.

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

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

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15. TRO REMAND DECLASSIFIED ELEMENTS (HIGH-CAPACITY LOOP AND TRANSPORT)

15.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new high-capacity loop and dedicated transport elements unbundled under Section 251, 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).

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

15.3 Accordingly, pursuant to Rules 51.319(a) and (e), although AT&T Texas shall continue to provide CLEC' embedded base of the Affected Loop-Transport Element(s) (i.e., only Affected Loop-Transport Elements ordered by CLEC before March 11, 2005), if and as provided by the Agreement, 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%*. CLEC shall be fully liable to AT&T Texas to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

15.4 *AT&T Texas' transitional provision of embedded base Affected Loop-Transport Element(s) under this Section shall be on an "as is" basis. CLEC shall have until March 11, 2006, to complete the transition of its embedded base of the DS1 and DS3 Loop-Transport Elements. CLEC may transition from these DS1 and DS3 Affected Loop-Transport Elements to other wholesale facilities, including (i) special access, (ii) wholesale facilities obtained from other carriers or (iii) self-provisioned facilities. For Dark Fiber Affected Loop-Transport Element, CLEC will remove all CLEC services from such Dark Fiber Affected Loop-Transport Element and return the facilities to AT&T Texas by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Loop-Transport Element (September 11, 2006). Nothing in this Section prohibits the Parties from agreeing upon another service arrangement within the requisite transition timeframe.

15.4.1 If CLEC has not submitted an LSR or ASR, as applicable, to AT&T requesting conversion of the DS1 and DS3 Affected Loop-Transport Elements to another wholesale service, then on March 11, 2006, AT&T, at its option, shall (a) disconnect such loop(s)/transport, (b) re-price such loops/transport to an analogous access price, or (c) shall convert such loop(s)/transport to an analogous access service, if available. Nothing in this Section prohibits the parties from agreeing upon another service arrangement within the requisite transition timeframe (e.g., via a separate agreement at market-based rates or resale). Conversion of loops/transport shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC' customer's service, and all applicable charges shall apply. As of the date of conversion of such DS1 and/or DS3 Affected Loop-Transport Elements, any services or products provided by AT&T in conjunction with such Loops/Transport (e.g. Cross-Connects) shall be billed at applicable wholesale rates (i.e. if conversion is to an access product, they will be charged at applicable access rates). Cross-connects obtained under AT&T's physical collocation tariff shall not be re-priced to access rates. AT&T Texas shall not impose any untariffed termination, reconnect or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any Effected Loop-Transport Element.

15.4.2 The Parties agree to work together to develop a mutually agreeable conversion process that includes agreement on the conversion request formats and associated systems, as well as an agreement on what additional information is needed from AT&T Texas to enable CLEC to identify the loop and transport Network Elements that need to be converted. In order to facilitate the timely transition of Affected Loop-Transport Element, upon CLEC request, the parties shall meet and confer, no later than three (3) weeks from the effective date of this Amendment, regarding the development of a project approach to disconnection and/or conversion, as applicable.

15.4.3 Paragraph 15.1 through 15.4.2 above apply and are operative regardless of whether CLEC is requesting the Affected Loop-Transport Elements under this Amended Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in this Amended Agreement or not.

16. LOOPS

16.1 Dark Fiber Loops. Except as required under Section 15 of this Amendment AT&T Texas is not required to provide unbundled access to Dark Fiber Loops.

16.2 * DS1 Loops and Declassification.

Subject to the cap described in Section 16.2.1, AT&T Texas shall provide CLEC with access to a DS1 251(c)(3) UNE Digital Loop, where available, to any Building served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that wire center, or any Buildings served by that wire center, and DS1 Digital Loops in that wire center, or any Buildings served by that wire center, shall be Declassified and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 251(c)(3) UNE Digital Loops in such wire center(s), or any Buildings served by such wire center(s).

16.2.1 Cap on unbundled DS1 loop circuits. CLEC may obtain a maximum of ten unbundled DS1 loops to any single Building in which DS1 loops are available as unbundled loops.

16.3 * DS3 Loops and Declassification

Subject to the cap described in Section 16.3.1, AT&T Texas shall provide CLEC with access to a DS3 251(c)(3) UNE Digital Loop, where available, to any Building *not* served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Digital Loop unbundling will be required in that wire center, or any Buildings served by that wire center, and DS3 Digital Loops in that wire center, or any Buildings served by that wire center, shall be Declassified, and no longer available as 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 251(c)(3) UNE Digital loops in such wire center(s), or any Building served by such wire center(s).

16.3.1 Cap on unbundled DS3 loop circuit. CLEC may obtain a maximum of a single unbundled DS3 loop to any single Building in which DS3 loops are available as unbundled loops.

16.4 Nothing in the loop definitions provided above is intended to limit CLEC from using UNE DSL loops to transmit signals in the ranges as specified in the Agreement, AT&T Texas agrees to provide CLEC with access to UNEs for providing advanced services in accordance with the terms of Appendix DSL and the general terms and conditions applicable to UNEs.

16.5 * 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 AT&T Texas will provide written notice to CLEC of such declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of the later of March 11, 2006 or sixty (60) days from the date of such notice, AT&T Texas agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as declassified. Unless CLEC has submitted an LSR and/or ASR, as applicable, to AT&T Texas

requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, AT&T Texas shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as AT&T Texas and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if CLEC and AT&T Texas have failed to reach agreement as to a substitute service within the later of March 11, 2006 or such sixty (60) day period, then AT&T Texas may disconnect the subject UNE(s) or combination of UNEs.

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

16.5.2 * The Parties agree to defer the issues relating to Wire Center designations and Declassification for DS1/DS3 UNE Loop to the separate proceeding in Docket 31303.

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 the embedded customer base, satisfies the availability criteria set forth in Section 16.2.1 and 16.3.1 above prior to submitting its order to AT&T. AT&T has posted and will post a list to its CLEC-Online website, identifying the wire centers where DS1 and DS3 UNE Loops are declassified. For situations where AT&T's posted list does not identify a wire center(s) relevant to CLEC' order for DS1 or DS3 UNE Loop(s), CLEC shall self-certify that based on that reasonable inquiry it is CLEC' reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Section 16.2.1 and 16.3.1 as to the particular UNE(s) sought. AT&T shall provision the requested DS1 or DS3 loop in accordance with CLEC' order and within AT&T's standard ordering interval applicable to such loops. AT&T shall have the right to contest such orders, and CLEC' 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 thirty (30) days of AT&T'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 thirty (30) days of such determination. If CLEC does not transition the Loop within the thirty (30) day period, then AT&T Texas, may disconnect the loop or convert it to an analogous service.

16.5.2.1 The Parties agree to defer the issues of CLEC' self-certification for DS1/DS3 High-Capacity Loops to the separate proceeding in Docket 31303.

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 the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), then CLEC shall not request DS1/DS3 High-Capacity Loop arrangements declassified by the non-impairment status of the wire center in such wire center.

16.5.3 * Products provided by AT&T Texas in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section where such Loops are declassified, where such loops are declassified, except in those situations where a cross-connect is used to connect a 251(c)(3) unbundled network element to a wholesale service provided by AT&T Texas, in which case such cross-connects will be priced at TELRIC.

16.6 The Parties agree that activity by AT&T Texas under this Section 16 shall not be subject to the Network Disclosure Rules

17. DEDICATED TRANSPORT

17.1 * Dedicated Transport includes AT&T Texas transmission facilities between wire centers or switches owned by AT&T Texas, or between wire centers or switches owned by AT&T Texas and switches owned by requesting telecommunications carriers, including, but not limited to DS1, DS3, as well as Dark Fiber, transmission facilities dedicated to a particular customer or carrier.

17.1.1 For purposes of FCC Rule 51.319(e)(1) through (e)(5), a route is a transmission path between one of AT&T Texas' wire centers or switches and another of AT&T Texas' wire centers or switches within a LATA. A route between two points (e.g., AT&T Texas wire center or AT&T Texas switch "A" and AT&T Texas wire center or AT&T Texas switch "Z") may pass through one or more intermediate AT&T Texas wire centers or switches (e.g., AT&T Texas Wire Center or switch "X"). Transmission paths between identical end points (e.g., AT&T Texas wire center or switch "A" and AT&T Texas wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate AT&T Texas wire centers or switches, if any.

17.2 Transport Between AT&T Texas Switches and AT&T Texas Switching Equipment Located in Non-AT&T Texas Premises. To the extent that AT&T Texas has local switching equipment located in non-AT&T Texas premises, the transmission path from this point back to AT&T Texas' wire center shall be unbundled as dedicated transport between AT&T Texas' switches. For purposes of this Section 17.2.1, "switching equipment located in non-AT&T Texas premises" means AT&T Texas switching equipment with line-side functionality that terminates loops and includes only AT&T Texas switching equipment at the premises of a competitive LEC or any other entity not affiliated with AT&T Texas, regardless of whether AT&T Texas has a cage located at such premises. Such premises include, but are not limited to, collocation hotels. Notwithstanding anything herein to the contrary, nothing herein shall be construed so as to require AT&T Texas to install or maintain any switching equipment located in non-AT&T Texas premises or the facilities connecting such equipment back to AT&T Texas' wire center.

17.3 251(c)(3) UNE Dedicated Dark Fiber Transport

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

17.3.1.1 * AT&T Texas shall provide CLEC with 251(c)(3) UNE Dedicated Transport Dark Fiber between any pair of AT&T Texas wire centers except on routes where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers, and as set forth in Section 19.1 below As such, AT&T Texas must provide 251(c)(3) UNE Dedicated Transport Dark Fiber 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 251(c)(3) UNE Dedicated Transport Dark Fiber on such route(s).

17.3.2 * Effect on Embedded Base

Upon declassification of 251(c)(3) UNE Dedicated Transport Dark Fiber already purchased by CLEC as a 251(c)(3) UNE under this Agreement, AT&T Texas will provide written notice to CLEC

of such declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided.

17.3.2.1 Declassification Under Docket No. 31303

For that UNE Dedicated Dark Fiber Transport declassified due to Docket No. 31303, AT&T Texas agrees to continue providing such element(s) under the terms of this Agreement until September 11, 2006 (the initial transition period). On September 11, 2006, the provisioning of these affected dedicated transport dark fiber arrangements to CLEC will be terminated without further obligation of AT&T Texas. Upon receipt of written declassification notice, CLEC will cease ordering new elements that are identified as declassified.

17.3.2.2 Subsequent Declassification

For any UNE Dedicated Dark Fiber Transport declassified after the effective date of this amendment, AT&T Texas agrees to continue providing such element(s) under the terms of this Agreement until eight (8) months from the date of written declassification notice. At the end of those eight months, the provisioning of these affected dedicated transport dark fiber arrangements to CLEC will be terminated without further obligation of AT&T Texas. Upon receipt of written declassification notice, CLEC will cease ordering new elements that are identified as declassified.

17.3.3 Products provided by AT&T 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.

17.3.4 The Parties agree that activity by AT&T Texas under this Section 17.3. shall not be subject to the Network Disclosure Rules.

17.3.5 *The Parties agree to defer the issues relating to Wire Center designations and Declassification for Dark Fiber UNE Dedicated Transport to the separate proceeding in Docket 31303.

CLEC shall undertake a reasonably diligent inquiry to determine whether an order for 251(c)(3) Dark Fiber Transport circuit satisfies the availability criteria set forth in Section 17.3 above prior to submitting its order to AT&T Texas. CLEC shall self-certify by notifying AT&T Texas in accordance with Section 17.3.5.1 and identifying the wire center(s) for which it is self-certifying, that based on that reasonable inquiry it is CLEC' reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Section 17.3 as applicable, to the particular UNE(s) sought. AT&T has posted and will post a list to its CLEC-Online website, identifying the wire centers tier classification. Upon CLEC' self-certification, AT&T shall provision the requested Dark Fiber Transport circuit in accordance with CLEC' order and within AT&T's standard ordering interval applicable to such circuits. AT&T shall have the right to contest such orders, and CLEC' ability to obtain a requested Dark Fiber Transport 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 thirty (30) days of AT&T'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 Dark Fiber Transport, the rates paid by CLEC for the affected transport shall be subject to true-up and the provision of the affected dedicated transport dark fiber to CLEC will be terminated without further obligation within thirty (30) days of such determination.

17.3.5.1 * The Parties agree to defer the issues of CLEC' self-certification for Dark Fiber Dedicated Transport to the separate proceeding in Docket 31303.

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 the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding, that a wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(e)(3)(iv), then CLEC shall not

request Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.

17.4 * 251(c)(3) UNE Dedicated DS1 Transport and Declassification

Subject to the caps described in Section 17.4.1, AT&T Texas shall provide CLEC with access to UNE DS1 Dedicated Transport on routes except where both Wire Centers defining the route are a Tier 1 Wire Center. As such, AT&T Texas must provide UNE DS1 Transport 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 251(c)(3) UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 251(c)(3) UNE Dedicated Transport on such route(s). To the extent required by the Agreement, AT&T Texas will provide DS1 Dedicated Transport unbundled under Section 251 on all routes between AT&T Texas wire centers that are classified as Tier 2 and Tier 3 on one or both ends of the route (i.e., 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).

17.4.1 Dedicated DS1 Transport Cap. CLEC may obtain a maximum of 10 DS1 Dedicated Transport circuits on each route for which AT&T Texas is required to provide DS1 Dedicated Transport under Section 251, and shall not request more than that maximum.

17.5 * 251(c)(3) UNE DS3 Dedicated Transport and Declassification.

Subject to the cap described in Section 17.5.1, AT&T Texas shall provide CLEC with access to UNE DS3 Dedicated Transport, except on routes where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such, AT&T Texas must provide UNE DS3 Dedicated Transport 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 251(c)(3) 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). To the extent required by the Agreement, AT&T Texas will provide UNE DS3 Dedicated Transport unbundled under Section 251 on all routes between AT&T Texas wire centers that are classified as Tier 3 on one or both ends of the route.

17.5.1 Dedicated DS3 Transport Cap. CLEC may obtain a maximum of 12 unbundled DS3 Dedicated Transport circuits on each route for which AT&T Texas is required to provide DS3 Dedicated Transport under Section 251, and shall not request more than that maximum.

17.5.2 Except as provided otherwise in this section, AT&T Texas is obligated to provide CLEC with unbundled access to Dedicated Transport consistent with the terms of the Agreement.

17.5.3 Dedicated Transport facilities that do not connect a pair of incumbent LEC wire centers, including but not limited to, the transmission facilities that connect CLEC's networks with AT&T's networks, are Entrance Facilities that will no longer be Unbundled Network Elements provided pursuant to 47 U.S.C. § 251(c)(3) under the Agreement. Effective immediately, CLEC shall not place orders for new Entrance Facilities as UNEs. As to existing Entrance Facility UNEs, CLEC must within 90 days of the Effective Date of this Amendment either request disconnection; submit a request for analogous access service; or identify and request another alternative service arrangement.

17.5.4 Notwithstanding Section 17.5.3, AT&T Texas is required to provide access to facilities that CLEC requests to interconnect with AT&T's network for the transmission and routing of telephone exchange service and exchange access service, in accordance with the requirements of Section 251(c)(2) of the Act ("Interconnection Facilities").

17.6 * 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, AT&T Texas will provide written notice to CLEC of such declassification of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a transitional period of the later of March 11, 2006 or sixty (60)

days from the date of such notice, AT&T Texas agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, CLEC will cease ordering new elements that are identified as declassified. Unless CLEC has submitted an LSR and/or ASR, as applicable, to AT&T Texas requesting disconnection or other discontinuance of such UNE(s) or combination of UNEs, AT&T Texas shall convert the subject UNE(s) or combination of UNEs to an analogous access service if available, or if no analogous access service is available, to such other service arrangement as AT&T Texas and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, and if CLEC and AT&T Texas have failed to reach agreement as to a substitute service within the later of March 11, 2006 or such sixty (60) day period, then AT&T Texas may disconnect the subject UNE(s) or combination of UNEs.

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

17.6.2 * Products provided by AT&T 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 AT&T Texas, in which case such cross-connects will be priced at TELRIC prices.

17.7 The Parties agree that activity by AT&T Texas under this Section 17 shall not be subject to the Network Disclosure Rules.

17.8 *The Parties agree to defer the issues relating to wire center designations and Declassifications for DS1 and/or DS3 UNE Dedicated Transport to the separate proceeding in Docket 31303.

CLEC shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE Dedicated Transport circuit satisfies the availability criteria set forth in Sections 17.4 and 17.5 above prior to submitting its order to AT&T Texas. CLEC shall self-certify by notifying AT&T Texas in accordance with Section 17.8.1 and identifying the wire center(s) for which it is self-certifying, that based on that reasonable inquiry it is CLEC' reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Sections 17.4 and 17.5, as applicable, to the particular UNE(s) sought. AT&T has posted and will post a list to its CLEC-Online website, identifying the wire centers tier classification. Upon CLEC' self-certification, AT&T Texas shall provision the requested DS1 or DS3 transport circuit in accordance with CLEC' order and within AT&T Texas' standard ordering interval applicable to such circuits. AT&T Texas shall have the right to contest such orders, and CLEC' ability to obtain a requested DS1 or DS3 UNE Dedicated Transport 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 thirty (30) days of AT&T Texas' 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 Dedicated Transport, the rates paid by CLEC for the affected Transport shall be subject to true-up and CLEC shall be required to transition from the UNE DS1 or DS3 Transport to an alternative service/facility within thirty (30) days of such determination. If CLEC does not transition the Transport within the thirty (30) day period, then AT&T Texas, without further notice or liability, may disconnect the Transport.

17.8.1 * The Parties agree to defer the issues of CLEC' self-certification for DS1 or DS3 UNE Dedicated Transport to the separate proceeding in Docket 31303.

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 the Commission has previously determined, in any proceeding, even if CLEC was not a party to that proceeding, that a

wire center is properly designated as a wire center meeting the thresholds set forth pursuant to Rule 51.319(e)(3)(ii) and Rule 51.319(e)(3)(iii), then CLEC shall not request DS1/DS3 Dedicated Transport arrangements declassified by the non-impairment status of the wire center in such wire center.

18. SWITCHING AND UNE-P TRO REMAND-DECLASSIFIED ELEMENTS (MASS MARKET UNBUNDLED LOCAL SWITCHING AND UNE-P)

18.1 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, either alone or in combination (as in with "UNE-P") as an unbundled network element under Section 251. Accordingly, pursuant to Rule 51.319(d)(2)(iii), although AT&T Texas shall continue to provide access to Mass Market ULS or Mass Market UNE-P to CLEC for CLEC to serve its embedded base of customers (i.e., only Mass Market ULS or Mass Market UNE-P ordered by CLEC before March 11, 2005) , the price for such Mass Market ULS and UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS and 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 and UNE-P, plus one dollar. For purposes of this Paragraph, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.) CLEC shall be fully liable to AT&T Texas to pay such pricing under the Agreement, including applicable terms and conditions setting forth penalties for failure to comply with payment terms, notwithstanding anything to the contrary in the Agreement.

18.1.1 To the extent that the aggregate combination of loops, shared transport and switching (i.e. UNE-P) are either raised or lowered, AT&T Texas may adopt either all or none of these UNE platform rate changes.

18.2 AT&T Texas shall continue to provide access to CLEC' 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 *before* March 11, 2005), in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, for a transitional period of time, ending upon the earlier of:

(i) CLEC' 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;

(ii) CLEC' transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or

(iii) March 11, 2006.

AT&T Texas' transitional provision of embedded base Mass Market ULS or Mass Market UNE-P under this Section 18.2 shall be on an "as is" basis, except that CLEC may continue to submit orders to add, change or delete features on the embedded base Mass Market ULS or Mass Market UNE-P, or may re-configure to permit or eliminate line splitting. Upon the earlier of the above three events occurring, as applicable, AT&T Texas may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P. To the extent there is CLEC embedded base Mass Market ULS or UNE-P in place on or after March 11, 2006, AT&T Texas without further notice or liability will reprice such arrangement to market-based rates. In addition, any performance measure and remedies in this Amended Agreement will not apply.

18.2.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Amendment, and subject to this Section 18.2, and subject to the conditions set forth in Section 18.2.1.1below, AT&T Texas shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the Agreement, and only to the extent such items were already being provided before March 11, 2005, in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.

18.2.1.1 The Amended Agreement must contain the appropriate related terms and conditions, including pricing; and the features must be "loaded" and "activated" in the switch.

18.2.1.2 To the extent already permitted by the Agreement, CLEC shall be entitled to initiate feature change orders, record orders, and disconnect orders on embedded base Mass Market UNE-P/ULS, as well as orders to reconfigure embedded base Mass Market UNE-Ps to a UNE line splitting arrangement to serve the same end user and vice versa.

18.3 CLEC will complete the transition of its embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (i.e. by March 11, 2006).

18.4 Paragraphs 18.1 through 18.3 above, apply and are operative with respect to AT&T's unbundling obligations under Section 251 regardless of whether CLEC is requesting 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.

19. WIRE CENTER TIERS

19.1 * Wire Center "Tiers": The Commission deferred issues relating to Wire Center designations and Declassification to a future proceeding.

(A) Tier 1 wire centers are those AT&T wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those AT&T 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 AT&T 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 AT&T wire centers that do not meet the criteria for Tier 1 and Tier 2 wire centers.

20. The Parties acknowledge and agree that this Amendment incorporates certain provisions, specifically Sections 2.3, 2.22, 3.3.4, 4(ii), 4(iv), 10.0, 10.5, 11.2.3, 11.2.4(c), 11.2.8, 11.2.8.1, 11.2.8.4, 12.3, 13.1.5, 15.4, 16.2, 16.3, 16.4, 16.4.1, 16.4.2, 16.4.3, 17.1, 17.3.1, 17.3.1.1, 17.3.2, 17.4, 17.5, 17.6, 17.6.1, 17.6.3 and 19.1 as set forth above and each noted with asterix, ("the Non-Voluntary Terms") into the Agreement that were ordered by the Texas Public Utility Commission's Decision in Docket No. 28821 ("Decision") and are being incorporated herein a result of such Decision. In the event that any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies such Decision or otherwise affects such Non-Voluntary Terms, either Party may invoke the terms of the Change of Law provision in the Amended Agreement. The Parties further acknowledge and agree that because the Non-Voluntary Terms are being incorporated herein solely due to the Decision and constitute arbitration results, the Non-Voluntary and legitimately related Terms do not qualify for portability into Illinois under 220 ILCS 5/13-801(b), Condition 27 of the SBC /Ameritech Merger Order issued by the Illinois Commerce Commission in Docket No. 98-0555, or any other state or federal statute, regulation, order or legal obligation.

EXHIBIT A

The types of Commingled Arrangements which AT&T 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 AT&T 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

AMENDMENT TO INTERCONNECTION AGREEMENT BETWEEN SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS AND ALPHEUS COMMUNICATIONS, L.P.

This Amendment amends the Interconnection Agreement by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas[1] ("AT&T") and Alpheus Communications, L.P. ("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 21, 2006 (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 21st day of August, 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.

Alpheus Communications, L.P.

By: Kent Major

Printed: Kent Major

Title: President
(Print or Type)

Date: 8-17-06

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

By: Rebecca L Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 8/21/06

FACILITIES-BASED OCN # _____

ACNA _____

DARK FIBER LOOP PRICING EMBEDDED BASE TEMPORARY RIDER

This is a Temporary Rider (the "Rider") to the Interconnection Agreement by and between Southwestern Bell Telephone, L.P. d/b/a AT&T TEXAS, ("AT&T Texas") and Alpheus Communications, L.P. ("ALPHEUS" and/or "CLEC") (collectively referred to as "the Parties") ("Agreement") contemporaneously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), and submitted for approval to the Public Utility Commission of Texas ("Commission") in Docket No. 25188.

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,[1] on February 4, 2005 ("*TRO Remand Order*"), instituting transition periods and pricing to apply to CLEC's embedded base of Dark Fiber Loops; and

WHEREAS, as of the date the Parties executed the Agreement to which this Temporary Rider is attached, CLEC has an embedded base of Dark Fiber Loops, and the applicable transition period for Dark Fiber Loops under the Agreement has not yet expired.

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

1.0 General provisions.

1.1 This Temporary Rider shall have no other effect except to set forth the rates that ALPHEUS shall pay for its embedded base of Dark Fiber Loops through the transition period.

1.2 All capitalized terms used in this Rider shall have the same meaning as identical terms defined elsewhere in the Agreement.

2.0 Dark Fiber Loop Monthly Recurring Rates

2.1 The following monthly recurring rates shall apply to ALPHEUS' embedded base of Dark Fiber Loops:

Element	Base Rate[2]	Transition Rate (Base Rate + 15%)	USOC Code
Zone 1	$0.007836/foot	$0.0090114/foot	
Zone 2	$0.006776/foot	$0.0077924/foot	
Zone 3	$0.005954/foot	$0.0068471/foot	

3.0 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

[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).

[2] The Base Rate is (A) the rate ALPHEUS paid for Dark Fiber loop(s) as of June 15, 2004 or (B) the rate the Commission has established or establishes, if any, between June 16, 2004 and March 11, 2005.

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).

4.0 The Parties acknowledge and agree that this Rider shall be filed with, and is subject to approval by the Texas Commission and shall become effective concurrently with the approval of the Agreement

IN WITNESS WHEREOF, this Rider to the Agreement was exchanged in triplicate on this 21st day of August, 2006, by the Parties, signing by and through their duly authorized representatives.

Alpheus Communications, L.P.

Signature: Kent Major

Name: Kent Major
(Print or Type)

Title: President
(Print or Type)

Date: 8-17-06

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

Signature: Rebecca L Sparks

Name: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 08/21/06

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T TEXAS
AND
ALPHEUS COMMUNICATIONS, L. P.

The Interconnection Agreement approved on September 7, 2006 and effective September 17, 2006 by and between Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas") and Alpheus Communications, L. P. ("Alpheus") ("Agreement") effective in the state of Texas is hereby amended as follows:

1. Section Five (5) of the General Terms and Conditions is amended by adding the following section:

   5.2.1 Notwithstanding anything to the contrary in this section five (5) the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from September 16, 2009 until September 16, 2012 (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 Alpheus, 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 or 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.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 17th day of May, 2007, by AT&T Texas, signing by and through its dutly authorized representative, and Alpheus, signing by and through its duly authorized representative.

Alpheus Communications, L.P.

By: Kent Major

Name: Kent Major
(Print or Type)

Title: President
(Print or Type)

Date: 5-14-07

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

By: Rebecca L Sparks

Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: MAY 17 2007

FACILITIES-BASED OCN # 7015

UNE OCN # _____

RESALE OCN # 7016

ACNA ELK

AT&T Wholesale Amendment

Contract Number: 16311

AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T TEXAS
AND
ALPHEUS COMMUNICATIONS, LLC

The Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T TEXAS ("AT&T Texas") (previously referred to as Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T Texas" and/or "SWBT-TX")) and Alpheus Communications, LLC (f/k/a Alpheus Communications, L.P.), is hereby amended as follows.

WHEREAS, AT&T Texas and Alpheus Communications, L.P. ("ALPHEUS") are the parties to that certain "Interconnection Agreement" approved as of September 7, 2006 (the "Agreement"); and

WHEREAS, ALPHEUS has changed its name to "Alpheus Communications, LLC", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Texas and Alpheus Communications, LLC hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Alpheus Communications, L.P." to "Alpheus Communications, LLC".

2. AT&T Texas shall reflect that name change from "Alpheus Communications, L.P." to "Alpheus Communications, LLC" only for the main billing account (header card) for each of the accounts previously billed to ALPHEUS. AT&T Texas shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Texas'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, Alpheus Communications, LLC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by ALPHEUS with AT&T Texas for those accounts and the services and items provided and/or billed thereunder or under the Agreement.

3. Once this Amendment is effective, Alpheus Communications, LLC shall operate with AT&T Texas under the "Alpheus Communications, LLC" name for those accounts. Such operation shall include, by way of example only, submitting orders under Alpheus Communications, LLC, and labeling (including re-labeling) equipment and facilities with Alpheus Communications, LLC.

4. Alpheus Communications, LLC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by Alpheus Communications, LLC, or by AT&T Texas on behalf of Alpheus Communications, LLC, for updating billing accounts and End User records.

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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

8. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

Alpheus Communications, LLC

Signature: _____

Name: KAREN E. HANSON-FLOWERS
(Print or Type)

Title: SENIOR VICE PRESIDENT CONTRACT ADMINISTRATION
(Print or Type)

Date: 16 April, 2012

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

Signature: _____

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 4-17-12

State	Resale OCN	CLEC OCN
TEXAS	7016	7015

Description	ACNA Code(s)
ACNA(s)	ELK

AT&T Wholesale Amendment

Contract Number: 19165

AMENDMENT

BETWEEN

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

AND

ALPHEUS COMMUNICATIONS, LLC

Signature: eSigned - Patricia Hogue

Name: eSigned - Patricia Hogue
(Print or Type)

Title: Sr. VP Regulatory Affairs
(Print or Type)

Date: 14 Nov 2013

Alpheus Communications, LLC

Signature: eSigned - Kristen E. Shore

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

Title: Director
(Print or Type)

Date: 20 Nov 2013

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	7016	- - -	7015

Description	ACNA Code(s)
ACNA(s)	ELK

AMENDMENT TO THE AGREEMENT BETWEEN ALPHEUS 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 Texas") and Alpheus Communications, LLC ("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 September 7, 2006 and as subsequently amended (the "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. This Amendment hereby replaces the rates for Dark Fiber Sub Loop-MTE reflected in the Agreement as TBD with the rates as listed in Exhibit 1 of this Amendment.
2. To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the underlying Agreement (including all incorporated or accompanying Appendices, Schedules, Addenda and Exhibits to the Agreement), the provisions of the Agreement shall control and apply.
3. For purposes of this Agreement, the AT&T Notice information as set forth in the General Terms and Conditions has been changed to the following:

   Contract Administration
   ATTN: Notices Manager
   Four AT&T Plaza, 19th Floor
   311 Akard Street
   Dallas, TX 75202-5398

4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. 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 ("Effective Date").

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
	TX	Dark Fiber Subloop	Dark Fiber Subloop-MTE - CEV/Hut/RT to EU Prem per strand		UL1OX		$ 22.82	$ 353.89	$ 353.89	per strand
	TX	Dark Fiber Subloop	Dark Fiber Subloop-MTE - CEV/Hut/RT to EU Prem per foot Zone 1 (Rural)		ULOOJ	1	$ 0.016297	NA	NA	per foot
	TX	Dark Fiber Subloop	Dark Fiber Subloop-MTE - CEV/Hut/RT to EU Prem per foot Zone 2 (Suburban)		ULOOJ	2	$ 0.014145	NA	NA	per foot
	TX	Dark Fiber Subloop	Zone 3 (Urban)		ULOOJ	3	$ 0.012300	NA	NA	per foot
	TX	Dark Fiber Subloop	Dark Fiber Subloop-MTE Cross Connect (CO to RT/CEV/HUT)		UKCTX		$ 2.66	$ 56.55	$ 56.55	
	TX	Dark Fiber Subloop	Dark Fiber Subloop-MTE Cross Connect (CEV/HUT/RT to RT/EU)		UKCTX		$ 2.66	$ 56.55	$ 56.55	
	TX	Dark Fiber Subloop	Dark Fiber Suboop-MTE Inquiry		NR9DX		NA	$ 69.90	$ 69.90	

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

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

AND

ALPHEUS COMMUNICATIONS, LLC

Signature: eSigned - Richard Martin

Name: eSigned - Richard Martin
(Print or Type)

Title: cfo
(Print or Type)

Date: 11 Dec 2017

Alpheus Communications, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 11 Dec 2017

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

State	Resale OCN	CLEC OCN
TEXAS	7016	7015

Description	ACNA Code(s)
ACNA(s)	ELK

AMENDMENT TO THE AGREEMENT BETWEEN ALPHEUS COMMUNICATIONS, LLC 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 Alpheus Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved September 7, 2006 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al*., WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement 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 modify certain provisions related to Customer Information Services pursuant to WC Docket No. 16-13, approved March 15, 2016.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, Exhibit A– Customer Information Services, and Exhibit B - Pricing Sheet, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.

2. Lifeline and Link Up Services

   2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.

3. Intercarrier Compensation

   3.1. The Parties hereby implement the intercarrier compensation rates reflected in the Pricing Sheet attached hereto as Exhibit B, 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 B hereby supersede the existing rate elements included in the Agreement for purposes of reciprocal compensation.

4. Forbearance

   4.1. 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.

5. Customer Information Services (CIS)

   5.1. With the exception of 5.3 herein, delete all rates, terms and conditions pertaining to Customer Information Services, including but not limited to services related to Operator Services (OS), Directory Assistance (DA),

Directory Assistance Listings (DAL), Inward Assistance Operator Services (INW) and White Pages (e.g., Busy Line Verification (BLV), Busy Line Verification/Interrupt (BLV/I), etc.) from the Agreement.

5.2. Add Attachment 06 - Operator Services and Directory Assistance (OS/DA), attached hereto as Exhibit A; and the Operator Services and Directory Assistance (OS/DA) rates reflected in the Pricing Sheet, attached hereto as Exhibit B, to the Agreement.

5.3. Add the following provisions to the Attachment or Appendix for Resale

CIS.1 For Resale service, AT&T will provide Customer Information Services to CLEC's End Users where technically feasible and/or available to AT&T retail End Users. Dialing, response, and sound quality will be provided in parity to AT&T retail End Users.

CIS.2 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

CIS.3 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T.

CIS.4 AT&T shall not be responsible for the manner in which utilization of Resale Services or the associated charges are allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

CIS.5 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

CIS.6 If CLEC does not wish to be responsible for payment of charges for calling card, collect, or third number billed calls (Alternately Billed Traffic or "ABT") or toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

6. The Parties agree to replace Section 17 from the Agreement with the following language:

17 Notices

17.1 Notices given by CLEC to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

17.1.1 delivered by electronic mail (email).

17.1.2 delivered by facsimile.

17.2 Notices given by AT&T to the CLEC under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

17.2.1 delivered by electronic mail (email) provided CLEC has provided such information in Section 17.4 below.

17.2.2 delivered by facsimile provided CLEC has provided such information in Section 17.4 below.

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

17.3.1 the date of actual receipt.

17.3.2 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.

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

17.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Alpheus Communications, LLC Contract Administration
STREET ADDRESS	1301 Fannin Street, 20th Floor
CITY, STATE, ZIP CODE	Houston, TX 77002
PHONE NUMBER*	(713) 336-6370
FACSIMILE NUMBER	(713) 336-6740
EMAIL ADDRESS	legal@alpheus.net

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

17.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 17. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

17.6 In addition, CLEC agrees that it is responsible for providing AT&T with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 17 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

17.6.1 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.

17.6.2 CLEC may be able to place orders for certain services in AT&T without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its

CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

17.7 AT&T communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting CLEC's agreement.

8. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

13. For Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

EXHIBIT A
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 state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of listings, AT&T-21STATE will make available to CLEC, for CLEC End Users, non-discriminatory access to listings in the same manner as AT&T-21STATE makes listings available to AT&T-21STATE retail End Users.

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4.2 Responsibilities of the Parties:

4.2.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE will include in appropriate white pages directories the primary alphabetical listings of CLEC End Users located within the AT&T-21STATE ILEC Territory. When CLEC provides its subscriber listing information to AT&T-21STATE listings database, CLEC will receive for its End User, one primary listing in AT&T-21STATE white pages directory and a listing in AT&T-21STATE's DA database at no charge, other than applicable service order charges as set forth in the Pricing Sheet.

4.2.1.1 Except in the case of a Local Service Request (LSR) submitted solely to port a number from AT&T SOUTHEAST REGION 9-STATE, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T-21STATE's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate.

4.2.1.2 Listing Information Confidentiality:

4.2.1.2.1 AT&T-21STATE will afford CLEC's directory listing information the same level of confidentiality that AT&T-21STATE affords its own directory listing information.

4.2.1.3 Unlisted/Non-Published End Users:

4.2.1.3.1 CLEC will provide to AT&T-21STATE the names, addresses and telephone numbers of all CLEC End Users who wish to be omitted from directories. Non-listed/Non-Published listings will be subject to the rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings.

4.2.1.4 Additional Listings:

4.2.1.4.1 Where a CLEC End User requires listings in addition to the primary listing to appear in the white pages directory, AT&T-21STATE will offer such listings at rates as set forth in AT&T-21STATE's tariffs and/or service guidebooks. AT&T-21STATE does not provide a resale discount for any listings. CLEC shall furnish to AT&T-21STATE subscriber listing information pertaining to CLEC End Users located within the AT&T-21STATE

ILEC Territory, along with such additional information as AT&T-21STATE may be required to include in the alphabetical listings of said directory. CLEC shall refer to the AT&T CLEC Online website for methods, procedures and ordering information.

4.2.2 CLEC will provide accurate subscriber listing information of its subscribers to AT&T-21STATE via a mechanized feed of the directory listing information to AT&T-21STATE's Directory Listing database. CLEC agrees to submit all listing information via a mechanized process within six (6) months of the Effective Date of this Agreement, or upon CLEC reaching a volume of two hundred (200) listing updates per day, whichever comes first. CLEC's subscriber listings will be interfiled (interspersed) in the directory among AT&T-21STATE's subscriber listing information. CLEC will submit listing information within one (1) business day of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the DA database or the directory listing of a CLEC End User. CLEC must submit all listing information intended for publication by the directory close (a/k/a last listing activity) date.

4.2.3 White Page Directories:

4.2.3.1 Subject to state requirements and AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, each CLEC subscriber may receive one copy per primary End User listing, as provided by CLEC, of the appropriate AT&T-21STATE white pages directory in the same manner, format and at the same time that they are delivered to AT&T-21STATE's retail End Users.

4.2.4 Use of Subscriber Listing Information:

4.2.4.1 Subject to AT&T-21STATE's practices, as well as the rules and regulations applicable to the provision of white page directories, AT&T-21STATE agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber (i.e., End User) listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as AT&T-21STATE's subscriber listing information. In exchange for AT&T-21STATE serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes AT&T-21STATE to include and use the CLEC subscriber listing information provided to AT&T-21STATE DA databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is AT&T-21STATE's use of CLEC's subscriber listing information in AT&T-21STATE's DA, DA related products and services, and directory products and services.

4.2.4.2 AT&T-21STATE further agrees not to charge CLEC for serving as the single point of contact with independent and Third Party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation for AT&T-21STATE's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be interfiled (interspersed) with AT&T-21STATE's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T-21STATE.

4.2.5 Upon identification and notice of non-compliance by AT&T-21STATE, CLEC agrees to pay all direct costs incurred by AT&T-21STATE as a result of CLEC not complying with the terms of this Attachment and in accordance with the Limitations of Liability section in the General Terms and Conditions Attachment of this Agreement.

4.2.6 This Attachment shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture.

4.2.7 Breach of Contract:

4.2.7.1 If either Party is found to have materially breached the Listings terms of this Attachment, the non-breaching Party may terminate the Listings terms of this Attachment by providing written Notice to the breaching Party, whereupon this Attachment shall be null and void with respect to any issue of white pages directory published sixty (60) or more calendar days after the date of receipt of such written Notice. CLEC further agrees to pay all costs incurred by AT&T-21STATE and/or its Affiliates and vendor as a result of such CLEC breach.

4.2.8 General Conditions for Listings:

4.2.8.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any Listings Service offerings that are provided under this Attachment on ninety (90) days' written notice in the form of an Accessible Letter.

4.2.8.2 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of Listings products and/or services to CLEC End Users under this Section.

5.0 GENERAL CONDITIONS FOR OPERATOR SERVICES (OS), DIRECTORY ASSISTANCE (DA)

5.1 Notwithstanding the foregoing, AT&T-21STATE reserves the right to suspend, modify or terminate, without penalty, any OS and/or DA feature of Service(s) offerings that are provided under this Attachment on one hundred eighty (180) days' written notice in the form of an Accessible Letter.

5.2 Termination:

5.2.1 If the CLEC terminates OS and/or DA service prior to the expiration of the term of this Agreement, CLEC shall pay AT&T-21STATE, within thirty (30) calendar days of the issuance of any bills by AT&T-21STATE, all amounts due for actual services provided under this Attachment, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by AT&T-21STATE pursuant to this Attachment prior to its termination. The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in the Pricing Sheet.

5.3 CLEC shall be solely responsible for any and all legal or regulatory requirements for the modification or discontinuance of OS and/or DA products/services to CLEC End Users under this Attachment.

6.0 TERMINATION – ENTIRE ATTACHMENT 06 – OPERATOR ASSISTANCE AND DIRECTORY ASSISTANCE SERVICES

6.1 The Parties reserve the right to suspend or terminate, without penalty, this Attachment in its entirety on one hundred eighty (180) days' written notice. The Attachment will be coterminous with the ICA or will continue until the Party desiring to terminate this Attachment provides one hundred eighty (180) days' written Notice to the other Party of the date the Attachment will terminate ("Termination Date"), whichever date is earlier.

Exhibit B
PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Optional EAS Transport & Termination per MOU		ZZUR2		$0.00	NA	NA	MOU
2MR-AT	TX	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Rate for All ISP-Bound and section 251(b)(5) Traffic as per FCC 01-131, per MOU		ZZUR2		$0.000000	NA	NA	MOU
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				$0.00	$0.00	$0.00	initial listing is no charge
6	TX	DIRECTORY LISTING PRODUCT	Non Published/Non List Directory Listings					NA	NA	See Tariffs and / or Service Guidebook
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	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
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Directory Assistance Services				21.60%	N/A	N/A	Flat Rate Discount for Resale
6	TX	OTHER RESALE - DIRECTORY ASSISTANCE/OPERATOR SERVICES	Local Operator Assistance Service				21.60%	N/A	N/A	Flat Rate Discount for Resale

AT&T Wholesale Amendment

AMENDMENT

BETWEEN

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

AND

ALPHEUS COMMUNICATIONS, LLC

Signature: eSigned - Richard Martin

Name: eSigned - Richard Martin
(Print or Type)

Title: cfo
(Print or Type)

Date: 13 Dec 2017

Alpheus Communications, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 13 Dec 2017

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

State	Resale OCN	CLEC OCN
TEXAS	7016	7015

Description	ACNA Code(s)
ACNA(s)	ELK

AMENDMENT TO THE AGREEMENT BETWEEN ALPHEUS COMMUNICATIONS, LLC 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 Alpheus Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), approved September 7, 2006 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 UBNTX, USOCs ULYCX and ULNCH, 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. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather shall be coterminous with such Agreement.

7. 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 ("Amendment Effective Date").

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 DEDICATED TRANSPORT	Dark Fiber -Interoffice per strand		ULYCX		$39.12	$991.37	$991.37	per strand
13	TX	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per 1,000 feet Zone 1 (Rural)		ULNCH	1	$ 16.30	NA	NA	per 1,000 feet
13	TX	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per 1,000 feet Zone 2 (Suburban)		ULNCH	2	$ 14.15	NA	NA	per 1,000 feet
13	TX	UNBUNDLED DEDICATED TRANSPORT	Dark Fiber - Interoffice per 1,000 feet Zone 3 (Urban)		ULNCH	3	$ 12.30	NA	NA	per 1,000 feet

AMENDMENT

BETWEEN

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

AND

ALPHEUS COMMUNICATIONS, LLC

Signature: eSigned - Howard Siegel

Name: eSigned - Howard Siegel
(Print or Type)

Title: Corporate Counsel
(Print or Type)

Date: 19 Feb 2020

Alpheus Communications, LLC

Signature: eSigned - William Bockelman

Name: eSigned - William Bockelman
(Print or Type)

Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)

Date: 19 Feb 2020

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

AMENDMENT TO THE AGREEMENT BETWEEN ALPHEUS 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 Alpheus Communications, LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), signed August 21, 2006 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 ("FCC UNE and Resale Forbearance Order"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
    a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
        i. to the same End User; and
        ii. at that same End User's existing location;
        iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
    a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:
        i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
        ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or

iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or

iv. disconnect.

b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.

c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.

d. Nothing in this Amendment affects the terms, conditions, or rates relating to xDSL-capable loops.

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), provided that CLEC may modify the loop component of an Enhanced Extended Link provided that the capacity and end points of the UDT portion does not change 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. The Parties agree to replace Section 17.4 of the General Terms and Conditions with the following:

   17.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Howard Siegel Vice President - External and Regulatory Affairs
STREET ADDRESS	210 Barton Springs Road, Suite 100
CITY, STATE, ZIP CODE	Austin, TX 78704
PHONE NUMBER*	(512) 615-4135
FACSIMILE NUMBER	(775) 854-8107
EMAIL ADDRESS	howard.siegel@logixcom.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.

7. 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.

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 counterpart shall together constitute one and the same instrument.

12. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.

1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.

2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:

(i) to the same End User; and

(ii) at that same End User's existing location;

(iii) both as of the time of that service's grandfathering.

2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").

2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).

2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.

2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.

2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).

2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a "retention", "winback", or "competitive acquisition" setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.

2.11 Promotions of ninety (90) calendar days or less ("Short-Term Promotions") shall not be available for resale. Promotions lasting longer than ninety (90) calendar ("Long-Term Promotions") may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.

2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing ("Resale Notice"). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:

(i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or

(ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.

2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).

2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

3.1 "Resale Discount" means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.

3.2 The Resale Discounts in the underlying Interconnection Agreement will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

4.0 RESPONSIBILITIES OF PARTIES

4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.

4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.

4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.

4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.

4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.

4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

5.0 BILLING AND PAYMENT OF RATES AND CHARGES

5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.

5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.

5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.

5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.

5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

6.0 ANCILLARY SERVICES

6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.

6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

7.0 SUSPENSION OF SERVICE

7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.

7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 1 (Rural)		U21	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 2 (Suburban)		U21	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Zone 3 (Urban)		U21	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop - Disconnect		NKCT1	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 1 (Rural)		U4H	1
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 2 (Suburban)		U4H	2
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop - Zone 3 (Urban)		U4H	3
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation		UCXC2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD2	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation		UCXC4	
TX	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Loop Cross Connect to Collocation (without testing)		UCXD4	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Disconnect		NKCT8	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Disconnect		NKCT9	
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3
TX	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I
TX	UNBUNDLED DEDICATED TRANSPORT	DS1 Cross Connect to Collocation	UBNTX	UCXHX	
TX	UNBUNDLED DEDICATED TRANSPORT	DS3 Cross Connect to Collocation		UCXJX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG		UM4BX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS1 to VG - Disconnect		NKCTC	

Exhibit A

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1		UM4AX	
TX	UNBUNDLED DEDICATED TRANSPORT	Multiplexing - DS3 to DS1 - Disconnect		NKCT6	

AMENDMENT

BETWEEN

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

AND

ALPHEUS COMMUNICATIONS, LLC, ALPHEUS DATA SERVICES LLC, LOGIX COMMUNICATIONS, LOGIX COMMUNICATIONS, LP

Signature: eSigned - Glenn Taylor

Name: eSigned - Glenn Taylor
(Print or Type)

Title: Chief Technology Officer
(Print or Type)

Date: 11 Sep 2023

Alpheus Communications, LLC, Alpheus Data Services LLC, Logix Communications, Logix Communications, LP

Signature: eSigned - Kristen E. Shore

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

Title: AVP- Regulatory
(Print or Type)

Date: 13 Sep 2023

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

State	Resale OCN	ULEC OCN	CLEC OCN
OKLAHOMA	7703	7048	7048
TEXAS	7016,7703	7403,8833	7015,7403,8833

Description	ACNA Code(s)
ACNA(s)	DOB,GAD,ELK

AMENDMENT TO THE AGREEMENT BETWEEN ALPHEUS COMMUNICATIONS, LLC, ALPHEUS DATA SERVICES LLC, LOGIX COMMUNICATIONS, LOGIX COMMUNICATIONS, LP AND SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T OKLAHOMA AND AT&T TEXAS

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CLEC as defined and shown in the attached Exhibit C. AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to the Agreements as shown in the attached Exhibit C; and

WHEREAS, The Parties desire to amend the Interconnection Agreement to modify certain rates; 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, 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. 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.
3. 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.
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	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	$ 223.48	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	$ 446.96	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	$ 2,234.80	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	$ 138.28	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	$ 276.56	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	$ 1,382.80	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	$ 117.13	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	$ 234.26	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	$ 1,171.30	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	$ 210.60	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	$ 421.20	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	$ 2,106.00	$ 301.93	$ 179.82	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNHS	1	$ 11.52	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNHS	1	$ 23.04	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNHS	1	$ 115.20	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	2	$ 21.25	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	2	$ 42.50	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	2	$ 212.50	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNHS	3	$ 3.36	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNHS	3	$ 6.72	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNHS	3	$ 33.60	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNHS	I	$ 4.48	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNHS	I	$ 8.96	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNHS	I	$ 44.80	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	$ 3,011.68	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	$ 6,023.36	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	$ 30,116.80	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	$ 1,835.59	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	$ 3,671.18	$ 336.40	$ 218.88	first mile

LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	$ 18,355.90	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	$ 1,234.17	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	$ 2,468.34	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	$ 12,341.70	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	$ 2,544.46	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	$ 5,088.92	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	$ 25,444.60	$ 336.40	$ 218.88	first mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2022 - July 11, 2023)		ULNJS	1	$ 240.21	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2023 - July 11, 2024)		ULNJS	1	$ 480.42	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural) (Effective July 12, 2024 - July 11, 2025)		ULNJS	1	$ 2,402.10	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	2	$ 411.52	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	2	$ 823.04	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	2	$ 4,115.20	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2022 - July 11, 2023)		ULNJS	3	$ 88.00	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2023 - July 11, 2024)		ULNJS	3	$ 176.00	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban) (Effective July 12, 2024 - July 11, 2025)		ULNJS	3	$ 1,320.00	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2022 - July 11, 2023)		ULNJS	I	$ 87.19	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2023 - July 11, 2024)		ULNJS	I	$ 174.38	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone (Effective July 12, 2024 - July 11, 2025)		ULNJS	I	$ 871.90	NA	NA	additional mile
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG (Effective July 12, 2022 - July 11, 2023)		UM4BX		$ 274.24	$ 178.12	$ 105.56	
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG (Effective July 12, 2023 - July 11, 2024)		UM4BX		$ 548.48	$ 178.12	$ 105.56	
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS1 to VG (Effective July 12, 2024 - July 11 2025)		UM4BX		$ 2,742.40	$ 178.12	$ 105.56	
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 (Effective July 12, 2022 - July 11, 2023)		UM4AX		$ 948.76	$ 895.90	$ 522.41	
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 (Effective July 12, 2023 - July 11, 2024)		UM4AX		$ 1,897.52	$ 895.90	$ 522.41	
LWT	OK	AT&T LOCAL WHOLESALE TRANSPORT	DS3 to DS1 (Effective July 12, 2024 - July 11 2025)		UM4AX		$ 9,487.60	$ 895.90	$ 522.41	

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

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	

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	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNHS	1	$ 148.99	$ 301.93	$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNHS	2	$ 92.19	$ 301.93	$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNHS	3	$ 78.09	$ 301.93	$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, First Mile - Interzone		ULNHS	I	$ 140.40	$ 301.93	$ 179.82	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNHS	1	$ 7.68	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNHS	2	$ 14.17	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNHS	3	$ 2.24	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS1 Interoffice Transport, Each Additional Mile - Interzone		ULNHS	I	$ 2.99	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)		ULNJS	1	$ 2,007.79	$ 336.40	$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)		ULNJS	2	$ 1,223.73	$ 336.40	$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)		ULNJS	3	$ 822.78	$ 336.40	$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, First Mile - Interzone		ULNJS	I	$ 1,696.31	$ 336.40	$ 218.88	first mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)		ULNJS	1	$ 160.14	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)		ULNJS	2	$ 274.35	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)		ULNJS	3	$ 58.67	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DT-DS3 Interoffice Transport, Each Additional Mile - Interzone		ULNJS	I	$ 58.13	NA	NA	additional mile
13	OK	UNBUNDLED DEDICATED TRANSPORT	DS1 to VG		UM4BX		$ 182.83	$ 178.12	$ 105.56	
13	OK	UNBUNDLED DEDICATED TRANSPORT	DS3 to DS1		UM4AX		$ 632.51	$ 895.90	$ 522.41	

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	

Exhibit C

AT&T ILEC ("AT&T")	CARRIER	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T OKLAHOMA	Logix Communications, LP	Interconnection Agreement	8/24/2006
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Logix Communications	Interconnection Agreement	9/7/2006
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Alpheus Communications, LLC	Interconnection Agreement	8/1/2012
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	Alpheus Data Services LLC	Interconnection Agreement	8/29/2005