

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

**ILLINOIS BELL TELEPHONE COMPANY,
INDIANA BELL TELEPHONE COMPANY INCORPORATED, MICHIGAN BELL
TELEPHONE COMPANY
D/B/A AMERITECH MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A SBC
NEVADA BELL TELEPHONE COMPANY,
THE OHIO BELL TELEPHONE COMPANY,
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC 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**

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

between one or more of

**Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated d/b/a Ameritech
Indiana,
Michigan Bell Telephone Company d/b/a Ameritech Michigan,
Nevada Bell Telephone Company d/b/a SBC Nevada Bell
Telephone Company,
The Ohio Bell Telephone Company,
Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone
Company,
The Southern New England Telephone Company,
Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell
Telephone Company,
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**

and

QuantumShift Communications, Inc.

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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**), by and between one or more of the SBC Communications Inc.-owned ILEC's Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated d/b/a Ameritech Indiana, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company and Southwestern Bell Telephone Company¹, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, QuantumShift Communications, Inc. ("CLEC"), (a California corporation), shall apply to the state(s) of Arkansas, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, and Wisconsin.

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

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

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated d/b/a Ameritech Indiana, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin is the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to 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.

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, doing business as Southwestern Bell Telephone Company ("SWBT").

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 **"A-link"** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- 1.1.2 **"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.
- 1.1.3 **"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.
- 1.1.4 **"Access Service Request" (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.5 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding **SBC-13STATE** to the client/End User community.
- 1.1.6 **"Account Owner"** means a telecommunications company, including **SBC-13STATE**, that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 1.1.7 **"Advanced Services"** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **SBC-13STATE** Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.7.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 1.1.7.2 x.25-based and x.75-based packet technologies, or
 - 1.1.7.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.8 **"Affiliate"** is As Defined in the Act.
- 1.1.9 **"Alternate Billing Service" (ABS)** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.10 **AM-IL** - As used herein, **AM-IL** means the applicable **SBC**-owned ILEC doing business in Illinois.
- 1.1.11 **AM-IN** - As used herein, **AM-IN** means the applicable **SBC**-owned ILEC doing business in Indiana.
- 1.1.12 **AM-MI** - As used herein, **AM-MI** means the applicable **SBC**-owned doing business in Michigan.
- 1.1.13 **AM-OH** - As used herein, **AM-OH** means the applicable **SBC**-owned ILEC doing business in Ohio.
- 1.1.14 **AM-WI** - As used herein, **AM-WI** means the applicable **SBC**-owned ILEC doing business in Wisconsin.

- 1.1.15 **"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.
- 1.1.16 **"As Defined in the Act"** means as specifically defined by the Act.
- 1.1.17 **"As Described in the Act"** means as described in or required by the Act.
- 1.1.18 **"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.
- 1.1.19 **"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.
- 1.1.20 **"Bona Fide Request" (BFR)** is the process described in the applicable Appendix UNE.
- 1.1.21 **"Business Day"** means Monday through Friday, excluding holidays on which the applicable **SBC-** owned ILEC does not provision new retail services and products.
- 1.1.22 **"Busy Line Verification" (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.23 **"CABS"** means the Carrier Access Billing System.
- 1.1.24 **"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.
- 1.1.25 **"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.
- 1.1.26 **"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.
- 1.1.27 **"Calling Name Information"** means a Telecommunications Carrier's records of its End Users names associated with one or more assigned ten-digit telephone numbers.
- 1.1.28 **"Calling Number Delivery"** means a feature that enables an End User to view the directory number of the calling party on a display unit.
- 1.1.29 **"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.
- 1.1.30 **"Central Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an **SBC-13STATE** E911 Selective Router.
- 1.1.31 **"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.

- 1.1.32 **“Central office switch” (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 1.1.32.1 **“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.
- 1.1.32.2 **“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.
- 1.1.33 **“Charge Number”** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.34 **“Claim”** means any pending or threatened claim, action, proceeding or suit.
- 1.1.35 **“CNAM Query”** means a Query that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC’s local CNDS subscribers.
- 1.1.36 **“CNAM Query Rate”** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.
- 1.1.37 **“Collocation”** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.
- 1.1.38 **“Commercial Mobile Radio Services” (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.39 **“Commission”** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **“Commissions”** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:
- 1.1.39.1 **the Arkansas Public Service Commission (AR-PSC);**
- 1.1.39.2 **Public Utilities Commission of the State of California (CA-PUC);**
- 1.1.39.3 **the Connecticut Department of Public Utility Control (DPUC);**
- 1.1.39.4 **the Illinois Commerce Commission (IL-CC);**
- 1.1.39.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
- 1.1.39.6 **the Kansas Corporation Commission (KS-CC);**
- 1.1.39.7 **the Michigan Public Service Commission (MI-PSC);**
- 1.1.39.8 **the Missouri Public Service Commission (MO-PSC);**
- 1.1.39.9 **the Public Utilities Commission of Nevada (NV-PUC);**
- 1.1.39.10 **the Public Utilities Commission of Ohio (PUC-OH);**
- 1.1.39.11 **the Oklahoma Corporation Commission (OK-CC);**
- 1.1.39.12 **the Public Utility Commission of Texas (PUC-TX); and**
- 1.1.39.13 **the Public Service Commission of Wisconsin (PSC-WI)**
- 1.1.40 **“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.
- 1.1.41 **“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.

- 1.1.42 **“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.
- 1.1.43 **“Customer Usage Data”** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC-13STATE** and forwarded to CLEC.
- 1.1.44 **“Custom Local Area Signaling Service Features” (CLASS)** means certain call-management service features that are currently available from **SBC-13STATE's** local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection
- 1.1.45 **“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.
- 1.1.46 **“Data Interexchange Carrier” (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC-13STATE** and CLECs interconnecting with its network. This reciprocal exchange of data enables **SBC-13STATE** and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.1.47 **“Delaying Event”** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.1.47.1 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;
 - 1.1.47.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.47.3 any Force Majeure Event.
- 1.1.48 **“Dialing Parity”** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.49 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.49.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.1.49.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
 - 1.1.49.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.50 **“Digital Subscriber Line” (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

- 1.1.51 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.52 **“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.
- 1.1.53 **“Enhanced Service Provider” (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.54 **“Exchange Access”** is As Defined in the Act.
- 1.1.55 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.56 **“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.
- 1.1.57 **“Exchange Service”** means Telephone Exchange Service, As Defined in the Act.
- 1.1.58 **“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.
- 1.1.59 **“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.
- 1.1.60 **“FCC”** means the Federal Communications Commission.
- 1.1.61 **“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.
- 1.1.62 **“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.
- 1.1.63 **“Governmental Authority”** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

- 1.1.64 **"Group Record"** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NXX-0/1XX.
- 1.1.65 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.
- 1.1.66 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.67 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 1.1.68 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.69 **"Interconnection"** is As Defined in the Act.
- 1.1.70 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.1.71 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.72 **"InterLATA"** is As Defined in the Act.
- 1.1.73 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.74 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.
- 1.1.75 **"IntraLATA Toll Traffic"** 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.
- 1.1.76 **"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.
- 1.1.77 **"LIDB Editor"** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.
- 1.1.78 **"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.
- 1.1.79 **"LIDB Service Applications"** means the query types accepted for access to LIDB information.
- 1.1.80 **"Line Record"** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

- 1.1.81 **“Local Access Transport Area” (LATA)** is As Defined in the Act.
- 1.1.82 **“Local Exchange Carrier” (LEC)** is As Defined in the Act.
- 1.1.83 **“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.
- 1.1.84 **“Local Calls”**, for purposes of intercarrier compensation, is traffic where wall calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.
- 1.1.85 **“Local Interconnection Trunks/Trunk Groups”** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE “GR-317.
- 1.1.86 **“Local Loop Transmission”**, **“Unbundled Local Loop”**, **“Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the **SBC-13STATE** Serving Wire Center.
- 1.1.87 **“Local Number Portability”** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.88 **“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.
- 1.1.89 **“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.
- 1.1.90 **“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).
- 1.1.91 **“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.
- 1.1.92 **“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.
- 1.1.93 **“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.

- 1.1.94 **"Multiple Bill/Single Tariff"** is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 1.1.95 **"Mutual Compensation"** as defined in Appendix Reciprocal Compensation.
- 1.1.96 **"Network Data Mover" (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.97 **"Network Element"** is As Defined in the Act.
- 1.1.98 **NEVADA** – As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 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. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 1.1.101 **"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 CLEC's system(s) that originate SS7 messages, including LIDB Service Queries.
- 1.1.106 **PACIFIC** – As used here in, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.1.107 **"Party"** means either CLEC or the **SBC**-owned ILEC; use of the term "Party" includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement. **"Parties"** means both CLEC and the **SBC**-owned ILEC; use of the term "Parties" includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement.
- 1.1.108 **"Permanent Number Portability" (PNP)** is a long term method of providing LNP using LRN.

- 1.1.109 **“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.
- 1.1.110 **“Physical Collocation”** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.
- 1.1.111 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.
- 1.1.112 **“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.
- 1.1.113 **“Port”** is the point of interface/access connection to the **SBC-13STATE** public switched network. This may be a switch line side interface or switch trunk side interface.
- 1.1.114 **“Rate Center Area”** means the following in each applicable area:
- 1.1.114.1 **SBC-AMERITECH**
- 1.1.114.1.1 **“Rate Center”** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.
- 1.1.114.2 **NEVADA**
- 1.1.114.2.1 **“Rate Center”** denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.
- 1.1.114.3 **PACIFIC**
- 1.1.114.3.1 **“Rate Center”** denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.
- 1.1.114.4 **SNET**
- 1.1.114.4.1 **“Rate Center”** means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.
- 1.1.114.5 **SBC-SWBT**
- 1.1.114.5.1 **“Rate Center”** means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs.
- 1.1.115 **“Rating Point”** means the V&H coordinates associated with a particular telephone number for rating purposes.

- 1.1.116 **"Referral Announcement"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.117 **"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.
- 1.1.118 **SBC Communications Inc. (SBC)** 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 d/b/a SBC 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.
- 1.1.119 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the **applicable SBC**-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.120 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.121 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.122 **SBC-10STATE** - As used herein, **SBC-10STATE** means an the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.123 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.124 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.125 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.1.126 **"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.
- 1.1.127 **"Service Management System" (SMS)** means an off-line system used to access, create, modify, or update information in a Database.
- 1.1.128 **"Service Provider Number Portability" (SPNP)** is synonymous with Permanent Number Portability "PNP".
- 1.1.129 **"Service Switching Point" (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.

- 1.1.130 **“Signaling System 7”** (SS7) means a signaling protocol used by the CCS Network.
- 1.1.131 **“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.
- 1.1.132 **“Sleuth”** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.
- 1.1.133 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.1.134 **“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).
- 1.1.135 **“State Abbreviation”** means the following:
- 1.1.135.1 “AR” means Arkansas
 - 1.1.135.2 “CA” means California
 - 1.1.135.3 “CT” means Connecticut
 - 1.1.135.4 “IL” means Illinois
 - 1.1.135.5 “IN” means Indiana
 - 1.1.135.6 “KS” means Kansas
 - 1.1.135.7 “MI” means Michigan
 - 1.1.135.8 “MO” means Missouri
 - 1.1.135.9 “NV” means Nevada
 - 1.1.135.10 “OH” means Ohio
 - 1.1.135.11 “OK” means Oklahoma
 - 1.1.135.12 “TX” means Texas
 - 1.1.135.13 “WI” means Wisconsin
- 1.1.136 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable SBC **owned** ILEC doing business in Arkansas.
- 1.1.137 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable SBC owned ILEC doing business in Kansas.
- 1.1.138 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable SBC owned ILEC doing business in Missouri.
- 1.1.139 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable SBC owned ILEC doing business in Oklahoma.
- 1.1.140 **SWBT-TX** – As used herein, **SWBT-TX** means the applicable SBC owned ILEC doing business in Texas.
- 1.1.141 **“Switched Access Detail Usage Data”** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.
- 1.1.142 **“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

- 1.1.143 **“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.
 - 1.1.144 **“Tape Load Facility”** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.
 - 1.1.145 **“Telecommunications”** is As Defined in the Act.
 - 1.1.146 **“Telecommunications Carrier”** is As Defined in the Act.
 - 1.1.147 **“Telecommunications Service”** is As Defined in the Act.
 - 1.1.148 **“Telephone Exchange Service”** is As Defined in the Act.
 - 1.1.149 **“Telephone Toll Service”** is As Defined in the Act.
 - 1.1.150 **“Third Party”** means any Person other than a Party.
 - 1.1.151 **“Toll Billing Exception Service” (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
 - 1.1.152 **“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).
 - 1.1.153 **“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.
 - 1.1.154 **“Trunk”** means a communication line between two switching systems.
 - 1.1.155 **“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.
 - 1.1.156 **“Wire Center”** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.
- 1.2 Definitions Applicable to **SBC-12STATE** Only
- 1.2.1 **“Main Distribution Frame” (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
 - 1.2.2 **“Serving Wire Center” (SWC)** means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located.
 - 1.2.3 **“Universal Digital Loop Carrier” (UDLC)** describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.
- 1.3 Definitions Applicable to **SBC-7STATE** Only
- 1.3.1 **“Line Side”** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone

station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.4 Definitions Applicable to **SBC-AMERITECH** Only

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

2. **INTERPRETATION, CONSTRUCTION AND SEVERABILITY**

2.1 Definitions

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

2.2 Headings Not Controlling

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

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

2.3 Referenced Documents

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

2.4 References

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

2.5 Tariff References

- 2.5.1 Wherever any Commission ordered 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.
- 2.5.3 Wherever the term “customer” is used in connection with **SBC-SWBT’s** retail tariffs, the term “customer” means the ultimate “consumer” or the “end user” of any tariffed service.

2.6 Conflict in Provisions

- 2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.
- 2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.
- 2.6.3 In **SNET** only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with **SNET**, such DPUC-ordered tariffs will prevail.

2.7 Joint Work Product

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

2.8 Severability

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

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each Interconnection, Resale

Service, Network Element, function, facility, product or service provided hereunder; definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; assurance of payment; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; hazardous substances and responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; customer inquiries; expenses; conflict of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

2.10 Non-Voluntary Provisions

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

2.11 State-Specific Rates, Terms and Conditions

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

execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

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

2.12.1.1 the specific operating area(s) or portion thereof in which **SBC-13 STATE** is then deemed to be the ILEC under the Act (the "**ILEC Territory**"), and

2.12.1.2 assets that **SBC-13STATE** owns or leases and which are used in connection with **SBC-13STATE**'s provision to CLEC of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "**ILEC Assets**").

2.13 Affiliates

2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind **SBC-13STATE**, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between **SBC-13STATE** and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein until either **SBC-13STATE** or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supercede a currently effective interconnection agreement between any such CLEC Affiliate and **SBC-13STATE** until the expiration of such other agreement.

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 Upon approval by the Commission, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within _____ calendar days and to residential End Users within _____ calendar days.

4.2 **SBC-12STATE** and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.

4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **SBC-13STATE**'s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

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

- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 4.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.
 - 4.6.1 **PACIFIC** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in **PACIFIC**'s LIDB.
 - 4.6.2 **NEVADA** does not have a line information database and/or Calling Name database. Line Information Database services can be purchased from **PACIFIC**.
- 4.7 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:
 - 4.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
 - 4.7.2 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.
 - 4.7.3 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.
 - 4.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.
 - 4.7.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
 - 4.7.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
 - 4.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 4.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
 - 4.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

- 4.7.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 4.7.8 This Section 4.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 4.8 Upon CLEC signature of this Agreement, CLEC shall provide **SBC-13STATE** with CLEC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.
- 4.9 In the event that CLEC 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 CLEC identifier (collectively, a "**CLEC Change**"), CLEC shall submit written notice to **SBC-13STATE** within thirty (30) calendar days of the first action taken to implement such CLEC Change. A CLEC may make one (1) CLEC Change in any twelve (12) month period without charge by **SBC-13STATE** for updating its databases, systems, and records solely to reflect such CLEC Change. In the event of any other CLEC Change, SBC-13STATE reserves the right to seek recovery of the costs associated with updating the applicable **SBC-13STATE** databases, systems, and records to reflect the CLEC Change. Notwithstanding the above, for each CLEC Change the CLEC shall pay any applicable charges associated with recording and otherwise updating any CLEC branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to **SBC-13STATE** to make the CLEC Change.
- 4.10 When a End User changes its service provider from **SBC-13STATE** to CLEC or from CLEC to **SBC-13STATE** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("**Referral Announcement**") on the original telephone number that specifies the End User's new telephone number.
- 4.10.1 The following pertains to **AM-IL**, **AM-WI** and **PACIFIC** only:
- 4.10.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10.2 The following applies to **AM-IN** only:
- 4.10.2.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(I)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10.3 The following applies to **AM-MI** only:
- 4.10.3.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

- 4.10.4 The following applies to **AM-OH** only:
- 4.10.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.11 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.12 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 In **SBC-13STATE**, with the exception of **AM-OH**, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In **AM-OH**, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on March 16, 2004, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on March 16, 2005 (the "**Term**"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
- 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and

- 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
- 5.5.3 Each Party's confidentiality obligations shall survive; and
- 5.5.4 Each Party's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide **SBC-13STATE** written confirmation if CLEC wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **SBC-13STATE**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request; 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.
- 5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with **SBC-13STATE** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following **SBC-13STATE**'s receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **SBC-13STATE** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the SBC-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.10 In the event of termination of this Agreement pursuant to Section 5.9, **SBC-13STATE** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6. END USER FRAUD

- 6.1 **SBC-13STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing 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 **SBC-AMERITECH, SBC-SWBT, PACIFIC, SNET** will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. **PACIFIC** will provide such alert messages by e-mail. **SBC-AMERITECH, SBC-SWBT and SNET** will provide via fax.
- 6.4.1 **SBC-SWBT (on behalf of itself and SNET) and PACIFIC** will use a Sleuth system to determine suspected occurrences of ABS-related fraud for CLEC using the same criteria **SBC-SWBT and PACIFIC** use to monitor fraud on their respective accounts.
- 6.4.2 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a 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.
- 6.4.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.
- 6.5 In **SBC-SWBT and PACIFIC** ABS-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.
- 6.5.1 In **PACIFIC**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing.
- 6.6 Traffic Alert Referral Service ("TARS") 1+ Intra-LATA Toll Fraud Monitoring
- 6.6.1 For terms and conditions for TARS, see Appendix Resale.
- 6.6.2 TARS is offered in **PACIFIC** only.

7. ASSURANCE OF PAYMENT

- 7.1 Upon request by **SBC-13STATE**, CLEC will provide **SBC-13STATE** with adequate assurance of payment of amounts due (or to become due) to **SBC-13STATE**.
- 7.2 Assurance of payment may be requested by **SBC-12STATE** if:
- 7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to **SBC-13STATE** for charges incurred as a CLEC; or

- 7.2.2 in **SBC-12STATE**'s reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or
 - 7.2.3 CLEC fails to timely pay a bill rendered to CLEC by **SBC-12STATE** (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3); or
 - 7.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 7.3 Unless otherwise agreed by the Parties, the assurance of payment will, at **SBC-12STATE**'s option, consist of
- 7.3.1 a cash security deposit in U.S. dollars held by **SBC-12STATE** ("Cash Deposit") or
 - 7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to **SBC-12STATE** naming the SBC owned ILEC(s) designated by **SBC-12STATE** as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to **SBC-12STATE** ("Letter of Credit").
 - 7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by **SBC-12STATE**, for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by **SBC-12STATE** under this Agreement.
 - 7.3.3.1 Notwithstanding anything else set forth in this Agreement, **SBC-SWBT** will not request assurance of payment of charges reasonably anticipated by **SBC-SWBT** to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, **SBC-SWBT** may request assurance of payment of charges reasonably anticipated by **SBC-SWBT** to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC.
 - 7.3.3.2 Notwithstanding anything else set forth in this Agreement, **SBC-SWBT** will not request assurance of payment of charges reasonably anticipated by **SBC-SWBT** to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.
- 7.4 To the extent that **SBC-12STATE** elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 7.5 A Cash Deposit will accrue interest at the rate of six percent (6%) simple interest per annum. Interest will accrue on a Cash Deposit from the day after it is received by **SBC-12STATE** through the day immediately prior to the date the Cash Deposit is credited to CLEC's bill(s) or returned to CLEC. **SBC-12STATE** will not pay interest on a Letter of Credit.
- 7.6 **SBC-12STATE** may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:

- 7.6.1 CLEC owes **SBC-12STATE** undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 7.6.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
- 7.6.3 The expiration or termination of this Agreement.
- 7.7 If **SBC-12STATE** draws on the Letter of Credit or Cash Deposit, upon request by **SBC-12STATE**, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3.
- 7.8 Notwithstanding anything else set forth in this Agreement, if **SBC-12STATE** makes a request for assurance of payment in accordance with the terms of this Section, then **SBC-12STATE** shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished **SBC-12STATE** with the assurance of payment requested; provided, however, that **SBC-12STATE** will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.
 - 7.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, **SBC-12STATE** may also invoke the provisions set forth in Section 9.5 through Section 9.7.
- 7.9 The fact that a Cash Deposit or Letter of Credit is requested by **SBC-12STATE** shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 7.10 For adequate assurance of payment of amounts due (or to become due) to **SNET**, see the applicable DPUC ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

- 8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.
 - 8.1.1 Remittance in full of all bills rendered by **SBC-AMERITECH**, **SBC-SWBT** and **PACIFIC** is due within thirty (30) calendar days of each bill date (the "**Bill Due Date**"). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.
 - 8.1.2 Remittance in full of all bills rendered by **NEVADA** is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the "**Bill Due Date**."
 - 8.1.3 Remittance in full of all bills rendered by **SNET** is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the "**Bill Due Date**."
 - 8.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the "**Bill Due Date**").

- 8.1.5 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to **SBC-12STATE** as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge will be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.
- 8.1.5.1 If any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than the **SBC-SWBT** Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable **SBC-8STATE** intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than **SBC-SWBT**'s CRIS will comply with the process set forth in the applicable **SBC-8STATE** intrastate access services tariff for that state.
- 8.1.5.2 If any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to **SBC-SWBT** CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-SWBT** intrastate retail tariff governing Late Payment Charges to **SBC-SWBT**'s retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS will be governed by the **SBC-SWBT** intrastate retail tariff governing Late Payment Charges to **SBC-SWBT**'s retail End Users that are business End Users in that state.
- 8.1.5.3 If any charge incurred under this Agreement that is billed out of any **SBC-AMERITECH** billing system is Past Due, the unpaid amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.
- 8.2 If any charge incurred by **SBC-13STATE** under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-13STATE** intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 8.3 CLEC shall make all payments to **SBC-12STATE** via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC-12STATE**. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX transaction set. CLEC and **SBC-12STATE** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by **SBC-12STATE** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC-12STATE** is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

- 8.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.
- 8.3.2 CLEC must make all payments to **SNET** in "immediately available funds." All payments to **SNET** must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SNET**. If CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC must use the CCD+ or the CTX transaction set. CLEC and **SNET** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by **SNET** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SNET** is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 8.4 If any portion of an amount due to a Party (the "**Billing Party**") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "**Non-Paying Party**") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("**Disputed Amounts**") and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:
 - 8.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
 - 8.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
 - 8.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.
 - 8.4.4 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 in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
 - 8.4.4.1 The escrow account must be an interest bearing account;
 - 8.4.4.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
 - 8.4.4.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
 - 8.4.4.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
 - 8.4.4.5 disbursements from the escrow account will be limited to those:
 - 8.4.4.5.1 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); or
 - 8.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or

- 8.4.4.5.3 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.
- 8.5 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.
- 8.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.
- 8.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
- 8.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
- 8.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
- 8.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
- 8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.5.
- 8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.3 and Section 8.7.4 are completed within the times specified therein.
- 8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.
- 8.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 8.9.1 Each additional copy of any bill provided for billing from **SBC-SWBT**'s CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.
- 8.9.2 Bills provided to CLEC from **SBC-SWBT**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.
- 8.10 Exchange of Billing Message Information
- 8.10.1 **SBC-13STATE** will provide CLEC a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). Such Customer Usage Data will be provided by **SBC-13STATE** in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each SBC owned ILEC. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that

similar usage sensitive information is provided to retail End Users of **SBC-13STATE** within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by **SBC-13STATE** in connection with Resale Services and Network Elements provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC-AMERITECH**, **PACIFIC**, **NEVADA**, **SNET**, and **SBC-SWBT** will be included in implementation requirements documentation.

- 8.10.2 To establish file transmission for the Daily Usage File, CLEC must provide a separate written request for each state to **SBC-AMERITECH**, **PACIFIC**, **NEVADA**, **SNET** and **SBC-SWBT** no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 8.10.3 Unless otherwise specified in Appendix Message Exchange, call detail for LEC-carried calls that are alternately billed to CLEC End Users lines provided by **SBC-13STATE** through Resale or Network Elements will be forwarded to CLEC as rated call detail on the DUF.
- 8.10.4 **SBC-SWBT** will bill CLEC for Usage Extract furnished by **SBC-SWBT** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."
- 8.10.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **SBC-13STATE** records the message.
- 8.10.6 **SBC-AMERITECH**, **NEVADA** and **PACIFIC** Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states are subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.
- 8.10.7 CLEC is 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 If a Party is furnished Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.
- 9.2 Failure to pay charges shall be grounds for disconnection of Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("**Unpaid Charges**"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.
 - 9.2.1 **AM-IN** will also provide any written notification to the Indiana Utility Regulatory Commission as required by rule 170 IAC 7-6.
 - 9.2.2 **SWBT-KS** will also provide any written notification to the Kansas Corporation Commission as required by Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
 - 9.2.3 **SWBT-MO** will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.

- 9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:
- 9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("**Disputed Amounts**") and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and
 - 9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and
 - 9.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.4; and
 - 9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.4 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.
- 9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.
- 9.5 **SBC-12STATE**
- 9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:
 - 9.5.1.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or
 - 9.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.
 - 9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 9.5.1, Section 9.5.1.1 and Section 9.5.1.2:
 - 9.5.2.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
 - 9.5.2.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.

9.6 **SBC-AMERITECH only**

- 9.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,
- 9.6.1.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
- 9.6.1.2 discontinue providing any Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.
- 9.6.1.2.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by **AM-IN** will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.
- 9.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.
- 9.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

9.7 **SBC-7STATE only**

- 9.7.1 Any demand provided by **SBC-7STATE** to CLEC under Section 9.5.1 will further specify that upon disconnection of CLEC, **SBC-7STATE** will cause CLEC's End Users that are provisioned through Resale Services to be transferred to **SBC-7STATE** local service.
- 9.7.1.1 A copy of the demand provided to CLEC under Section 9.7.1 will be provided to the Commission.
- 9.7.2 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,
- 9.7.2.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
- 9.7.2.2 disconnect any Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.
- 9.7.2.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by **SWBT-KS** will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.7.3 On the same date that Resale Services to CLEC are disconnected, **SBC-7STATE** will transfer CLEC's End Users provisioned through Resale Services to **SBC-7STATE**'s local service. To the extent available at retail from **SBC-7STATE**, the Resale End Users transferred to **SBC-7STATE**'s local service will receive the same services that were provided through CLEC immediately prior to the time of transfer; provided, however, **SBC-7STATE** reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.
- 9.7.3.1 Notwithstanding any inconsistent provisions in this Agreement, the transfer of Resale End Users to **SWBT-MO** will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.
- 9.7.3.2 **SBC-7STATE** will inform the Commission of the names of all Resale End Users transferred through this process.

- 9.7.3.3 Conversion charges and service establishment charges for transferring Resale End Users to **SBC-7STATE** as specified in Section 9.7.3 will be billed to CLEC.
- 9.7.3.4 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 9.7.2. **SBC-7STATE** has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the transfer of any Resale End Users to **SBC-7STATE** local service in connection with such disconnection.
- 9.7.4 Within five (5) calendar days following the transfer, **SBC-7STATE** will notify each transferred Resale End User that because of CLEC's failure to pay **SBC-7STATE**, the End User's local service is now being provided by **SBC-7STATE**. This notice will also advise each transferred Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new Local Service Provider.
 - 9.7.4.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Missouri Resale End Users will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.
 - 9.7.4.1.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Kansas Resale End Users will comply with Kansas Corporation Commission Order No. 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.7.5 The transferred Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 9.7.3.3.
- 9.7.6 If any Resale End User transferred to **SBC-7STATE**'s local service under Section 9.7.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer, **SBC-7STATE** may terminate the transferred Resale End User's service.
 - 9.7.6.1 **SBC-7STATE** will notify the Commission of the names of all transferred Resale End Users whose local service was terminated pursuant to Section 9.7.5.
 - 9.7.6.2 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide local service to any transferred Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such transferred Resale End Users under Applicable Law; provided, however,
 - 9.7.6.2.1 in **PACIFIC** only, following expiration of the selection period and disconnection of such transferred Resale End Users, where facilities permit, **PACIFIC** will furnish transferred and subsequently disconnected local residential End Users with "quick dial tone."
- 9.8 **SNET** only
 - 9.8.1 For nonpayment and procedures for disconnection for **SNET**, see the applicable DPUC ordered tariff.

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 Service Center (**SBC-AMERITECH**), LSC (**SBC-7STATE**) or LEC-C (**SNET**);

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 a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center [**SBC-AMERITECH** Service Center; **SBC-7STATE** Local Service Center (**LSC**); **SNET** Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish **SBC-13STATE** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 10.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 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 CLEC's irrevocable and full waiver of its right to dispute the subject charges.

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

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

10.4.4 Any notice of Disputed Amounts given by **SBC-13STATE** to CLEC pursuant to Section 10.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other

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

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

10.5 Informal Resolution of Disputes

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

10.6 Formal Dispute Resolution

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

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

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

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

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

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

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Dallas, Texas (SBC-SWBT); Chicago, Illinois (SBC-AMERITECH), San Francisco, California (PACIFIC); Reno, Nevada (NEVADA); or New Haven, Connecticut (SNET), 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.

11. **AUDITS – Applicable in SBC-12STATE only**

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

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

Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

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

- 11.2.3 **SNET** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SNET** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SNET** will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from **SNET**, however, **SNET** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SNET**.

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 **SBC-13STATE** or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.
- 13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.

- 13.4 Neither CLEC nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("**Indemnifying Party**") hereby releases and holds harmless the other Party ("**Indemnitee**") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.
- 13.5 **SBC-13STATE** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.
- 13.6 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.
- 13.7 **SBC-13STATE** shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.
- 13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, 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 others retained by such Parties.
- 14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "**Indemnifying Party**") shall release, defend and indemnify the other Party (the "**Indemnified Party**") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("**Fault**") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, 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 CLEC acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC-13STATE**'s Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

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

13STATE will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by **SBC-13STATE** for the damages to the extent of such payment.

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

14.8 Indemnification Procedures

- 14.8.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 14.8.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 14.8.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 14.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 14.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 14.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 14.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 14.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no

settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

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

15. PERFORMANCE MEASURES

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

16. INTELLECTUAL PROPERTY

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

17. NOTICES

- 17.1 Subject to Section 17.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be
- 17.1.1 delivered personally;
 - 17.1.2 delivered by express overnight delivery service;
 - 17.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or
 - 17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17.
 - 17.1.5 Notices will be deemed given as of the earliest of:
 - 17.1.5.1 the date of actual receipt,
 - 17.1.5.2 the next Business Day when sent via express overnight delivery service,
 - 17.1.5.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or
 - 17.1.5.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	SBC-13STATE CONTACT
NAME/TITLE	Jenna Brown	Contract Administration ATTN: Notices Manager
STREET ADDRESS	88 Rowland Way	311 S. Akard, 9 th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Navato, California 94945	Dallas, TX 75202-5398
FACSIMILE NUMBER	202-238-7701	214-464-2006

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

17.2 **SBC-13STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

17.3 In the **SBC-13STATES**, Accessible Letter notification will be via electronic mail ("**e-mail**") distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.

17.4 In **SBC-13STATE**, CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

17.5 In **SBC-13STATE**, CLEC shall submit a completed Accessible Letter Recipient Change Request Form to the individual specified on that form to designate in writing each individual's e-mail address to whom CLEC requests Accessible Letter notification be sent. CLEC shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by **SBC-13STATE**. SBC may, at its discretion, change the process by which the CLEC provides Accessible Letter recipient information. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.

17.6 **SBC-SWBT only:**

17.6.1 **SBC-SWBT** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Network Elements under this Agreement; CLEC shall provide **SBC-SWBT** with a toll free facsimile number for notices from **SBC-SWBT** relating to requests for Resale Services and Network Elements under this Agreement.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

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

19. NO LICENSE

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

20. CONFIDENTIALITY

- 20.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.
- 20.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
- 20.2.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
 - 20.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
 - 20.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
 - 20.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
 - 20.2.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
 - 20.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
 - 20.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

21. INTERVENING LAW

- 21.1 This Agreement is entered into as a result of both private negotiations between the Parties and the incorporation of some of the results of arbitration by the Commissions. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp.*

v. Iowa Utilities Bd., 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. ___ (2002). The Parties further acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. The Parties further 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 Intercarrier Compensation Order") which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). By executing this Agreement and any Amendments to such Agreement and carrying out the rates, terms and conditions herein, **SBC-13STATE** does not waive any of its legal rights, and expressly reserves all of its rights, remedies and arguments, including but not limited to those related to any of the foregoing decisions or proceedings or any remands thereof, including its right to seek legal review or a stay pending appeal of such decisions and its rights under this Intervening Law paragraph. Notwithstanding anything to the contrary in this Agreement, these rights also include but are not limited to **SBC-13STATE**'s right to exercise its option at any time in the future to adopt on a date specified by **SBC-13STATE** the FCC 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.

22. GOVERNING LAW

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

23. REGULATORY APPROVAL

- 23.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.
- 23.2 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.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to SBC-12STATE only

- 24.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.
- 24.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.
- 24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), **SBC-12STATE** is free to reclaim the unbundled Network Element facilities for use by another End User and is free to issue service orders required to reclaim such facilities.
- 24.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission.

24.2 Applies to SNET only

- 24.2.1 The Parties agree that CLEC will not submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in its applicable rules and regulations. **SNET's** wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.
- 24.2.2 The Parties agree to the re-use of existing network facilities when an End User changes its provider of local exchange service and the network facilities are provided by the same network provider.

25. COMPLIANCE AND CERTIFICATION

- 25.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 25.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 25.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 25.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

26. LAW ENFORCEMENT

- 26.1 **SBC-12 STATE** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:
 - 26.1.1 Intercept Devices:
 - 26.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.
 - 26.1.2. Subpoenas:
 - 26.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.
 - 26.1.3 Emergencies:
 - 26.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.
- 26.2 **SNET** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:
 - 26.2.1 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities as required by law, the Telecommunications Services and related information provided by each of the Parties in Connecticut.

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

- 27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

29. ASSIGNMENT

- 29.1 CLEC may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of **SBC-13STATE**; provided that CLEC may assign or transfer this Agreement to its Affiliate by providing ninety (90) calendar days' prior written notice to **SBC-13STATE** of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with **SBC-13STATE** under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.
- 29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by **SBC-13STATE** pursuant to this Section 29, CLEC agrees that any change, modification or other activity required for **SBC-13STATE** to accommodate or recognize the successor to or assignee of CLEC shall be a CLEC Change and shall be subject to Section 4.9.
- 29.3 If during the Term, **SBC-13STATE** sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, **SBC-13STATE** shall provide CLEC not less than ninety (90) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, CLEC acknowledges that **SBC-13STATE** shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that CLEC must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

30. SUBCONTRACTING

- 30.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 30.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 30.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 30.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 30.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 31.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 31.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, **SBC-13STATE** shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**, or (iii) the presence at the work location of an Environmental Hazard for which **SBC-13STATE** is responsible under Applicable Law or a Hazardous Substance introduced into the work location by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**.
- 31.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at **SBC-13STATE**'s request, indemnify, defend, and hold harmless **SBC-13STATE**, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.

- 31.4 For the purposes of this agreement, "Hazardous Substances" means 1) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, 2) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or 3) asbestos and asbestos containing material in any form, and 4) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.
- 31.5 For the purposes of this agreement, "Environmental Hazard" means 1) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, 2) asbestos containing materials, or 3) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 31.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into 1) the work location, or 2) other environmental media, including but not limited to, the air, ground or surface water, or soil.

32. FORCE MAJEURE

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

33. TAXES

- 33.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 33.2 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.
- 33.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 33.4 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; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 33.5 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.
- 33.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 33.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 33.8 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset

of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

- 33.9 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.

34. NON-WAIVER

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

35. NETWORK MAINTENANCE AND MANAGEMENT

- 35.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 35.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 35.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 35.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 35.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 35.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of **SBC-13STATE**, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other

carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

36. SIGNALING

- 36.1 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 CLEC and **SBC-13STATE**, the rates, terms, and conditions of Appendix SS7 will apply.
- 36.2 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.

37. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

- 37.1 CLEC will not send to **SBC-13STATE** local traffic that is destined for the network of a Third Party unless CLEC has the authority to exchange traffic with that Third Party.

38. CUSTOMER INQUIRIES

- 38.1 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.
- 38.2 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:
 - 39.2.1 Provide the number described in Section 39.1 to callers who inquire about the other Party's services or products; and
 - 39.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 38.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.
- 38.4 CLEC acknowledges that **SBC-13STATE** may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

39. EXPENSES

- 39.1 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.

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

40. **CONFLICT OF INTEREST**

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

41. **SURVIVAL**

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

42. **SCOPE OF AGREEMENT**

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

43. **AMENDMENTS AND MODIFICATIONS**

- 43.1 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. **SBC-12STATE** and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.
- 43.2 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.

44. APPENDICES INCORPORATED BY REFERENCE

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

44.1.1 **SBC-13STATE** shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.

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

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

44.3 DATABASE ACCESS

44.3.1 **SBC13STATE** shall provide to CLEC 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.

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

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

44.4.2 **SBC12STATE** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

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

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

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

44.6.1 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.

44.7 OTHER SERVICES

44.7.1 911 and E911 Services

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

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

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

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

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

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

44.7.2 AIN

44.7.2.1 One or more of the ILECs making up **SBC-13STATE** 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 CLEC, and where technically feasible, **SBC-13STATE** will provide CLEC with access to **SBC-13STATE**'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.

44.7.3 Directory Assistance (DA)

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

44.7.4 Hosting

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

44.7.5 Operator Services (OS)

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

44.7.6 Signaling System 7 Interconnection

44.7.6.1 At CLEC's request, **SBC-13STATE** shall perform SS7 interconnection services for CLEC pursuant to the applicable Appendix SS7, which **is/are** attached hereto and incorporated herein by reference.

44.7.7 Publishing and Directory

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

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

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

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

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

44.7.10 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).

44.7.10.1 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.

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

44.7.11.1 Pursuant to the applicable Appendix UNE, which **is/are** attached hereto and incorporated herein by reference, **SBC-13STATE** will provide CLEC 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. CLEC agrees to provide access to its Network Elements to **SBC-13STATE** under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

45. AUTHORITY

45.1 Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for that SBC-owned ILEC. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

45.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

- 45.3 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.

46. COUNTERPARTS

- 46.1 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.

47. ENTIRE AGREEMENT

47.1 SBC-12STATE

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

47.2 SNET

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

48. SELECTION OF BILLING OPTIONS

- 48.1 This Agreement contains an Appendix A to the General Terms and Conditions wherein the CLEC will select certain options available under this Agreement.

SBC-13STATE Agreement
Signatures

QuantumShift Communications, Inc.

Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated d/b/a Ameritech Indiana, Michigan Bell Telephone Company d/b/a Ameritech Michigan, The Ohio Bell Telephone Company, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Southern New England Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company by SBC Telecommunications, Inc., its authorized agent

Signature: Teresa Leighty
Name: Teresa Leighty
(Print or Type)

Title: VP, Operations
(Print or Type)

Date: 1/8/03

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

Signature: M. Auinbaub
Name: Mike Auinbaub
(Print or Type)

Title: For/ President - Industry Markets

Date: JAN 21 2003

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

between one or more of

**Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated d/b/a Ameritech
Indiana,
Michigan Bell Telephone Company d/b/a Ameritech Michigan,
Nevada Bell Telephone Company d/b/a SBC Nevada Bell
Telephone Company,
The Ohio Bell Telephone Company,
Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone
Company,
The Southern New England Telephone Company,
Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell
Telephone Company,
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**

and

QuantumShift Communications, Inc.

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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**), by and between one or more of the SBC Communications Inc.-owned ILEC's Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated d/b/a Ameritech Indiana, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company and Southwestern Bell Telephone Company¹, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, QuantumShift Communications, Inc. ("CLEC"), (a California corporation), shall apply to the state(s) of Arkansas, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, and Wisconsin.

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

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

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

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated d/b/a Ameritech Indiana, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, and Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin is the incumbent Local Exchange Carrier(s) and CLEC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to 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.

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, doing business as Southwestern Bell Telephone Company ("SWBT").

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 **"A-link"** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- 1.1.2 **"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.
- 1.1.3 **"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.
- 1.1.4 **"Access Service Request" (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.1.5 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding **SBC-13STATE** to the client/End User community.
- 1.1.6 **"Account Owner"** means a telecommunications company, including **SBC-13STATE**, that stores and/or administers Line Record Information and/or Group Record Information in a Party's LIDB and/or Calling Name Database.
- 1.1.7 **"Advanced Services"** means intrastate or interstate wireline Telecommunications Services, such as ADSL, IDSL, xDSL, Frame Relay, Cell Relay and VPOP-Dial Access Service (an **SBC-13STATE** Frame Relay-based service) that rely on packetized technology and have the capability of supporting transmissions speeds of at least 56 kilobits per second in both directions. This definition of Advanced Services does not include:
 - 1.1.7.1 Data services that are not primarily based on packetized technology, such as ISDN,
 - 1.1.7.2 x.25-based and x.75-based packet technologies, or
 - 1.1.7.3 Circuit switched services (such as circuit switched voice grade service) regardless of the technology, protocols or speeds used for the transmission of such services.
- 1.1.8 **"Affiliate"** is As Defined in the Act.
- 1.1.9 **"Alternate Billing Service" (ABS)** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.
- 1.1.10 **AM-IL** - As used herein, **AM-IL** means the applicable **SBC**-owned ILEC doing business in Illinois.
- 1.1.11 **AM-IN** - As used herein, **AM-IN** means the applicable **SBC**-owned ILEC doing business in Indiana.
- 1.1.12 **AM-MI** - As used herein, **AM-MI** means the applicable **SBC**-owned doing business in Michigan.
- 1.1.13 **AM-OH** - As used herein, **AM-OH** means the applicable **SBC**-owned ILEC doing business in Ohio.
- 1.1.14 **AM-WI** - As used herein, **AM-WI** means the applicable **SBC**-owned ILEC doing business in Wisconsin.

- 1.1.15 **"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.
- 1.1.16 **"As Defined in the Act"** means as specifically defined by the Act.
- 1.1.17 **"As Described in the Act"** means as described in or required by the Act.
- 1.1.18 **"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.
- 1.1.19 **"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.
- 1.1.20 **"Bona Fide Request" (BFR)** is the process described in the applicable Appendix UNE.
- 1.1.21 **"Business Day"** means Monday through Friday, excluding holidays on which the applicable **SBC-** owned ILEC does not provision new retail services and products.
- 1.1.22 **"Busy Line Verification" (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.
- 1.1.23 **"CABS"** means the Carrier Access Billing System.
- 1.1.24 **"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.
- 1.1.25 **"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.
- 1.1.26 **"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.
- 1.1.27 **"Calling Name Information"** means a Telecommunications Carrier's records of its End Users names associated with one or more assigned ten-digit telephone numbers.
- 1.1.28 **"Calling Number Delivery"** means a feature that enables an End User to view the directory number of the calling party on a display unit.
- 1.1.29 **"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.
- 1.1.30 **"Central Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from CLEC's switch to an **SBC-13STATE** E911 Selective Router.
- 1.1.31 **"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.

- 1.1.32 **“Central office switch” (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:
- 1.1.32.1 **“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.
- 1.1.32.2 **“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.
- 1.1.33 **“Charge Number”** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.1.34 **“Claim”** means any pending or threatened claim, action, proceeding or suit.
- 1.1.35 **“CNAM Query”** means a Query that allows CLEC to query a Calling Name Database for Calling Name Information in order to deliver that information to CLEC’s local CNDS subscribers.
- 1.1.36 **“CNAM Query Rate”** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.
- 1.1.37 **“Collocation”** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.
- 1.1.38 **“Commercial Mobile Radio Services” (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.
- 1.1.39 **“Commission”** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **“Commissions”** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:
- 1.1.39.1 **the Arkansas Public Service Commission (AR-PSC);**
- 1.1.39.2 **Public Utilities Commission of the State of California (CA-PUC);**
- 1.1.39.3 **the Connecticut Department of Public Utility Control (DPUC);**
- 1.1.39.4 **the Illinois Commerce Commission (IL-CC);**
- 1.1.39.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
- 1.1.39.6 **the Kansas Corporation Commission (KS-CC);**
- 1.1.39.7 **the Michigan Public Service Commission (MI-PSC);**
- 1.1.39.8 **the Missouri Public Service Commission (MO-PSC);**
- 1.1.39.9 **the Public Utilities Commission of Nevada (NV-PUC);**
- 1.1.39.10 **the Public Utilities Commission of Ohio (PUC-OH);**
- 1.1.39.11 **the Oklahoma Corporation Commission (OK-CC);**
- 1.1.39.12 **the Public Utility Commission of Texas (PUC-TX); and**
- 1.1.39.13 **the Public Service Commission of Wisconsin (PSC-WI)**
- 1.1.40 **“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.
- 1.1.41 **“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.

- 1.1.42 **“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.
- 1.1.43 **“Customer Usage Data”** means the Telecommunications Services usage data of a CLEC End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC-13STATE** and forwarded to CLEC.
- 1.1.44 **“Custom Local Area Signaling Service Features” (CLASS)** means certain call-management service features that are currently available from **SBC-13STATE's** local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection
- 1.1.45 **“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.
- 1.1.46 **“Data Interexchange Carrier” (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the **SBC-13STATE** and CLECs interconnecting with its network. This reciprocal exchange of data enables **SBC-13STATE** and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.
- 1.1.47 **“Delaying Event”** means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 1.1.47.1 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;
 - 1.1.47.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 1.1.47.3 any Force Majeure Event.
- 1.1.48 **“Dialing Parity”** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.
- 1.1.49 **“Digital Signal Level”** is one of several transmission rates in the time-division multiplex hierarchy.
- 1.1.49.1 **“Digital Signal Level 0” (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.1.49.2 **“Digital Signal Level 1” (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
 - 1.1.49.3 **“Digital Signal Level 3” (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 1.1.50 **“Digital Subscriber Line” (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

- 1.1.51 **“Electronic File Transfer”** is any system or process that utilizes an electronic format and protocol to send or receive data files.
- 1.1.52 **“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.
- 1.1.53 **“Enhanced Service Provider” (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.
- 1.1.54 **“Exchange Access”** is As Defined in the Act.
- 1.1.55 **“Exchange Area”** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.1.56 **“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.
- 1.1.57 **“Exchange Service”** means Telephone Exchange Service, As Defined in the Act.
- 1.1.58 **“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.
- 1.1.59 **“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.
- 1.1.60 **“FCC”** means the Federal Communications Commission.
- 1.1.61 **“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.
- 1.1.62 **“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.
- 1.1.63 **“Governmental Authority”** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

- 1.1.64 **“Group Record”** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NXX-0/1XX.
- 1.1.65 **“Incumbent Local Exchange Carrier” (ILEC)** is As Defined in the Act.
- 1.1.66 **“Intellectual Property”** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 1.1.67 **“Integrated Digital Loop Carrier”** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.
- 1.1.68 **“Integrated Services Digital Network” (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).
- 1.1.69 **“Interconnection”** is As Defined in the Act.
- 1.1.70 **“Interconnection Activation Date”** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.
- 1.1.71 **“Interexchange Carrier” (IXC)** means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 1.1.72 **“InterLATA”** is As Defined in the Act.
- 1.1.73 **“Intermediate Distribution Frame” (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.
- 1.1.74 **“Internet Service Provider” (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.
- 1.1.75 **“IntraLATA Toll Traffic”** 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.
- 1.1.76 **“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.
- 1.1.77 **“LIDB Editor”** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.
- 1.1.78 **“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.
- 1.1.79 **“LIDB Service Applications”** means the query types accepted for access to LIDB information.
- 1.1.80 **“Line Record”** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

- 1.1.81 **“Local Access Transport Area” (LATA)** is As Defined in the Act.
- 1.1.82 **“Local Exchange Carrier” (LEC)** is As Defined in the Act.
- 1.1.83 **“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.
- 1.1.84 **“Local Calls”**, for purposes of intercarrier compensation, is traffic where wall calls are within the same common local and common mandatory local calling area, i.e., within the same or different SBC Exchange(s) that participate in the same common local mandatory local calling area approved by the applicable state Commission. Local Calls must actually originate and actually terminate to parties physically located within the same common local or common mandatory local calling area.
- 1.1.85 **“Local Interconnection Trunks/Trunk Groups”** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE “GR-317.
- 1.1.86 **“Local Loop Transmission”**, **“Unbundled Local Loop”**, **“Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the **SBC-13STATE** Serving Wire Center.
- 1.1.87 **“Local Number Portability”** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).
- 1.1.88 **“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.
- 1.1.89 **“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.
- 1.1.90 **“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).
- 1.1.91 **“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.
- 1.1.92 **“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.
- 1.1.93 **“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.

- 1.1.94 **“Multiple Bill/Single Tariff”** is a billing method used when Switched Exchange Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.
- 1.1.95 **“Mutual Compensation”** as defined in Appendix Reciprocal Compensation.
- 1.1.96 **“Network Data Mover” (NDM)** is an industry standard protocol for transferring information electrically.
- 1.1.97 **“Network Element”** is As Defined in the Act.
- 1.1.98 **NEVADA** – As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 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. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.
- 1.1.101 **“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 CLEC’s system(s) that originate SS7 messages, including LIDB Service Queries.
- 1.1.106 **PACIFIC** – As used here in, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.1.107 **“Party”** means either CLEC or the **SBC**-owned ILEC; use of the term “Party” includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement. **“Parties”** means both CLEC and the **SBC**-owned ILEC; use of the term “Parties” includes each of the **SBC**-owned ILEC(s) that is a party to this Agreement.
- 1.1.108 **“Permanent Number Portability” (PNP)** is a long term method of providing LNP using LRN.

- 1.1.109 **“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.
- 1.1.110 **“Physical Collocation”** is as defined in applicable Appendix Collocation or applicable tariff, where applicable.
- 1.1.111 **“Plain Old Telephone Service” (POTS)** means telephone service for the transmission of human speech.
- 1.1.112 **“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.
- 1.1.113 **“Port”** is the point of interface/access connection to the **SBC-13STATE** public switched network. This may be a switch line side interface or switch trunk side interface.
- 1.1.114 **“Rate Center Area”** means the following in each applicable area:
- 1.1.114.1 **SBC-AMERITECH**
- 1.1.114.1.1 **“Rate Center”** means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.
- 1.1.114.2 **NEVADA**
- 1.1.114.2.1 **“Rate Center”** denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in NV-PUC tariff A6.2.7.
- 1.1.114.3 **PACIFIC**
- 1.1.114.3.1 **“Rate Center”** denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.
- 1.1.114.4 **SNET**
- 1.1.114.4.1 **“Rate Center”** means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.
- 1.1.114.5 **SBC-SWBT**
- 1.1.114.5.1 **“Rate Center”** means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs.
- 1.1.115 **“Rating Point”** means the V&H coordinates associated with a particular telephone number for rating purposes.

- 1.1.116 **"Referral Announcement"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.
- 1.1.117 **"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.
- 1.1.118 **SBC Communications Inc. (SBC)** 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 d/b/a SBC 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.
- 1.1.119 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the **applicable SBC**-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.1.120 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.121 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.1.122 **SBC-10STATE** - As used herein, **SBC-10STATE** means an the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.123 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.124 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.1.125 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.1.126 **"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.
- 1.1.127 **"Service Management System" (SMS)** means an off-line system used to access, create, modify, or update information in a Database.
- 1.1.128 **"Service Provider Number Portability" (SPNP)** is synonymous with Permanent Number Portability "PNP".
- 1.1.129 **"Service Switching Point" (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.

- 1.1.130 **“Signaling System 7”** (SS7) means a signaling protocol used by the CCS Network.
- 1.1.131 **“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.
- 1.1.132 **“Sleuth”** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.
- 1.1.133 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.1.134 **“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).
- 1.1.135 **“State Abbreviation”** means the following:
- 1.1.135.1 “AR” means Arkansas
 - 1.1.135.2 “CA” means California
 - 1.1.135.3 “CT” means Connecticut
 - 1.1.135.4 “IL” means Illinois
 - 1.1.135.5 “IN” means Indiana
 - 1.1.135.6 “KS” means Kansas
 - 1.1.135.7 “MI” means Michigan
 - 1.1.135.8 “MO” means Missouri
 - 1.1.135.9 “NV” means Nevada
 - 1.1.135.10 “OH” means Ohio
 - 1.1.135.11 “OK” means Oklahoma
 - 1.1.135.12 “TX” means Texas
 - 1.1.135.13 “WI” means Wisconsin
- 1.1.136 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable SBC **owned** ILEC doing business in Arkansas.
- 1.1.137 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable SBC owned ILEC doing business in Kansas.
- 1.1.138 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable SBC owned ILEC doing business in Missouri.
- 1.1.139 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable SBC owned ILEC doing business in Oklahoma.
- 1.1.140 **SWBT-TX** – As used herein, **SWBT-TX** means the applicable SBC owned ILEC doing business in Texas.
- 1.1.141 **“Switched Access Detail Usage Data”** means a category 1101xx record as defined in the EMI Telecordia Practice BR 010-200-010.
- 1.1.142 **“Switched Exchange Access Service”** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

- 1.1.143 **“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.
 - 1.1.144 **“Tape Load Facility”** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.
 - 1.1.145 **“Telecommunications”** is As Defined in the Act.
 - 1.1.146 **“Telecommunications Carrier”** is As Defined in the Act.
 - 1.1.147 **“Telecommunications Service”** is As Defined in the Act.
 - 1.1.148 **“Telephone Exchange Service”** is As Defined in the Act.
 - 1.1.149 **“Telephone Toll Service”** is As Defined in the Act.
 - 1.1.150 **“Third Party”** means any Person other than a Party.
 - 1.1.151 **“Toll Billing Exception Service” (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.
 - 1.1.152 **“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).
 - 1.1.153 **“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.
 - 1.1.154 **“Trunk”** means a communication line between two switching systems.
 - 1.1.155 **“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.
 - 1.1.156 **“Wire Center”** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.
- 1.2 Definitions Applicable to **SBC-12STATE** Only
- 1.2.1 **“Main Distribution Frame” (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.
 - 1.2.2 **“Serving Wire Center” (SWC)** means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located.
 - 1.2.3 **“Universal Digital Loop Carrier” (UDLC)** describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.
- 1.3 Definitions Applicable to **SBC-7STATE** Only
- 1.3.1 **“Line Side”** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone

station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.4 Definitions Applicable to **SBC-AMERITECH** Only

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

2. **INTERPRETATION, CONSTRUCTION AND SEVERABILITY**

2.1 Definitions

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

2.2 Headings Not Controlling

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

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

2.3 Referenced Documents

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

2.4 References

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

2.5 Tariff References

- 2.5.1 Wherever any Commission ordered 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.
- 2.5.3 Wherever the term “customer” is used in connection with **SBC-SWBT’s** retail tariffs, the term “customer” means the ultimate “consumer” or the “end user” of any tariffed service.

2.6 Conflict in Provisions

- 2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.
- 2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.
- 2.6.3 In **SNET** only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with **SNET**, such DPUC-ordered tariffs will prevail.

2.7 Joint Work Product

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

2.8 Severability

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

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each Interconnection, Resale

Service, Network Element, function, facility, product or service provided hereunder; definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; assurance of payment; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; hazardous substances and responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; customer inquiries; expenses; conflict of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

2.10 Non-Voluntary Provisions

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

2.11 State-Specific Rates, Terms and Conditions

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

execute an amendment to this Agreement within sixty (60) calendar days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

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

2.12.1.1 the specific operating area(s) or portion thereof in which **SBC-13 STATE** is then deemed to be the ILEC under the Act (the "**ILEC Territory**"), and

2.12.1.2 assets that **SBC-13STATE** owns or leases and which are used in connection with **SBC-13STATE**'s provision to CLEC of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "**ILEC Assets**").

2.13 Affiliates

2.13.1 These General Terms and Conditions and all attachments and Appendices hereto (this Agreement), including subsequent amendments, if any, shall bind **SBC-13STATE**, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between **SBC-13STATE** and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein until either **SBC-13STATE** or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supercede a currently effective interconnection agreement between any such CLEC Affiliate and **SBC-13STATE** until the expiration of such other agreement.

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 Upon approval by the Commission, CLEC agrees to begin providing Telephone Exchange Service within its certificated service area to business End Users within _____ calendar days and to residential End Users within _____ calendar days.

4.2 **SBC-12STATE** and CLEC shall each use their best efforts to meet the Interconnection Activation Dates.

4.3 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **SBC-13STATE**'s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

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

- 4.5 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 4.6 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.
 - 4.6.1 **PACIFIC** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in **PACIFIC**'s LIDB.
 - 4.6.2 **NEVADA** does not have a line information database and/or Calling Name database. Line Information Database services can be purchased from **PACIFIC**.
- 4.7 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:
 - 4.7.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
 - 4.7.2 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.
 - 4.7.3 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.
 - 4.7.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.
 - 4.7.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.
 - 4.7.6 Each Party agrees to provide the other Party with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.
 - 4.7.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
 - 4.7.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and
 - 4.7.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

- 4.7.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 4.7.8 This Section 4.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.
- 4.8 Upon CLEC signature of this Agreement, CLEC shall provide **SBC-13STATE** with CLEC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.
- 4.9 In the event that CLEC 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 CLEC identifier (collectively, a "**CLEC Change**"), CLEC shall submit written notice to **SBC-13STATE** within thirty (30) calendar days of the first action taken to implement such CLEC Change. A CLEC may make one (1) CLEC Change in any twelve (12) month period without charge by **SBC-13STATE** for updating its databases, systems, and records solely to reflect such CLEC Change. In the event of any other CLEC Change, SBC-13STATE reserves the right to seek recovery of the costs associated with updating the applicable **SBC-13STATE** databases, systems, and records to reflect the CLEC Change. Notwithstanding the above, for each CLEC Change the CLEC shall pay any applicable charges associated with recording and otherwise updating any CLEC branding or announcement(s), and any applicable charges associated with any service orders or requests submitted to **SBC-13STATE** to make the CLEC Change.
- 4.10 When a End User changes its service provider from **SBC-13STATE** to CLEC or from CLEC to **SBC-13STATE** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement ("**Referral Announcement**") on the original telephone number that specifies the End User's new telephone number.
- 4.10.1 The following pertains to **AM-IL**, **AM-WI** and **PACIFIC** only:
- 4.10.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10.2 The following applies to **AM-IN** only:
- 4.10.2.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(I)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.10.3 The following applies to **AM-MI** only:
- 4.10.3.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

- 4.10.4 The following applies to **AM-OH** only:
- 4.10.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.
- 4.11 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.12 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 In **SBC-13STATE**, with the exception of **AM-OH**, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In **AM-OH**, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.
- 5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on March 16, 2004, provided; however, should CLEC implement (i.e. provided assurance of payment, ordered facilities, and submitted ASRs for trunking) this Agreement within six (6) months of the Effective Date, then this Agreement will automatically renew for one additional year and expire on March 16, 2005 (the "**Term**"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.
- 5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.
- 5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.
- 5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:
- 5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and

- 5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;
- 5.5.3 Each Party's confidentiality obligations shall survive; and
- 5.5.4 Each Party's indemnification obligations shall survive.
- 5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, CLEC shall have ten (10) calendar days to provide **SBC-13STATE** written confirmation if CLEC wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. CLEC shall identify the action to be taken on each applicable (13) state(s). If CLEC wishes to pursue a successor agreement with **SBC-13STATE**, CLEC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with **SBC-13STATE** under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of CLEC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement.
- 5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request; 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.
- 5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), CLEC withdraws its Section 252(a)(1) request, CLEC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that CLEC does not wish to pursue a successor agreement with **SBC-13STATE** for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect until the later of: 1) the expiration of the term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provides notice of withdrawal of its Section 252(a)(1) request. If the Term of this Agreement has expired, on the earlier of (i) the ninety-first (91st) calendar day following **SBC-13STATE**'s receipt of CLEC's notice of withdrawal of its Section 252(a)(1) request or (ii) the effective date of the agreement following approval by the Commission of the adoption of an agreement under 252(i), the Parties shall, have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.9 If CLEC does not affirmatively state that it wishes to pursue a successor agreement with **SBC-13STATE** in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of the SBC-owned ILEC's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect until the later of 1) the expiration of the Term of this Agreement, or 2) the expiration of ninety (90) calendar days after the date CLEC provided or received notice of expiration or termination. If the Term of this Agreement has expired, on the ninety-first (91st) day following CLEC provided or received notice of expiration or termination, the Parties shall have no further obligations under this Agreement except those set forth in Section 5.5 of this Agreement.
- 5.10 In the event of termination of this Agreement pursuant to Section 5.9, **SBC-13STATE** and CLEC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that CLEC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its End Users have been transitioned to a new LEC by the expiration date or termination date of this Agreement.

6. END USER FRAUD

- 6.1 **SBC-13STATE** shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing 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 **SBC-AMERITECH, SBC-SWBT, PACIFIC, SNET** will provide notification messages to CLEC on suspected occurrences of ABS-related fraud on CLEC accounts stored in the applicable LIDB. **PACIFIC** will provide such alert messages by e-mail. **SBC-AMERITECH, SBC-SWBT and SNET** will provide via fax.
- 6.4.1 **SBC-SWBT (on behalf of itself and SNET) and PACIFIC** will use a Sleuth system to determine suspected occurrences of ABS-related fraud for CLEC using the same criteria **SBC-SWBT and PACIFIC** use to monitor fraud on their respective accounts.
- 6.4.2 CLEC understands that Sleuth alerts only identify potential occurrences of fraud. CLEC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. CLEC understands and agrees that it will also need to determine what, if any, action CLEC should take as a result of a 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.
- 6.4.4 For each alert notification provided to CLEC, CLEC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. CLEC may request up to three reports per alert.
- 6.5 In **SBC-SWBT and PACIFIC** ABS-related alerts are provided to CLEC at no additional charge, except as related in 6.6 below.
- 6.5.1 In **PACIFIC**, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, CLEC agrees to pay a recurring usage rate as outlined in Appendix Pricing.
- 6.6 Traffic Alert Referral Service ("TARS") 1+ Intra-LATA Toll Fraud Monitoring
- 6.6.1 For terms and conditions for TARS, see Appendix Resale.
- 6.6.2 TARS is offered in **PACIFIC** only.

7. ASSURANCE OF PAYMENT

- 7.1 Upon request by **SBC-13STATE**, CLEC will provide **SBC-13STATE** with adequate assurance of payment of amounts due (or to become due) to **SBC-13STATE**.
- 7.2 Assurance of payment may be requested by **SBC-12STATE** if:
- 7.2.1 at the Effective Date CLEC had not already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to **SBC-13STATE** for charges incurred as a CLEC; or

- 7.2.2 in **SBC-12STATE**'s reasonable judgment, at the Effective Date or at any time thereafter, there has been an impairment of the established credit, financial health, or credit worthiness of CLEC. Such impairment will be determined from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about CLEC that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems; or
 - 7.2.3 CLEC fails to timely pay a bill rendered to CLEC by **SBC-12STATE** (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which CLEC has complied with all requirements set forth in Section 9.3); or
 - 7.2.4 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 7.3 Unless otherwise agreed by the Parties, the assurance of payment will, at **SBC-12STATE**'s option, consist of
- 7.3.1 a cash security deposit in U.S. dollars held by **SBC-12STATE** ("Cash Deposit") or
 - 7.3.2 an unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to **SBC-12STATE** naming the SBC owned ILEC(s) designated by **SBC-12STATE** as the beneficiary(ies) thereof and otherwise in form and substance satisfactory to **SBC-12STATE** ("Letter of Credit").
 - 7.3.3 The Cash Deposit or Letter of Credit must be in an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by **SBC-12STATE**, for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by **SBC-12STATE** under this Agreement.
 - 7.3.3.1 Notwithstanding anything else set forth in this Agreement, **SBC-SWBT** will not request assurance of payment of charges reasonably anticipated by **SBC-SWBT** to be incurred in Arkansas in an amount that would exceed one (1) month's projected bill for CLEC's initial market entry; provided, however, that after three (3) months of operation, **SBC-SWBT** may request assurance of payment of charges reasonably anticipated by **SBC-SWBT** to be incurred in Arkansas in an amount not to exceed two times projected average monthly billing to CLEC.
 - 7.3.3.2 Notwithstanding anything else set forth in this Agreement, **SBC-SWBT** will not request assurance of payment of charges reasonably anticipated by **SBC-SWBT** to be incurred in Oklahoma in an amount that would exceed two times projected average monthly billing to CLEC.
- 7.4 To the extent that **SBC-12STATE** elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 7.5 A Cash Deposit will accrue interest at the rate of six percent (6%) simple interest per annum. Interest will accrue on a Cash Deposit from the day after it is received by **SBC-12STATE** through the day immediately prior to the date the Cash Deposit is credited to CLEC's bill(s) or returned to CLEC. **SBC-12STATE** will not pay interest on a Letter of Credit.
- 7.6 **SBC-12STATE** may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:

- 7.6.1 CLEC owes **SBC-12STATE** undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
- 7.6.2 CLEC admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
- 7.6.3 The expiration or termination of this Agreement.
- 7.7 If **SBC-12STATE** draws on the Letter of Credit or Cash Deposit, upon request by **SBC-12STATE**, CLEC will provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 7.3.
- 7.8 Notwithstanding anything else set forth in this Agreement, if **SBC-12STATE** makes a request for assurance of payment in accordance with the terms of this Section, then **SBC-12STATE** shall have no obligation thereafter to perform under this Agreement until such time as CLEC has furnished **SBC-12STATE** with the assurance of payment requested; provided, however, that **SBC-12STATE** will permit CLEC a minimum of ten (10) Business Days to respond to a request for assurance of payment before invoking this Section.
 - 7.8.1 If CLEC fails to furnish the requested adequate assurance of payment on or before the date set forth in the request, **SBC-12STATE** may also invoke the provisions set forth in Section 9.5 through Section 9.7.
- 7.9 The fact that a Cash Deposit or Letter of Credit is requested by **SBC-12STATE** shall in no way relieve CLEC from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 7.10 For adequate assurance of payment of amounts due (or to become due) to **SNET**, see the applicable DPUC ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

- 8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.
 - 8.1.1 Remittance in full of all bills rendered by **SBC-AMERITECH**, **SBC-SWBT** and **PACIFIC** is due within thirty (30) calendar days of each bill date (the "**Bill Due Date**"). Payment must be made in accordance with the terms set forth in Section 8.3 of this Agreement.
 - 8.1.2 Remittance in full of all bills rendered by **NEVADA** is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the "**Bill Due Date**."
 - 8.1.3 Remittance in full of all bills rendered by **SNET** is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the "**Bill Due Date**."
 - 8.1.4 Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the "**Bill Due Date**").

- 8.1.5 If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to **SBC-12STATE** as of the Bill Due Date (individually and collectively, “**Past Due**”), then a late payment charge will be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.
- 8.1.5.1 If any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than the **SBC-SWBT** Customer Records Information System (CRIS) is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable **SBC-8STATE** intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any **SBC-8STATE** billing system other than **SBC-SWBT**'s CRIS will comply with the process set forth in the applicable **SBC-8STATE** intrastate access services tariff for that state.
- 8.1.5.2 If any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied to **SBC-SWBT** CRIS-billed Past Due unpaid amounts will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-SWBT** intrastate retail tariff governing Late Payment Charges to **SBC-SWBT**'s retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of **SBC-SWBT**'s CRIS will be governed by the **SBC-SWBT** intrastate retail tariff governing Late Payment Charges to **SBC-SWBT**'s retail End Users that are business End Users in that state.
- 8.1.5.3 If any charge incurred under this Agreement that is billed out of any **SBC-AMERITECH** billing system is Past Due, the unpaid amounts will accrue interest from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available.
- 8.2 If any charge incurred by **SBC-13STATE** under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable **SBC-13STATE** intrastate access services tariff for that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.
- 8.3 CLEC shall make all payments to **SBC-12STATE** via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SBC-12STATE**. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX transaction set. CLEC and **SBC-12STATE** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by **SBC-12STATE** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SBC-12STATE** is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.

- 8.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. CLEC is responsible for any Late Payment Charges resulting from CLEC's failure to use electronic funds credit transfers through the ACH network.
- 8.3.2 CLEC must make all payments to **SNET** in "immediately available funds." All payments to **SNET** must be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the DPUC or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by **SNET**. If CLEC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If CLEC makes payment through funds transfer via the ACH network, CLEC must use the CCD+ or the CTX transaction set. CLEC and **SNET** will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment must be received by **SNET** no later than the Bill Due Date of each bill or Late Payment Charges will apply. **SNET** is not liable for any delays in receipt of funds or errors in entries caused by CLEC or Third Parties, including CLEC's financial institution. CLEC is responsible for its own banking fees.
- 8.4 If any portion of an amount due to a Party (the "**Billing Party**") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "**Non-Paying Party**") must, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("**Disputed Amounts**") and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:
 - 8.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;
 - 8.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and
 - 8.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH (credit transactions) (electronic funds) transfers.
 - 8.4.4 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 in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:
 - 8.4.4.1 The escrow account must be an interest bearing account;
 - 8.4.4.2 all charges associated with opening and maintaining the escrow account will be borne by the disputing Party;
 - 8.4.4.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
 - 8.4.4.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
 - 8.4.4.5 disbursements from the escrow account will be limited to those:
 - 8.4.4.5.1 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); or
 - 8.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or

- 8.4.4.5.3 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.
- 8.5 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 8.1.5.
- 8.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.
- 8.7 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
- 8.7.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
- 8.7.1.1 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
- 8.7.1.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
- 8.7.1.3 no later than the third Bill Due Date after the resolution of the dispute, the Non-Paying Party will pay the Billing Party the difference between the amount of accrued interest the Billing Party received from the escrow disbursement and the amount of Late Payment Charges the Billing Party is entitled to receive pursuant to Section 8.1.5.
- 8.8 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 8.7.3 and Section 8.7.4 are completed within the times specified therein.
- 8.8.1 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.7 shall be grounds for termination of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services provided under this Agreement.
- 8.9 If either Party requests one or more additional copies of a bill, the requesting Party will pay the Billing Party a reasonable fee for each additional copy, unless such copy was requested due to failure in delivery of the original bill or correction(s) to the original bill.
- 8.9.1 Each additional copy of any bill provided for billing from **SBC-SWBT**'s CABS billing system will incur charges as specified in Access Service Tariff FCC No. 73 Section 13 Alternate Bill Media.
- 8.9.2 Bills provided to CLEC from **SBC-SWBT**'s CRIS system through Bill Plus will incur charges as specified in Appendix Pricing.
- 8.10 Exchange of Billing Message Information
- 8.10.1 **SBC-13STATE** will provide CLEC a specific Daily Usage File ("DUF" or "Usage Extract") for Resale Services and Network Element usage sensitive services provided hereunder ("Customer Usage Data"). Such Customer Usage Data will be provided by **SBC-13STATE** in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each SBC owned ILEC. The DUF will include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that

similar usage sensitive information is provided to retail End Users of **SBC-13STATE** within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by **SBC-13STATE** in connection with Resale Services and Network Elements provided by **SBC-13STATE**. Procedures and processes for implementing the interfaces with **SBC-AMERITECH**, **PACIFIC**, **NEVADA**, **SNET**, and **SBC-SWBT** will be included in implementation requirements documentation.

- 8.10.2 To establish file transmission for the Daily Usage File, CLEC must provide a separate written request for each state to **SBC-AMERITECH**, **PACIFIC**, **NEVADA**, **SNET** and **SBC-SWBT** no less than sixty (60) calendar days prior to the desired first transmission date for each file.
- 8.10.3 Unless otherwise specified in Appendix Message Exchange, call detail for LEC-carried calls that are alternately billed to CLEC End Users lines provided by **SBC-13STATE** through Resale or Network Elements will be forwarded to CLEC as rated call detail on the DUF.
- 8.10.4 **SBC-SWBT** will bill CLEC for Usage Extract furnished by **SBC-SWBT** in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."
- 8.10.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to **SBC-13STATE** for billing, which would otherwise be processed by **SBC-13STATE** for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when **SBC-13STATE** records the message.
- 8.10.6 **SBC-AMERITECH**, **NEVADA** and **PACIFIC** Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states are subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.
- 8.10.7 CLEC is 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 If a Party is furnished Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.
- 9.2 Failure to pay charges shall be grounds for disconnection of Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("**Unpaid Charges**"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges.
 - 9.2.1 **AM-IN** will also provide any written notification to the Indiana Utility Regulatory Commission as required by rule 170 IAC 7-6.
 - 9.2.2 **SWBT-KS** will also provide any written notification to the Kansas Corporation Commission as required by Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
 - 9.2.3 **SWBT-MO** will also provide any written notification to the Missouri Public Service Commission as required by Rule 4 CSR 240-32.120.

- 9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of the Billing Party's notice of Unpaid Charges:
- 9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("**Disputed Amounts**") and the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and
 - 9.3.2 pay all undisputed Unpaid Charges to the Billing Party; and
 - 9.3.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.4; and
 - 9.3.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.4 is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 10.
- 9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.
- 9.5 **SBC-12STATE**
- 9.5.1 If the Non-Paying Party fails to (a) pay any undisputed Unpaid Charges in response to the Billing Party's Section 9.2 notice, (b) deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 within the time specified in Section 9.3, (c) timely furnish any assurance of payment requested in accordance with Section 7 or (d) make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in (a) through (d) of this Section within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:
 - 9.5.1.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or
 - 9.5.1.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.
 - 9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 9.5.1, Section 9.5.1.1 and Section 9.5.1.2:
 - 9.5.2.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
 - 9.5.2.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure.

9.6 **SBC-AMERITECH only**

- 9.6.1 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,
- 9.6.1.1 cancel any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
 - 9.6.1.2 discontinue providing any Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.
 - 9.6.1.2.1 Notwithstanding any inconsistent provisions in this Agreement, discontinuance of service by **AM-IN** will comply with Indiana Utility Regulatory Commission rule 170 IAC 7-6.
 - 9.6.1.2.2 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of discontinuance of service.
 - 9.6.1.2.3 Additional charges may become applicable under the terms of this Agreement following discontinuance of service.

9.7 **SBC-7STATE only**

- 9.7.1 Any demand provided by **SBC-7STATE** to CLEC under Section 9.5.1 will further specify that upon disconnection of CLEC, **SBC-7STATE** will cause CLEC's End Users that are provisioned through Resale Services to be transferred to **SBC-7STATE** local service.
- 9.7.1.1 A copy of the demand provided to CLEC under Section 9.7.1 will be provided to the Commission.
- 9.7.2 If the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 9.5.1 of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law,
- 9.7.2.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and
 - 9.7.2.2 disconnect any Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services furnished under this Agreement.
 - 9.7.2.2.1 Notwithstanding any inconsistent provisions in this Agreement, disconnection of service by **SWBT-KS** will comply with Kansas Corporation Commission Order Number 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.7.3 On the same date that Resale Services to CLEC are disconnected, **SBC-7STATE** will transfer CLEC's End Users provisioned through Resale Services to **SBC-7STATE**'s local service. To the extent available at retail from **SBC-7STATE**, the Resale End Users transferred to **SBC-7STATE**'s local service will receive the same services that were provided through CLEC immediately prior to the time of transfer; provided, however, **SBC-7STATE** reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.
- 9.7.3.1 Notwithstanding any inconsistent provisions in this Agreement, the transfer of Resale End Users to **SWBT-MO** will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.
 - 9.7.3.2 **SBC-7STATE** will inform the Commission of the names of all Resale End Users transferred through this process.

- 9.7.3.3 Conversion charges and service establishment charges for transferring Resale End Users to **SBC-7STATE** as specified in Section 9.7.3 will be billed to CLEC.
- 9.7.3.4 The Billing Party has no liability to the Non-Paying Party or its End Users in the event of disconnection of service in compliance with Section 9.7.2. **SBC-7STATE** has no liability to CLEC or CLEC's End Users in the event of disconnection of service to CLEC and the transfer of any Resale End Users to **SBC-7STATE** local service in connection with such disconnection.
- 9.7.4 Within five (5) calendar days following the transfer, **SBC-7STATE** will notify each transferred Resale End User that because of CLEC's failure to pay **SBC-7STATE**, the End User's local service is now being provided by **SBC-7STATE**. This notice will also advise each transferred Resale End User that the End User has thirty (30) calendar days from the date of transfer to select a new Local Service Provider.
 - 9.7.4.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Missouri Resale End Users will comply with Missouri Public Service Commission Rule 4 CSR 240-32.120.
 - 9.7.4.1.1 Notwithstanding any inconsistent provisions in this Agreement, notice of transfer to Kansas Resale End Users will comply with Kansas Corporation Commission Order No. 5 (dated March 25, 2002) in Docket 01-GIMT-649-GIT.
- 9.7.5 The transferred Resale End User shall be responsible for any and all charges incurred during the selection period other than those billed to CLEC under Section 9.7.3.3.
- 9.7.6 If any Resale End User transferred to **SBC-7STATE**'s local service under Section 9.7.3 of this Agreement fails to select a new Local Service Provider within thirty (30) calendar days of the transfer, **SBC-7STATE** may terminate the transferred Resale End User's service.
 - 9.7.6.1 **SBC-7STATE** will notify the Commission of the names of all transferred Resale End Users whose local service was terminated pursuant to Section 9.7.5.
 - 9.7.6.2 Nothing in this Agreement shall be interpreted to obligate **SBC-7STATE** to continue to provide local service to any transferred Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights **SBC-7STATE** has with regard to such transferred Resale End Users under Applicable Law; provided, however,
 - 9.7.6.2.1 in **PACIFIC** only, following expiration of the selection period and disconnection of such transferred Resale End Users, where facilities permit, **PACIFIC** will furnish transferred and subsequently disconnected local residential End Users with "quick dial tone."
- 9.8 **SNET** only
 - 9.8.1 For nonpayment and procedures for disconnection for **SNET**, see the applicable DPUC ordered tariff.

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 Service Center (**SBC-AMERITECH**), LSC (**SBC-7STATE**) or LEC-C (**SNET**);

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 a CLEC dispute relates to billing, then the procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center [**SBC-AMERITECH** Service Center; **SBC-7STATE** Local Service Center (**LSC**); **SNET** Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, CLEC shall furnish **SBC-13STATE** written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that CLEC disputes the billed amount. To be deemed a "dispute" under this Section 10.4, CLEC must provide evidence that it has either paid the disputed amount or established an interest bearing escrow account that complies with the requirements set forth in Section 8.4 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 CLEC's irrevocable and full waiver of its right to dispute the subject charges.

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

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

10.4.4 Any notice of Disputed Amounts given by **SBC-13STATE** to CLEC pursuant to Section 10.3 shall furnish CLEC written notice of: (i) the date of the bill in question, (ii) the account number or other

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

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

10.5 Informal Resolution of Disputes

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

10.6 Formal Dispute Resolution

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

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

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

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

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

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

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

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

10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Dallas, Texas (SBC-SWBT); Chicago, Illinois (SBC-AMERITECH), San Francisco, California (PACIFIC); Reno, Nevada (NEVADA); or New Haven, Connecticut (SNET), 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.

11. **AUDITS – Applicable in SBC-12STATE only**

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

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

Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

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

- 11.2.3 **SNET** shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to CLEC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to **SNET** by CLEC, the underpayment shall be reflected in CLEC's invoice for the first full billing cycle after the audit report is issued. **SNET** will not be entitled to recover interest on any underbilling to CLEC revealed by the audit for the time preceding the amount appearing on CLEC's bill from **SNET**, however, **SNET** shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and CLEC shall pay interest for the number of calendar days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to **SNET**.

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 **SBC-13STATE** or CLEC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.
- 13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.

- 13.4 Neither CLEC nor **SBC-13STATE** shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 14 to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party ("**Indemnifying Party**") hereby releases and holds harmless the other Party ("**Indemnitee**") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.
- 13.5 **SBC-13STATE** shall not be liable for damages to an End User's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by **SBC-13STATE**'s gross negligence or willful misconduct. **SBC-13STATE** does not guarantee or make any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.
- 13.6 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided by CLEC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.
- 13.7 **SBC-13STATE** shall not be liable to CLEC, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service.
- 13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, 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 others retained by such Parties.
- 14.2 Except as otherwise expressly provided herein or in specific appendices, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "**Indemnifying Party**") shall release, defend and indemnify the other Party (the "**Indemnified Party**") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("**Fault**") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection, Resale Services, 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 CLEC acknowledges that its right under this Agreement to Interconnect with **SBC-13STATE**'s network and to unbundle and/or combine **SBC-13STATE**'s Network Elements (including combining with CLEC's Network Elements) may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.

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

13STATE will cooperate with CLEC in prosecuting a claim against the person causing such damage. CLEC shall be subrogated to the right of recovery by **SBC-13STATE** for the damages to the extent of such payment.

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

14.8 Indemnification Procedures

- 14.8.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
- 14.8.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- 14.8.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 14.8.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 14.8.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 14.8.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 14.8.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 14.8.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no

settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

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

15. PERFORMANCE MEASURES

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

16. INTELLECTUAL PROPERTY

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

17. NOTICES

- 17.1 Subject to Section 17.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be
- 17.1.1 delivered personally;
 - 17.1.2 delivered by express overnight delivery service;
 - 17.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or
 - 17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17.
 - 17.1.5 Notices will be deemed given as of the earliest of:
 - 17.1.5.1 the date of actual receipt,
 - 17.1.5.2 the next Business Day when sent via express overnight delivery service,
 - 17.1.5.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or
 - 17.1.5.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT	SBC-13STATE CONTACT
NAME/TITLE	Jenna Brown	Contract Administration ATTN: Notices Manager
STREET ADDRESS	88 Rowland Way	311 S. Akard, 9 th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Navato, California 94945	Dallas, TX 75202-5398
FACSIMILE NUMBER	202-238-7701	214-464-2006

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

17.2 **SBC-13STATE** communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

17.3 In the **SBC-13STATES**, Accessible Letter notification will be via electronic mail (“e-mail”) distribution. Accessible Letter notification via e-mail will be deemed given as of the date set forth on the e-mail message.

17.4 In **SBC-13STATE**, CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

17.5 In **SBC-13STATE**, CLEC shall submit a completed Accessible Letter Recipient Change Request Form to the individual specified on that form to designate in writing each individual's e-mail address to whom CLEC requests Accessible Letter notification be sent. CLEC shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any CLEC recipient of Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by **SBC-13STATE**. SBC may, at its discretion, change the process by which the CLEC provides Accessible Letter recipient information. Changes to this process will be developed through the CLEC User Forum process and will be implemented only with the concurrence of the CLEC User Forum Global Issues group.

17.6 **SBC-SWBT only:**

17.6.1 **SBC-SWBT** shall provide a toll free facsimile number to CLEC for the submission of requests for Resale Services and Network Elements under this Agreement; CLEC shall provide **SBC-SWBT** with a toll free facsimile number for notices from **SBC-SWBT** relating to requests for Resale Services and Network Elements under this Agreement.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

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

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

19. NO LICENSE

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

20. CONFIDENTIALITY

- 20.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.
- 20.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that:
- 20.2.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or
 - 20.2.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or
 - 20.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
 - 20.2.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
 - 20.2.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or
 - 20.2.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or
 - 20.2.7 Is required to be made public or disclosed by the Receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

21. INTERVENING LAW

- 21.1 This Agreement is entered into as a result of both private negotiations between the Parties and the incorporation of some of the results of arbitration by the Commissions. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp.*

v. Iowa Utilities Bd., 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999) and on appeal to and remand by the United States Supreme Court, *Verizon v. FCC, et. al*, 535 U.S. ___ (2002). The Parties further acknowledge that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98. The Parties further 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 Intercarrier Compensation Order") which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). By executing this Agreement and any Amendments to such Agreement and carrying out the rates, terms and conditions herein, **SBC-13STATE** does not waive any of its legal rights, and expressly reserves all of its rights, remedies and arguments, including but not limited to those related to any of the foregoing decisions or proceedings or any remands thereof, including its right to seek legal review or a stay pending appeal of such decisions and its rights under this Intervening Law paragraph. Notwithstanding anything to the contrary in this Agreement, these rights also include but are not limited to **SBC-13STATE**'s right to exercise its option at any time in the future to adopt on a date specified by **SBC-13STATE** the FCC 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.

22. GOVERNING LAW

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

23. REGULATORY APPROVAL

- 23.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.
- 23.2 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.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 Applies to SBC-12STATE only

- 24.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.
- 24.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service, and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.
- 24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), **SBC-12STATE** is free to reclaim the unbundled Network Element facilities for use by another End User and is free to issue service orders required to reclaim such facilities.
- 24.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission.

24.2 Applies to SNET only

- 24.2.1 The Parties agree that CLEC will not submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in its applicable rules and regulations. **SNET's** wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.
- 24.2.2 The Parties agree to the re-use of existing network facilities when an End User changes its provider of local exchange service and the network facilities are provided by the same network provider.

25. COMPLIANCE AND CERTIFICATION

- 25.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 25.2 Each Party warrants that it has obtained all necessary state certification required in each state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.
- 25.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 25.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

26. LAW ENFORCEMENT

- 26.1 **SBC-12 STATE** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:
 - 26.1.1 Intercept Devices:
 - 26.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.
 - 26.1.2. Subpoenas:
 - 26.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.
 - 26.1.3 Emergencies:
 - 26.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.
- 26.2 **SNET** and CLEC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:
 - 26.2.1 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities as required by law, the Telecommunications Services and related information provided by each of the Parties in Connecticut.

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

- 27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

29. ASSIGNMENT

- 29.1 CLEC may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of **SBC-13STATE**; provided that CLEC may assign or transfer this Agreement to its Affiliate by providing ninety (90) calendar days' prior written notice to **SBC-13STATE** of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, CLEC may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with **SBC-13STATE** under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted is void ab initio.
- 29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by **SBC-13STATE** pursuant to this Section 29, CLEC agrees that any change, modification or other activity required for **SBC-13STATE** to accommodate or recognize the successor to or assignee of CLEC shall be a CLEC Change and shall be subject to Section 4.9.
- 29.3 If during the Term, **SBC-13STATE** sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, **SBC-13STATE** shall provide CLEC not less than ninety (90) calendar days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, CLEC acknowledges that **SBC-13STATE** shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that CLEC must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

30. SUBCONTRACTING

- 30.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 30.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 30.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 30.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 30.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

31. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

- 31.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law.
- 31.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, **SBC-13STATE** shall, at CLEC's request, indemnify, defend, and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**, or (iii) the presence at the work location of an Environmental Hazard for which **SBC-13STATE** is responsible under Applicable Law or a Hazardous Substance introduced into the work location by **SBC-13STATE** or any person acting on behalf of **SBC-13STATE**.
- 31.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, CLEC shall, at **SBC-13STATE**'s request, indemnify, defend, and hold harmless **SBC-13STATE**, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by CLEC or any person acting on behalf of CLEC, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by CLEC or any person acting on behalf of CLEC, or (iii) the presence at the work location of an Environmental Hazard for which CLEC is responsible under Applicable Law or a Hazardous Substance introduced into the work location by CLEC or any person acting on behalf of CLEC.

- 31.4 For the purposes of this agreement, "Hazardous Substances" means 1) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, 2) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or 3) asbestos and asbestos containing material in any form, and 4) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.
- 31.5 For the purposes of this agreement, "Environmental Hazard" means 1) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, 2) asbestos containing materials, or 3) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 31.6 For the purposes of this agreement, "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, or other movement into 1) the work location, or 2) other environmental media, including but not limited to, the air, ground or surface water, or soil.

32. FORCE MAJEURE

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

33. TAXES

- 33.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.
- 33.2 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.
- 33.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 33.4 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; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.
- 33.5 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.
- 33.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 33.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.
- 33.8 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset

of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

- 33.9 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.

34. NON-WAIVER

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

35. NETWORK MAINTENANCE AND MANAGEMENT

- 35.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 35.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 35.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 35.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 35.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 35.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of **SBC-13STATE**, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other

carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

36. SIGNALING

- 36.1 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 CLEC and **SBC-13STATE**, the rates, terms, and conditions of Appendix SS7 will apply.
- 36.2 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.

37. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

- 37.1 CLEC will not send to **SBC-13STATE** local traffic that is destined for the network of a Third Party unless CLEC has the authority to exchange traffic with that Third Party.

38. CUSTOMER INQUIRIES

- 38.1 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.
- 38.2 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:
 - 39.2.1 Provide the number described in Section 39.1 to callers who inquire about the other Party's services or products; and
 - 39.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.
- 38.3 Except as otherwise provided in this Agreement, CLEC shall be the primary point of contact for CLEC's End Users with respect to the services CLEC provides such End Users.
- 38.4 CLEC acknowledges that **SBC-13STATE** may, upon End User request, provide services directly to such End User similar to those offered to CLEC under this Agreement.

39. EXPENSES

- 39.1 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.

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

40. CONFLICT OF INTEREST

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

41. SURVIVAL

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

42. SCOPE OF AGREEMENT

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

43. AMENDMENTS AND MODIFICATIONS

- 43.1 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. **SBC-12STATE** and CLEC shall each be responsible for its share of the publication expense (i.e. filing fees, delivery and reproduction expense, and newspaper notification fees), to the extent publication is required for filing of an amendment by a specific state.
- 43.2 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.

44. APPENDICES INCORPORATED BY REFERENCE

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

44.1.1 **SBC-13STATE** shall provide to CLEC access to Poles, Conduits and Rights of Ways pursuant to the applicable Appendix ROW, which is/are attached hereto and incorporated herein by reference.

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

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

44.3 DATABASE ACCESS

44.3.1 **SBC13STATE** shall provide to CLEC 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.

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

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

44.4.2 **SBC12STATE** shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

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

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

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

44.6.1 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.

44.7 OTHER SERVICES

44.7.1 911 and E911 Services

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

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

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

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

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

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

44.7.2 AIN

44.7.2.1 One or more of the ILECs making up **SBC-13STATE** 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 CLEC, and where technically feasible, **SBC-13STATE** will provide CLEC with access to **SBC-13STATE**'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.

44.7.3 Directory Assistance (DA)

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

44.7.4 Hosting

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

44.7.5 Operator Services (OS)

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

44.7.6 Signaling System 7 Interconnection

44.7.6.1 At CLEC's request, **SBC-13STATE** shall perform SS7 interconnection services for CLEC pursuant to the applicable Appendix SS7, which **is/are** attached hereto and incorporated herein by reference.

44.7.7 Publishing and Directory

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

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

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

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

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

44.7.10 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).

44.7.10.1 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.

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

44.7.11.1 Pursuant to the applicable Appendix UNE, which **is/are** attached hereto and incorporated herein by reference, **SBC-13STATE** will provide CLEC 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. CLEC agrees to provide access to its Network Elements to **SBC-13STATE** under the same terms, conditions and prices contained herein and in the applicable Appendices hereto.

45. AUTHORITY

45.1 Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that SBC Telecommunications, Inc. has full power and authority to execute and deliver this Agreement as agent for that SBC-owned ILEC. Each of the SBC-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.

45.2 CLEC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. CLEC represents and warrants that it has been or will be certified as a LEC by the Commission(s) prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.

- 45.3 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.

46. COUNTERPARTS

- 46.1 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.

47. ENTIRE AGREEMENT

47.1 SBC-12STATE

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

47.2 SNET

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

48. SELECTION OF BILLING OPTIONS

- 48.1 This Agreement contains an Appendix A to the General Terms and Conditions wherein the CLEC will select certain options available under this Agreement.

SBC-13STATE Agreement
Signatures

QuantumShift Communications, Inc.

Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated d/b/a Ameritech Indiana, Michigan Bell Telephone Company d/b/a Ameritech Michigan, The Ohio Bell Telephone Company, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Southern New England Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company by SBC Telecommunications, Inc., its authorized agent

Signature: Teresa Leighty
Name: Teresa Leighty
(Print or Type)

Title: VP, Operations
(Print or Type)

Date: 1/8/03

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

Signature: M. Auinbaub
Name: Mike Auinbaub
(Print or Type)

Title: For/ President - Industry Markets

Date: JAN 21 2003

Appendix A

to the

General Terms and Conditions

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 the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. DESCRIPTION

- 2.1 Other than as specifically set out elsewhere in this Agreement, **SNET** does not offer Access to the Toll Free Calling Database under this Agreement. Rather, Access to the Toll Free Calling Database is available from **SNET** as described in Section 18.2.9, 800 Database Access, of the CT Access Service Tariff.
- 2.2 **SBC-12STATE**'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). **SBC-12STATE** does not, either through a tariff or contract, provide Resp Org service.
- 2.3 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.
- 2.4 Access to the Toll Free Calling Database allows CLEC to access **SBC-12STATE**'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).
- 2.5 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.
- 2.6 There are three optional features available with 800 service:
 - 2.6.1 Designated 10-Digit Translation;
 - 2.6.2 Call Validation; and
 - 2.6.3 Call Handling and Destination.

- 2.6.4 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, **SBC-12STATE** will deliver the designated 10-digit number.
- 2.6.5 The Call Handling and Destination feature allows the customer to create routing schemes utilizing:
 - 2.6.5.1 Time of Day
 - 2.6.5.2 Day of Week
 - 2.6.5.3 Day of Year
 - 2.6.5.4 Allocation of Traffic by Percentage
 - 2.6.5.5 NPA-NXX-XXXX
- 2.6.6 The Call Validation feature List Turnaround feature (referred to as the Six-Digit Master Number List Turnaround feature in **SBC-2STATE**) 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 State regulatory 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 CLEC shall address its queries to **SBC-12STATE**'s database to the alias point code of the STP pair identified by **SBC-12STATE**. CLEC's 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. CLEC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** 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 CLEC 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 **SBC-12STATE**'s CCS/SS7 network and its 800 database. CLEC further agrees that **SBC-12STATE**, at its sole discretion, may employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** shall report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network. CLEC 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, **SBC-12STATE** shall utilize an automatic code gapping procedure to control congestion that may affect the service of all customers of **SBC-12STATE**'s 800 database. The automatic code gapping procedure used by **SBC-12STATE** shall notify the CLEC's switch of the gap length (how long CLEC's 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 **SBC-12STATE**'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 **SBC-12STATE**'s 800 database. **SBC-12STATE** reserves the right to manually invoke the automatic code gapping procedure to control congestion.
- 3.7 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial forecast of busy hour query volumes. CLEC shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year and also whenever CLEC anticipates a change to existing forecasts. CLEC 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, ~~SBC-12STATE~~, at its discretion, determines that it lacks adequate processing capability to provide Access to the Toll Free Calling Database to CLEC, ~~SBC-12STATE~~ shall notify CLEC of ~~SBC-12STATE~~'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.

- 3.8 CLEC shall from time to time at ~~SBC-12STATE~~'s request, provide additional forecasted information as deemed necessary by ~~SBC-12STATE~~ for network planning in connection with this offering.
- 3.9 ~~SBC-12STATE~~ 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 and Pacific Bell PUB L-780023-PB/NB and ~~SBC-AMERITECH~~ AM-TR-OAT-000069.
- 3.10 CLEC shall only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Neither CLEC nor carrier customers of CLEC, if CLEC 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 CLEC acts on behalf of other carriers to access ~~SBC-12STATE~~'s Toll Free Calling Database, CLEC shall prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by ~~SBC-12STATE~~ after a query to ~~SBC-12STATE~~'s Toll Free Calling Database. CLEC shall only use this network element in connection with the provision of telephone exchange and Exchange Access services.
- 3.11 CLEC 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 ~~SBC-12STATE~~ shall provide Access to the Toll Free Calling Database as set forth in this Appendix only as such elements are used for CLEC's activities on behalf of its local service customers where ~~SBC-12STATE~~ is the incumbent local exchange carrier. CLEC agrees that any other use of ~~SBC-12STATE~~'s Toll Free Calling Database for the provision of 800 database service by CLEC will be pursuant to the terms, conditions, rates, and charges of ~~SBC-12STATE~~'s effective tariffs, as revised, for 800 database services.
- 3.13 Ordering and Billing Inquiries
 - 3.13.1 Ordering and billing inquiries for the elements described herein shall be directed to:

3.13.1.1 For ~~SBC-7STATE~~ - the Local Service Center (LSC).

3.13.1.2 For ~~SBC-AMERITECH~~ - the AIIS Service Center in Milwaukee, Wisconsin.

4. RATE REGULATIONS

4.1 CLEC shall pay a Local Service Order Request Charge for each CLEC request for service order activity to establish Access to the Toll Free Calling Database in the ~~SBC-12STATE~~ region.

4.2 The prices at which ~~SBC-13STATE~~ agrees to provide CLEC with Access to the Toll Free Calling Database are contained in the applicable Appendix PRICING and/or the applicable Commissioned ordered tariff where stated.

4.3 CLEC shall pay a nonrecurring charge when a CLEC 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 CLECs allowing other telecommunications providers to use the CLEC's 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 (referred to as POTS Translations in ~~SBC-2STATE~~ and ~~SBC-AMERITECH~~).

4.4.3 Call Validation Rate Element (referred to as Multiple Destination Routing Rate Element in ~~SBC-2STATE~~).

4.4.4 Call Handling and Destination Rate Element (referred to as Six-Digit Master Number List Turnaround Rate Element in ~~SBC-2STATE~~ and 800 Database Vertical Feature in ~~SBC-AMERITECH~~).

4.5 CLEC shall pay the Basic Toll Free Access query rate for each query received and processed by ~~SBC-12STATE~~'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 CLEC.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

**APPENDIX 800
EXHIBIT I**

1. SPECIFICATIONS AND STANDARDS

1.1	<u>Description of Subject Area And Issuing Organization</u>	<u>Document Number</u>
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

PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Physical Collocation provided by the applicable **SBC** Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.

2. DEFINITIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, 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 SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 **SBC-8STATE** - As used herein, **SBC-8STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 2.6 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.7 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.8 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

- 2.9 **“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.
- 2.10 **“Adjacent Structure”** is a Collocator provided structure at **SBC-13STATE**’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.
- 2.11 **“Application Fee”** means the charge assessed by **SBC-13STATE** to process the Collocator’s application for physical collocation requests.
- 2.12 **“Approved Vendor”** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by SBC Procurement on a state by state basis.
- 2.13 **“Augment”** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Physical Collocation arrangement.
- 2.14 **“Caged Physical Collocation”** is a cage or similar structure (not including a top) enclosing Collocator’s Physical Collocation Space in which a Collocator may install its telecommunications equipment.
- 2.15 **“Cageless Physical Collocation”** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.
- 2.16 **“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.*
- 2.17 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC-13STATE** location, for purposes of Interconnection with **SBC-13STATE** or access to Unbundled Network Elements (UNEs).
- 2.18 **“Delivery Date”** is the date, which **SBC-13STATE** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.
- 2.19 **“Eligible Equipment”** is the equipment eligible for collocation as defined in Section 6 of this Appendix.

- 2.20 **“Eligible Structure”** is (1) a **SBC-13STATE** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC-13STATE** that houses its network facilities, or (3) a structure that houses **SBC-13STATE** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.21 **“Engineering Design Charge”** is the charge assessed by **SBC-MOKA** to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.
- 2.22 **“Entrance Fiber Facility”** is an arrangement where a Collocator-provided single mode fire retardant dielectric fiber optic cable extends from the **SBC-13STATE** designated manhole into the **SBC-13STATE** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **SBC-13STATE** Eligible Structure, if available.
- 2.23 **“Equipment”** means hardware that must use power, have electronics, and provide a Telecommunications Service. The equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. The Collocator may not collocate its equipment sub-components or piece-parts.
- 2.24 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.25 **“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.
- 2.26 **“Interconnector’s Collocation Services Handbook”** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the **SBC-13STATE**’s, which is located on the **SBC-13STATE** CLEC ONLINE Web-Site (<https://clec.sbc.com/>), as amended from time to time.
- 2.27 **“Non Standard Collocation Request (NSCR)”** in **SBC-AMERITECH**, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

- 2.28 **“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.
- 2.29 **“Physical Collocation”** is as defined in Section 4 of this Appendix.
- 2.30 **“Physical Collocation Space”** is the space provided for the Collocator’s physical collocation arrangement located within an **SBC-13STATE** Eligible Structure.
- 2.31 **“Point of Termination (POT)”** denotes the point of demarcation, within an Eligible Structure at which the **SBC-13STATE** responsibility for the provisioning of service ends.
- 2.32 **“Premises”** means **SBC-13STATE**’s Eligible Structures and all land owned, leased or otherwise controlled by **SBC-13STATE** that is adjacent to these Eligible Structures.
- 2.33 **“Project Management Fee”** reflects **SBC-13STATE**’s labor costs to manage the provisioning of the individual Collocator’s space requirements for a particular Physical Collocation Space request. This fee is applicable upon the submission of an application.
- 2.34 **“Shared Physical Collocation Cage”** is a caged Physical Collocation Space that is shared by two or more Collocators within the **SBC-13STATE**’s Eligible Structure.
- 2.35 **“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 Collocator seeking collocation in **SBC-13STATE**’s Eligible Structures that such an arrangement is technically feasible.
- 2.36 **“Unbundled Network Element (UNE)”** is As Defined in the Act.
- 2.37 **“Unused Space”** is space within **SBC-13STATE** Premises which is available for collocation (subject to technical 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; (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 **SBC-13STATE** or by another carrier or affiliate; or (f) essential for the administration and proper functioning of **SBC-13STATE**’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, in which **SBC-13STATE** will provide Physical Collocation to Collocator.
- 3.2 Preparation Prior to Regulatory Approval
 - 3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator 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 **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.
 - 3.2.2 Collocator 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 the ICA prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.
 - 3.2.2.2 If the Collocator has not received their State Certification prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.
 - 3.2.2.3 If the Collocator 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 the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

- 3.2.2.4 The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator 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, **SBC-13STATE** will provide Physical Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** 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 **SBC-13STATE** 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 In the **SBC-13STATE**'s, Collocator 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 **SBC-13STATE** within an Eligible Structure to be used by a Collocator for the sole purpose of installing, maintaining and operating Collocator provided equipment. **SBC-13STATE** will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the Physical Collocation Space so the first Collocator in an **SBC-13STATE** Eligible Structure will not be responsible for the entire cost of site preparation.
- 4.1.1.2 The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **SBC-13STATE**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure

(not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set.

4.1.2 **Shared Caged Collocation**

4.1.2.1 Upon request, **SBC-13STATE** shall provide Collocator Shared Caged Collocation in any Unused Space.

4.1.2.1.1 A Collocator may request that **SBC-13STATE** provide Shared Caged Collocation via (i) a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space ("**New Shared Collocation**") or (ii) a request by Collocator to enter into a sublease arrangement with another Resident Collocator(s) in Collocator's existing Physical Collocation ("**Subleased Shared Collocation**"). In each Shared Caged Collocation arrangement, **SBC-13STATE**'s single point of contact (SPOC) with respect to such arrangement shall be referred to as the "**Primary Collocator**". For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators (as defined below). For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that originally requested and occupied such space and is the sublessor in such arrangement. 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 **SBC-13STATE** in a single application. The Primary Collocator shall submit a request and any subsequent order for New Shared Collocation. The Collocator must use a contractor/vendor to perform the necessary preparation activities within the Collocator's Physical Collocation Space including the construction of the cage and any physical security arrangements, if applicable; provided, however, any such contractor/vendor shall be subject to the prior written approval of **SBC-13STATE**, such Physical Collocation Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with **SBC-13STATE**, and the Collocator shall be solely responsible for all charges of any such contractor/vendor. The Collocator must provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. **SBC-13STATE** will prorate the Preparation Charges incurred by **SBC-13STATE** to condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage attributable to the Resident Collocators in a New Shared Collocation space equals in the aggregate one hundred percent (100%). **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to condition the collocation space so the first Collocator in an **SBC-13STATE** Premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and **SBC-13STATE** shall not be required to adjust such allocation if another Resident Collocator subsequently

shares such space. Except with respect to prorated Preparation Charges, **SBC-13STATE** shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the Primary Collocator's rates, terms and conditions relating to New Shared Collocation set forth in the Primary Collocator's Section 251/252 agreement 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 **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement with respect to the New Shared Collocation arrangement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

- 4.1.2.1.3 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this 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 **SBC-13STATE** as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with this Agreement 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 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 **SBC-13STATE** that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by Section 6.1 of this Appendix and which is necessary to Interconnect with **SBC-13STATE** or for access to **SBC-13STATE**'s Unbundled Network Elements. **SBC-13STATE** shall provide Collocator access to **SBC-13STATE**'s Unbundled Network Elements and permit Collocator to interconnect its network with **SBC-13STATE** from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and **SBC-13STATE** shall have no obligation to provide Collocator's Resident Collocators access to **SBC-13STATE**'s Unbundled Network Elements or **SBC-13STATE**'s network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section 251/252 agreement or tariff, as applicable) with **SBC-13STATE**.

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 **SBC-13STATE** the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. **SBC-13STATE** shall bill the new Primary Collocator any applicable charges to change **SBC-13STATE**'s records and databases to reflect such new Primary Collocator.

4.1.3 **Cageless Physical Collocation**

- 4.1.3.1 Subject to technical feasibility and security requirements, **SBC-13STATE** will allow Collocator to collocate in any Unused Space in **SBC-13STATE**'s Eligible Structure (eg. Central Office, CEV, Hut or Cabinet containing Telecommunications Equipment), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to Collocator's Physical Collocation Space. **SBC-13STATE** will designate the space to be used for cageless collocation. **SBC-13STATE** may require Collocator 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 Collocator's use, and once inside the building, **SBC-13STATE** must permit Collocator to have direct access to their equipment.
- 4.1.3.2 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or 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 **SBC-13STATE** 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 **SBC-13STATE** may not require Collocator 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 **SBC-13STATE**'s network if technically feasible. **SBC-13STATE** may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing **SBC-13STATE** equipment in its own cage, and other reasonable security measures examples of which are described herein Section 13 of this Appendix. **SBC-13STATE** must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in single bay increments. **SBC-13STATE** will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in an **SBC-13STATE** Premise will not be responsible for the entire cost of site preparation. **SBC-13STATE** will provide collocation space in CEV's, Huts or Cabinets in increments of "rack inches" (the amount of vertical rack space required to mount the Collocator's 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 **SBC-13STATE** Eligible Structure, **SBC-13STATE** will permit Collocator to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts or similar structures such as those used by **SBC-13STATE** to house telecommunications equipment) located at **SBC-13STATE**'s Premises to the extent technically feasible. **SBC-13STATE** will permit Collocator 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 **SBC-13STATE**'s right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. **SBC-13STATE** will allow the Collocator to provide equipment installed within the Adjacent Structure subject to all the requirements set forth in this Appendix. Collocator 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. **SBC-13STATE** may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. **SBC-13STATE** will assign the location where the Adjacent Structure will be placed.

4.1.4.2 When requested, **SBC-13STATE** 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, **SBC-13STATE** will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with Collocator. At its option, Collocator may choose to provide its own AC and DC power to the Adjacent Structure. **SBC-13STATE** 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, **SBC-13STATE** will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead **SBC-13STATE** will continue to allow the Collocator to collocate in any Adjacent Structure that the Collocator 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 CLEC 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 CLEC confirms its order pursuant to the ICB or NSCR. When a Collocator requests a particular Physical Collocation arrangement, the Collocator 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 **SBC-13STATE** 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 The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame and/or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Physical Collocation Space to the designated **SBC-13STATE**'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 **SBC-13STATE** shall permit Collocator to place its own connecting transmission facilities within **SBC-13STATE**'s Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**, subject to reasonable safety limitations.
- 4.5 **SBC-13STATE** shall voluntarily permit the Collocator to provide, via installation by an **SBC-13STATE** approved vendor, a direct connection between its collocated equipment in a Physical Collocation Space to its collocated equipment located within the same **SBC-13STATE** Eligible Structure provided such Collocator has satisfied the statutory and contractual requirements for collocation in each instance. In addition, **SBC-13STATE** shall permit the Collocator to provide, via installation by an **SBC-13STATE** approved vendor, a direct connection between its collocated equipment and the collocated equipment of one or more separate telecommunications carriers collocated within the same **SBC-13STATE** 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, lit fiber, or such other transmission medium (media) mutually agreed to by SBC and collocators in writing. A collocation application listing a different medium (media) for a connection, even if accepted by **SBC-13STATE**, 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 **SBC-13STATE** will designate and engineer the route, place cable racking (if applicable) and provide space to be used for such connections. Such connections and their installation shall be subject to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY AND ASSIGNMENT

- 5.1 At the request of Collocator, **SBC-13STATE** will provide space for Physical Collocation as described above. **SBC-13STATE** 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, **SBC-13STATE** will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where **SBC-13STATE** proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, **SBC-13STATE** 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 **SBC-13STATE** 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 **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If **SBC-13STATE** determines that Collocator's Physical Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation Application will not be considered a deficiency, 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 not available, **SBC-13STATE** shall place Collocator on the waiting list for collocation in a particular Eligible Structure according to the date Collocator submitted its application for Physical Collocation in that Eligible Structure.
- 5.3 If **SBC-13STATE** contends that space for Physical Collocation is not available in an Eligible Structure, **SBC-13STATE** must allow Collocator to tour the entire central office or other Eligible Structure in question, without charge and within ten (10) calendar from the receipt of **SBC-13STATE**'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 **SBC-13STATE** 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 **SBC-13STATE**'s Eligible Structure.

- 5.3.1 If Collocator disputes **SBC-13STATE**'s determination, Collocator 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 **SBC-13STATE** and the Collocator. The third party engineer shall take into consideration **SBC-13STATE**'s planned use for the Eligible Structure under review and, to the extent it can review Collocator space and how it is used.
- 5.3.2 If **SBC-13STATE** denies a Collocator's 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, **SBC-13STATE** shall, in connection with any complaint filed by Collocator, 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, **SBC-13STATE** 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 **SBC-13STATE** will maintain a publicly available document, posted for viewing on **SBC-13STATE**'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, **SBC-13STATE** will submit to the Collocator 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 **SBC-13STATE** 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 **SBC-13STATE** is taking to make additional space available for collocation. **SBC-13STATE** 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 the Collocator submit more than twenty (20) requests at once, **SBC-13STATE** will provide the information on a scheduled basis of ten (10) additional offices for every ten (10) business days.

- 5.5.1 In **SBC-13STATE**, reports shall be ordered via the Collocation order form on **SBC-13STATE's** CLEC ONLINE Web-site and shall specifically identify the CLLI code of each Premises for which a report is ordered.
- 5.5.2 **SBC-13STATE** shall recover costs for the implementation of these reporting measures in a reasonable manner.
- 5.5.3 **SBC-13STATE** shall permit a Collocator to submit Physical Collocation Space preferences prior to **SBC-13STATE** assigning the carrier's space. Such preference shall be indicated on the Collocator's Physical Collocation application.
- 5.6 **SBC-13STATE** is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, **SBC-13STATE** 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 Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. **SBC-13STATE** and Collocator shall not unreasonably warehouse forecasted space.
- 5.7 To the extent possible, **SBC-13STATE** will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement and such request meets **SBC-13STATE**'s non-discriminatory practices regarding efficient space utilization.
- 5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, **SBC-13STATE** will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide **SBC-13STATE** with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.
- 5.9 **SBC-13STATE** may retain a limited amount of floor space for **SBC-13STATE**'s own specific future uses; provided, however that neither **SBC-13STATE** 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 Collocator, 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, **SBC-13STATE** will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless **SBC-13STATE** proves to the Commission that Virtual

Collocation at that point is not technically feasible, including that space does not exist. In any such event, SBC-13STATE and the Collocator will attempt to reach a mutually agreeable alternative method of interconnection.

- 5.10 At the request of the Commission or Collocator, SBC-13STATE shall remove any obsolete and unused equipment (e.g., retired in-place") from its Eligible Structures. SBC-13STATE shall be permitted to recover the cost of removal and/or relocation of such equipment if SBC-13STATE 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 SBC-13STATE 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 SBC-13STATE shall not set a maximum space limitation on Collocator unless SBC-13STATE proves to the Commission that space constraints make such restrictions necessary.
- 5.12 Notwithstanding anything contrary in this Agreement, SBC-13STATE maintains ultimate authority to assign and configure space for Physical Collocation within its Premises. SBC-13STATE will assign Physical Collocation Space on rates, terms and conditions that are just, reasonable, and nondiscriminatory. SBC-13STATE's space assignment will not (i) materially increase a Collocator's collocation costs or materially delay a Collocator's occupation and use of the SBC-13STATE'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 SBC-13STATE's Premises. In addition, SBC-13STATE 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 SBC-13STATE may restrict Physical Collocation to space separated from space housing SBC-13STATE's Equipment, provided that each of the following conditions is met:
- (1) Either legitimate security concerns, or operational constraints unrelated to SBC-13STATE'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 SBC-13STATE is separate from space housing SBC-13STATE'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 Collocator 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 **SBC-13STATE** may require the employees and contractors of Collocator to use a central or separate entrance to the **SBC-13STATE** Premises; provided, however, that where **SBC-13STATE** requires that the employees or contractors of Collocator access collocated Equipment only through a separate entrance, employees and contractors of the **SBC-13STATE**'s Affiliates and Subsidiaries will be subject to the same restriction.

5.15 **SBC-13STATE** 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 **SBC-13STATE'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 Collocator's costs.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 **SBC-13STATE** will allow Equipment to be collocated only if (1) it is "necessary" for interconnection to the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access, or for access to **SBC-13STATE**'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) **SBC-13STATE** 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 **SBC-13STATE** at a level equal in quality to that which **SBC 13STATE** obtains within its own network or **SBC-13STATE** 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:

- (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 **SBC-13STATE** may, at its option on a non-discriminatory basis, deny collocation of any of the above, or any other, Equipment if collocation of that Equipment would burden **SBC 13STATE**'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. For **SBC-13STATE** to consider whether a request avoids such burden, the CLEC must provide all information needed by **SBC-13STATE** 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. In addition, in order for **SBC-13STATE** to

determine whether or not Equipment meets the "necessary" standard, CLEC must provide information establishing how it intends to use the equipment for interconnection with **SBC-13STATE**'s network for the transmission and routing of telephone exchange service and exchange access and/or for access to **SBC-13STATE**'s UNEs for the provision of a Telecommunications Service. For this purpose, CLEC must identify what it intends to interconnect the Equipment to and/or what it intends to use the Equipment to access and must identify the services it intends to use the Equipment to provide. To qualify for collocation, any of the above Equipment that is used for switching or routing must be (1) "necessary" under the standards set forth above for access to a **SBC-13STATE** UNE sub-loop and (2) used solely for that purpose unless it also meets the requirements set forth below for collocating "Multi-functional Equipment." Equipment excluded from collocation in any other sub-section of this Section 6 also would be excluded as "stand-alone function" Equipment. **SBC-13STATE** will make determinations 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. Moreover, if CLEC seeks to collocate a switch, CLEC must provide information establishing whether the switch is a packet switch, a circuit switch, or a combination. If the switch is a circuit switch or a combination, CLEC must provide information establishing whether or not the switch is used in conjunction, via an umbilical, with host switches located in different CLEC locations.

- 6.5 **SBC-13STATE** 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 defined as any Equipment that performs circuit switching independently of other switches or switching systems and does not meet the requirements set forth below for collocating "Multi-functional Equipment." "Traditional circuit switches" include, but are not limited to, the following examples of equipment when such equipment does not meet such requirements: (1) equipment with circuit switching capabilities included in 47 CFR section 51.319(c) which defines "local circuit switching capability" and "local tandem switching capability;" (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; and Siemens EWSD. For purposes of this Section 6, "enhanced services" are defined as in 47 CFR section 64.702, and "information services" are defined as in section 3(2) of the Act.
- 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"). **SBC-13STATE** will permit the collocation of Multi-functional Equipment if and only if the primary purpose and function of the Equipment, as the Collocator seeks to deploy it, meets all the requirements set forth Section 6.3 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 the Collocator 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 the CLEC intends to provide such services. For example, **SBC-13STATE** 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. Collocator may not collocate Multi-Functional Equipment that has Unnecessary Functions which significantly increases the burden on **SBC-13STATE**'s property interests. For example, the additional functions must not require reconfiguration of the outer boundaries of the CLEC's collocation space, increased floor support, or upgrades to power, air conditioning, heating, or similar plant. **SBC-13STATE** 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 **SBC-13STATE** to make these considerations, the CLEC 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. **SBC-13STATE** voluntarily allows the Collocator to place in its Physical Collocation space certain ancillary Equipment or facilities solely to support and be used with Equipment that the Collocator 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 **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** agrees to such placement.
- 6.8 Collocator may not collocate certain equipment, facilities, or hardware which duplicate equipment, facilities or hardware used, and functions performed, by **SBC-13STATE** 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 **SBC-13STATE** 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 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.11 All types of equipment placed in **SBC-13STATE** Eligible Structures or on its Premises by Collocators must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** ILEC 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 Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.
- 6.12 **SBC-13STATE** 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 **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** 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 **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.
- 6.14 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** 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 Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator 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, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. PHYSICAL COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

For each Physical Collocation request, Collocator must submit a separate Physical Collocation Application with the applicable Application and Project Management Fees 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 Collocator's Eligible Equipment from an Eligible Structure, (v) a request to complete disconnect and/or removal of Collocator's 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 **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Web-Site.

7.2 **SBC-13STATE** 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 **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - The Parties acknowledge that CLEC may have obtained use of Physical Collocation Space and **SBC-13STATE**-provided facilities/equipment therein pursuant to a Collocation Application(s) submitted to **SBC-13STATE** prior to the effective date of this Agreement ("CLEC's Physical Collocation Embedded Base"). To the extent the CLEC's Physical Collocation Embedded Base, if any, was purchased by CLEC from an applicable **SBC-13STATE** Commission-ordered physical collocation tariff in a particular state, the associated non-recurring and recurring rates (and intervals for uncompleted work associated with those Applications) set forth in such tariff, as amended from time to time, shall continue to apply to the CLEC's Physical Collocation Embedded Base in such state. For the CLEC's Physical Collocation Embedded Base, if any, purchased by CLEC pursuant to rates, terms and conditions agreed to by the Parties in an applicable prior interconnection agreement for a particular state, the associated agreed to nonrecurring and recurring rates in the applicable prior interconnection agreement, attached hereto in the Pricing Schedule entitled "Physical Collocation Embedded Based Rates and Charges" (Appendix Pricing) and incorporated herein by reference (and any intervals for uncompleted work associated with those Applications), shall continue to apply to the CLEC's Physical Collocation Embedded Base in that state.¹

¹ In the event that this Agreement is the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, for purposes of this Agreement, the term "CLEC's Physical Collocation Embedded Base" shall

For any Collocation Application(s) submitted by CLEC to **SBC-13STATE** after the effective date of this Agreement, the associated recurring and non-recurring rates and charges in the Pricing Schedule entitled “Physical Collocation CDOW Rates and Charges” (Appendix Pricing) attached hereto and incorporated by reference, and the intervals set forth herein, shall apply. Charges may be generated on an ICB/NSCR basis or may be contained the state specific Appendix Pricing.

- 7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** 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 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 a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.
- 7.4 Collocator shall pay its proportionate share of any reasonable security arrangements **SBC-13STATE** employs to protect **SBC-13STATE** equipment and ensure network reliability.
- 7.5 Payment of Preparation - Prior to any obligation on **SBC-13STATE** to start any preparation of the Physical Collocation Space, Collocator shall pay **SBC-13STATE** 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 the Collocator (“Custom Work”). Collocator 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 the Collocator.
- 7.6 Occupancy Conditioned on Payment - **SBC-13STATE** shall not permit Collocator to have access to the Physical Collocation Space for any purpose other than inspection during construction of Collocator’s Physical Collocation Space until **SBC-13STATE** 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 the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-**

mean the Adopting CLEC’s own Physical Collocation Embedded Base and the nonrecurring and recurring rates (and intervals for uncompleted work associated with those Applications) for such Physical Collocation Embedded Base shall be the nonrecurring and recurring rates (and intervals) in the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Physical Collocation Embedded Base from or the nonrecurring and recurring rates (and intervals) previously agreed to by the Adopting CLEC and SWBT pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and SWBT.

13STATE has begun preparation of the Physical Collocation Space but before **SBC-13STATE** has been paid the entire amounts due under this Appendix, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. 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 **SBC-13STATE**'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 **SBC-13STATE** made the Physical Collocation Space available to the Collocator, Physical Collocation Space regardless of any failure by Collocators to complete its work. The fact that **SBC-13STATE** may have additional work to perform after Collocator 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 the **SBC-13STATES**.

8. USE OF PHYSICAL COLLOCATION SPACE

- 8.1 **SBC-13STATE** 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 **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.
- 8.2 Restroom access and parking will be provided on a reasonable basis in the **SBC-13STATES**.
- 8.3 A list of all Collocator equipment that will be placed within the Physical Collocation Space shall be set forth on the Collocator's Physical Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Physical Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave

any other equipment or facilities within the Physical Collocation Space without the express written consent of **SBC-13STATE**.

- 8.4 In the event that subsequent to the submission of the Physical Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator 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, Collocator shall furnish to **SBC-13STATE** 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, **SBC-13STATE** 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 **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** 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 "Collocator's Equipment."
- 8.5 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** 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 **SBC-13STATE** 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. Any of the foregoing events would be a material breach of this Appendix.
- 8.7 In no case shall the Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of the Collocator 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 **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **SBC-13STATE** shall have the right to reject or modify any such request. If **SBC-13STATE** performs any such

construction, and the associated cost shall be paid by Collocator in accordance with **SBC-13STATE** then-standard custom work order process, ICB or NSCR.

9. COLLOCATOR RESPONSIBILITIES

- 9.1 Consistent with the nature of the Eligible Structure, the Adjacent Structure and the environment of the Physical Collocation Space, Collocator shall not use the Physical Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the Eligible Structure, on the grounds surrounding the building, or on the Adjacent Structure.
- 9.2 Collocator represents and warrants that each item of Collocator's Equipment meets **SBC-13STATE** minimum safety standards and are compliant with the other requirements set forth in this Appendix. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO **SBC-13STATE** 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 Collocator's Physical Collocation Space and **SBC-13STATE** Main Distribution Frame and/or interconnection points by Collocator's **SBC-13STATE** 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) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the Physical Collocation Space to the designated **SBC-13STATE**'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 Collocator's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that Collocator's employees, agents and contractors comply with **SBC-13STATE**'s policies and practices pertaining to fire, safety and security. Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.
- 9.6 Collocator is solely responsible for the design, engineering, installation, testing, performance, and maintenance of the Collocator Telecom Equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the **SBC-13STATES**:

- 9.6.1 Its fiber optic cable(s);
- 9.6.2 Its Collocator Telecom Equipment;
- 9.6.3 Collocator 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 Collocator's Physical Collocation Space; and
- 9.6.4 The connection cable and associated equipment which may be required within Collocator's Physical Collocation Space to the point(s) of termination of that cable within Collocator's Physical Collocation Space.
- 9.6.5 **SBC-13STATE** requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from **SBC-13STATE**'s BDFB. No CIPP is required for 20, 40 or 50 amp arrangements, which are served from **SBC-13STATE**'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. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP76200MP Level 1 requirements.
- 9.7 Collocator will, whenever possible, place their telecom equipment in the Physical Collocation Space within ninety (90) calendar days of Delivery Date. Collocator must interconnect to **SBC-13STATE**'s network or gain access to **SBC-13STATE**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **SBC-13STATE** may, upon written notice, terminate that Physical Collocation arrangement, and Collocator 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, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator Telecom Equipment is considered to be interconnected when physically connected to **SBC-13STATE**'s network or a **SBC-13STATE** unbundled network element for the purpose of Collocator providing a telecommunications service.
- 9.8 Orders for additional space will not be accepted until the existing Collocator's Physical Collocation Space in the requested Eligible Structure, is "efficiently used." 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 use."
- 9.8.1 For purposes of this Appendix, "efficiently used" space means the Collocator is utilizing between sixty percent (60%) and one hundred percent (100%) of

the Collocator's 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 **SBC-13STATE**.

- 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 **SBC-13STATE** network for the transmission and routing of telephone exchange service or exchange access. The determination as to whether this criterion is met or the use is necessary is solely within the reasonable judgment of **SBC-13STATE**.
- 9.9 Subject to the limitations and restrictions of this Appendix, Collocator 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 Collocator 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 Collocator at any time. Any damage caused to the Physical Collocation Space by the removal of such property shall be repaired at Collocator's 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. Collocator shall strictly observe and abide by each in **SBC-13STATES**.
- 9.10.1 **SBC-13STATE** 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 **SBC-13STATE**'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 **SBC-13STATE** TP76300MP, standards and requirements for equipment and facilities installations, and any successor document(s) within **SBC-13STATE** 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 **SBC-13STATE** 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 **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure. **SBC-13STATE** will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by **SBC-13STATE**, provided that **SBC-13STATE** will not unreasonably withhold approval of contractors.
- 10.2 **SBC-13STATE** will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator Telecom Equipment (e.g., **SBC-13STATE** shall not require Collocator to use **SBC-13STATE**'s internal engineering or installation work forces for the engineering and installation of the Collocator Telecom Equipment). Installation of the Collocator Telecom Equipment in the Physical Collocation Space must nevertheless comply with **SBC-13STATE** TP76300MP. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or **SBC-13STATE**'s Premises and the Physical Collocation Space for Collocator contractors is provided submit to the same requirements as the Collocator.
- 10.2.1 In **SBC-13STATE**, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on **SBC-13STATE**'s CLEC ONLINE Web-Site.
- 10.3 If the Interconnector's Collocation Services Handbook, **SBC-13STATE**'s CLEC ONLINE Web-Site or the TP76200MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:
- 10.3.1 If a modification is made after the date on which Collocator has or orders a Physical Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.
- 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, **SBC-13STATE**'s CLEC ONLINE Web-Site, **SBC-13STATE** TP76300MP, and the TP76200MP in the **SBC-13STATES**.
- 10.5 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE**

manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **SBC-13STATE**'s cable facilities and at which space is available for new facilities in at least two of those entry points. Collocator shall use a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.

- 10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length to fully extend the fiber optic cable to the Collocator's assigned space within the Eligible Structure. Under **SBC-13STATE** observation, the Collocator's **SBC-13STATE** Approved Vendor will fully extend such Collocator-provided cable per the **SBC-13STATE** TP76300MP to the Collocator's assigned Physical Collocation Space. Coordination for placement of entrance cable facilities must be scheduled with **SBC-13STATE**'s designated Outside Plant Engineer and must obtain an approved Method of Procedures (MOP) from **SBC-13STATE**.
 - 10.5.2 **SBC-13STATE** 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 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Physical Collocation Space and **SBC-13STATE** Main Distribution Frame and/or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE**'s standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil the termination blocks or panels at **SBC-13STATE**'s Main Distribution Frame and/or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.
- 10.6 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator 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 Collocator Telecom Equipment at the specified DC and AC voltages. At a minimum, the power and **SBC-13STATE**'s associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE**'s substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator 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 **SBC-13STATE**'s is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **SBC-13STATE** Approved Power Installation Vendor will install the power cable(s) from the Physical Collocation Space to **SBC-13STATE**'s dedicated termination points on the Battery Distribution Fuse Bay (BDFB). When the **SBC-13STATE**'s designated power termination point(s) is at the **SBC-13STATE**'s Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **SBC-13STATE**'s Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE** TP76300MP.

- 10.7 **SBC-13STATE** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **SBC-13STATE** 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 signal levels may be provided by Collocator or **SBC-13STATE** under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.
- 10.9 Collocator and **SBC-13STATE** 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 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

- 10.11 **SBC-13STATE** 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 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.
- 10.13 In **SBC-13STATE**, 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 **SBC-13STATE** 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, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Physical Collocation Space or Eligible Structure too costly in **SBC-13STATE**'s sole judgment, Collocator shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.
- 10.14.1 In the event that a Collocator requests that the Physical Collocation Space be moved within the **SBC-13STATE** Eligible Structure or to another Eligible Structure, **SBC-13STATE** shall permit the Collocator to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. Collocator 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 the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Physical Collocation Space, but before **SBC-13STATE** has been paid the entire amount due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. 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. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing

the costs it incurred associated with preparation of Collocator's Physical Collocation request.

- 10.16 Collocator may discontinue or terminate a Physical Collocation Arrangement on not less than thirty (30) days advance notice to SBC-13STATE by submitting a complete and accurate Physical Collocation Application plus applicable fees. Upon the discontinuance or termination of a Physical Collocation arrangement, the Collocator shall pay to SBC-13STATE all costs associated with returning the Physical Collocation Space to SBC-13STATE in the same condition as when SBC-13STATE first began any construction work on such space on behalf of Collocator. Such costs include, but are not limited to, costs associated with removal by SBC-13STATE of facilities, cabling and cages.
- 10.17 Upon discontinuance or termination of the Physical Collocation arrangement, the Collocator will work cooperatively with SBC-13STATE to remove the Collocator's equipment from SBC-13STATE property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SBC-13STATE is not responsible for and will not guarantee the condition of such equipment if removed by Collocator or an SBC-13STATE vendor hired by Collocator. Collocator shall indemnify and hold SBC-13STATE harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator is removing its own equipment. The Collocator 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 the Collocator's physically collocated equipment must be made within thirty (30) calendar days of SBC-13STATE receipt of Collocator's Physical Collocation Application to terminate the Physical Collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, SBC-13STATE has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. SBC-13STATE shall have no responsibility for damage done to such removed equipment caused by SBC-13STATE or its contractors during the removal process. Collocator will indemnify and hold SBC-13STATE harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if SBC-13STATE removes Collocator's equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non- SBC-13STATE location, at the expense of the Collocator.
- 10.18 Upon termination of the Physical Collocation arrangement, the Collocator 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, SBC-13STATE may arrange for the removal, and the

Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.18 below. **SBC-13STATE** and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **SBC-13STATE** instructs the Collocator 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 Collocator fails to remove its equipment and facilities from the Physical Collocation Space within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.
- 10.20 Other than the security restrictions described herein, **SBC-13STATE** shall place no restriction on access to Collocator's central office Physical Collocation Space by Collocator's employees and designated agents. Such space shall be available to Collocator designated agents twenty-four (24) hours per day each day of the week. **SBC-13STATE** will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.
- 10.21 Demarcation Point – **SBC-13STATE** shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between Collocator's network and **SBC-13STATE**'s network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.
- 10.22 Collocator 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 Collocator Telecom Equipment, or any other Collocator-provided facility or piece of equipment. If **SBC-13STATE** testing is also required, it will be provided at applicable charges.

11. TESTING AND ACCEPTANCE

- 11.1 Collocator and **SBC-13STATE** will complete an acceptance walk-through of the Physical Collocation Space prior to **SBC-13STATE** turning the Physical Collocation Space over to Collocator. Exceptions that are noted during this acceptance walk-through shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these

exceptions from Collocator's Physical Collocation request shall be at **SBC-13STATE**'s expense.

- 11.2 Once the Collocator's 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 the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor.
- 11.3 All installations of equipment must be in accordance with the **SBC-13STATE** TP76300MP and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review audit that the installation is not compliant with specifications, the Collocator or its **SBC-13STATE** Approved Vendor must correct non compliant items and schedule an additional review audit after corrective work has been performed.
- 11.4 Collocator shall be responsible for coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.
- 11.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs from **SBC-13STATE** to be connected to their equipment.

12. DELIVERY INTERVALS

- 12.1 The construction interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator the requested Physical Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Physical Collocation Application from the Collocator. The delivery interval ends on the date **SBC-13STATE** is ready to turnover the Physical Collocation Space to the Collocator ("Delivery Date"). The Collocator must provide the **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12) calendar day after the date **SBC-13STATE** notified Collocator its request has been granted, the application will be canceled. Physical Collocation Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable.

The delivery interval for Physical Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Physical Collocation Applications submitted by Collocator 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 One Collocator per state or metering region	Overhead Iron/Racking Exists for Active Collocation Space Use	Overhead Iron/Racking Does Not Exist for Active Collocation Space Use	Additional Power or HVAC is not Required for the assigned Inactive Collocation Space Use	Additional Power or HVAC is Required for the assigned Inactive Collocation Space Use
1 – 10	60 calendar days	80 calendar days	140 calendar days	180 calendar days
11-20	65 calendar days	85 calendar days	145 calendar days	185 calendar days

- 12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) 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 **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. The Caged and Cageless collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

- 12.2.1 For example, but not by way of limitation, if a Collocator submits twelve (12) Caged/Cageless Physical Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Physical Collocation is requested:

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 **SBC-13STATE** prior to the space being turned over to the Collocator. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator by **SBC-13STATE**.
- 12.4 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Physical Collocation Application:
- 168 DS1 connections and/or
 - 48 DS3 connections and/or
 - 400 Copper (shielded or nonshielded) cable pair connections
 - 12 fiber pair connections

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 **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Physical Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Physical Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power.

Table (2)

Number of All Cabling Augment Applications submitted by One Collocator per state or metering region	Necessary Elements such as Iron/Racking and Power exist for Physical Collocation Use	Necessary Elements such as Iron/Racking and Power does not exist for Physical Collocation Use

1 – 10	30 calendar days	60 calendar days
11-20	35calendar days	65 calendar days

- 12.6 Should the Collocator submit twenty-one (21) or more Physical Collocation Applications for cabling Augments within ten (10) business days, the above delivery intervals will be increased by five (5) 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 **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

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

If Applications (1-4) are for Physical Collocation cabling Augments where necessary elements such as overhead 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, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval.
- 12.8 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the 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 CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.
- 12.9 **SBC-13STATE** and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an **SBC-13STATE** employee. Escort charges will apply. These visits will be jointly agreed upon by **SBC-13STATE** and the Collocator and will be determined on a case by case basis.

- 12.10 During **SBC-13STATE** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, **SBC-13STATE** will notify Collocator that their vendors or contractors will be allowed to do work in parallel with **SBC-13STATE** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical 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, **SBC-13STATE** shall advise the Collocator with the quote whether space for the Virtual Collocation requested is available.
- 12.12 Adjacent Structure Collocation Delivery Intervals
- 12.12.1 **SBC-13STATE** 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, **SBC-13STATE** may require reasonable security arrangements to protect its equipment and ensure network reliability. **SBC-13STATE** may recover the costs of implementing security measures from Collocators in a reasonable manner via the appropriate State Commissions. Except as provided below, **SBC-13STATE** may only impose security arrangements that are as stringent as the security arrangements that **SBC-13STATE** maintains at its own premises for its own employees or authorized contractors. **SBC-13STATE** must allow Collocator to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in **SBC-13STATE** Eligible Structures without requiring either a security escort of any kind or delaying a Collocator's employees' entry into **SBC-13STATE**'s Eligible Structure. Reasonable security measures that **SBC-13STATE** 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 Collocator personnel to use badges with computerized tracking systems; or
- 13.1.3 Requiring Collocator employees to undergo the same level of security training, or its equivalent, that **SBC-13STATE**'s own employees, or third party contractors providing similar functions, must undergo; provided, however, that **SBC-13STATE** may not require Collocator employees to receive such training from **SBC-13STATE** itself, but must provide information to Collocator on the specific type of training required so

Collocator's employees can conduct their own training. Qualification program and security training details shall be included in **SBC-13STATE**'s technical publications and/or Collocation website(s). **SBC-13STATE** 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 **SBC-13STATE** may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage. If **SBC-13STATE** chooses to construct an interior security partition around its own equipment, that partition may not interfere with Collocators' access to their own equipment, including equipment collocated directly adjacent to **SBC-13STATE**'s equipment. **SBC-13STATE**'s enclosure of its own equipment will not be a basis for a claim that space is exhausted.

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

13.2.1 Theft or destruction of **SBC-13STATE**'s or any Collocator's property.

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

13.2.3 Industrial espionage.

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

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

13.2.6 Permitting unauthorized persons access to **SBC-13STATE**'s or Collocator's equipment on **SBC-13STATE**'s property.

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

13.3 In addition, the Collocator and **SBC-13STATE** will take appropriate disciplinary steps as determined by each party to address any violations reported by **SBC-13STATE** or the Collocator of **SBC-13STATE**'s policies and practices on security,

safety, network reliability, and business conduct as defined in **SBC-13STATE**'s Interconnector's Collocation Services Handbook and/or CLEC ONLINE Web-Site, provided that such information and any and all updates to it are timely provided to the Collocator.

13.3.1 **SBC-13STATE** categorizes such violations, applies disciplinary steps and other consequences for such violations, and applies special procedures for national or other emergencies, as set forth in **SBC-13STATE's** Interconnector's Collocation Services Handbook.

13.4 Collocators will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by **SBC-13STATE**'s authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to **SBC-13STATE** as well.

13.5 **SBC-13STATE** 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 untenable in whole or in part, **SBC-13STATE** 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 untenable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, **SBC-13STATE** 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 Collocator was deprived of the use. If the Physical Collocation Space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the Physical Collocation arrangement provided in the Physical Collocation Space shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as of the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment in alternative location, or assist Collocator in developing alternative to physical location.

- 14.2 Any obligation on the part of **SBC-13STATE** to repair the Physical Collocation Space shall be limited to repairing, restoring and rebuilding the Physical Collocation Space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by **SBC-13STATE** on request of Collocator; any Collocator Telecom Equipment; or other facilities or equipment located in the Physical Collocation Space by Collocator or by **SBC-13STATE** on request of Collocator.
- 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, **SBC-13STATE**, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving Collocator 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 Collocator 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 Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Physical Collocation Space, expel Collocator and any claiming under Collocator, remove any Collocator 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 **SBC-13STATE** might have. **SBC-13STATE** may exercise this authority on an individual collocation space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

16. LIMITATION OF LIABILITY

- 16.1 Collocator acknowledges and understands that **SBC-13STATE** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator; that such space may be close to the Physical Collocation Space, possibly including space adjacent to the Physical Collocation Space and/or with access to the outside of the physical collocation space; and that if Collocator requests a cage around its equipment, the cage Physical Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Collocator's equipment and facilities. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or **SBC-13STATE**, and regardless of whether any claimed **SBC-13STATE**

liability arises in tort or in contract. Collocator shall save and hold SBC-13STATE harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

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

- 17.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless SBC-13STATE the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against SBC-13STATE where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the willful or intentional misconduct of SBC-13STATE or its employees.

18. **OSHA STATEMENT**

- 18.1 Collocator, in recognition of SBC-13STATE's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SBC-13STATE with all federal, state and local laws, safety and health regulations relating to the Physical Collocation Space which Collocator has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SBC-13STATE harmless for any judgments, citations, fines, or other penalties which are assessed against SBC-13STATE as the result of Collocator's failure to comply with any of the foregoing. SBC-13STATE, 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 SBC-13STATE has agreed to maintain pursuant hereto.

19. **NOTICES**

- 19.1 Except in emergency situations, SBC-13STATE shall provide Collocator with written notice five (5) business days prior to those instances where SBC-13STATE 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 **SBC-13STATE** will inform Collocator by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Physical Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Physical Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required to monitor or protect its service.
- 19.3 **SBC-13STATE** will provide Collocator with written notification 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 Collocator Telecom Equipment. **SBC-13STATE** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator 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 (AR, CA, CT, KS, MO, NV, OK, TX)
Account Manager - Collocation
2600 North Central Expressway
6th Floor,
Richardson, Texas 75080

If to (IL, IN, MI, OH, WI)
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654

If to Collocator: **Jenna Brown**
88 Rowland Way
Novato, California 94945

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 desired or required to be given by one party to the other shall be dispatched 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 Collocator: **Jenna Brown
88 Rowland Way
Novato, California 94945**

20. INSURANCE

- 20.1 Collocator shall furnish **SBC-13STATE** 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. **SBC-13STATE** 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).

- 20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's

fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

- 20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **SBC-13STATE** 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 **SBC-13STATE** structure.
- 20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.
- 20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.
- 20.5 Collocator 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, **SBC-13STATE**'s obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.
- 20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Physical Collocations pace is located.
- 20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTION OF SERVICE AND PROPERTY

- 21.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

- 21.2 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.
- 21.3 Except as may otherwise be provided:
- 21.3.1 **SBC-13STATE** and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and
- 21.3.2 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.
- 21.3.3 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.
- 21.4 **SBC-13STATE** shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, **SBC-13STATE** shall either furnish security guards at those **SBC-13STATE** locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, **SBC-13STATE** shall permit Collocator to install monitoring equipment in the collocation space to carry data back to Collocator's work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator's equipment or equipment enclosures located on **SBC-13STATE**'s Physical Collocation Space.
- 21.5 **SBC-13STATE** shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator 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 **SBC-13STATE** security guards.
- 21.6 Collocator shall comply with the security and safety procedures and requirements of **SBC-13STATE**, including but not limited to sign-in, and identification.
- 21.7 **SBC-13STATE** shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an emergency, Collocator shall contact a SPOC provided by **SBC-13STATE** for access to spaces which house or contain Collocator equipment or equipment enclosures.

- 21.8 **SBC-13STATE** shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Collocator equipment or equipment enclosures.
- 21.9 **SBC-13STATE** shall use best efforts to provide notification within two (2) hours to designated Collocator personnel to indicate an actual security breach.
- 21.10 **SBC-13STATE** shall be responsible for the security of the Eligible Structure. If a security issue arises or if Collocator believes that **SBC-13STATE**'s security measures are unreasonably lax, Collocator shall notify **SBC-13STATE** and the Parties shall work together to address the problem. **SBC-13STATE** shall, at a minimum, do the following:
- 21.10.1 Where a cage is used, **SBC-13STATE** shall design collocation cages to prevent unauthorized access; provided, however, that Collocator realizes and assents to the fact that the cage will be made of wire mesh.
- 21.10.2 **SBC-13STATE** 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 **SBC-13STATE**'s employees, agents or invitees having a business need, such as a periodic review of the Physical Collocation Space, to be in these areas. **SBC-13STATE** shall require all persons entering the collocation areas to wear identification badges.
- 21.10.3 **SBC-13STATE** shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Physical Collocation Space. **SBC-13STATE** shall respond immediately to reported problems with Collocator key cards.
- 21.10.4 In emergency situations, common courtesy will be extended between Collocator and **SBC-13STATE**'s employees, including the provision of first aid and first aid supplies.
- 21.11 Collocator shall limit access to Collocator employees directly to and from the Physical Collocation Space and will not enter unauthorized areas under any circumstances.

22. RESERVATION OF RIGHTS

- 22.1 The Parties acknowledge and agree that certain rights and obligations including without limitation, the ability to collocate and use equipment meeting the "necessary" standard, the provision of 251(c)(6) cross-connections, and adherence to certain policies and practices of assigning space set forth in this Appendix are subject to any legal or equitable rights of review and remedies (including agency reconsideration

and court review). If 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, or otherwise affects any of those rights and obligations, or the related rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission's *Wireline Services Offering Advanced Telecommunications Capability*, Fourth Report and Order, FCC 01-204, CC Docket No. 98-147 (Rel. August 8, 2001) or any other proceeding, the affected rights, obligations, or the related rates and/or terms and conditions shall be (i) immediately and automatically invalidated, modified, or stayed consistent with the action of the legislative body, court or regulatory agency with respect to any collocation applications then pending (i.e., for physical collocation, the space has not been completed and turned over to the CLEC) and any thereafter submitted, and (ii) invalidated, modified or stayed consistent with the action of the legislative body, court or regulatory agency with respect to then existing collocation arrangements to the extent set forth in and in accordance with a written notice of either Party. In any such event, the Parties shall expend diligent, good faith efforts to arrive at an agreement on any modifications that may be required to the Appendix as a result of such invalidation, modification, or stay, and any Party's notice. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Virtual Collocation provided by the applicable **SBC** Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Collocator.

2. DEFINITIONS

- 2.1 **SBC Communications Inc. (SBC)** means the holding company which owns, directly or indirectly, 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.4 **“Approved Vendor”** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.
- 2.5 **“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.
- 2.6 **“Application Fee”** means the charge assessed by **SBC-13STATE** to process the Collocator’s application for virtual collocation requests.
- 2.7 **“Augment”** is a request from the Collocator to add equipment, cable, and/or Collocation services to or to remove cable and/or Collocation services from an existing Virtual Collocation arrangement.

- 2.8 **“Collocator”** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC-13 STATE** location, for purposes of interconnection with **SBC-13STATE** or access to Unbundled Network Elements (UNEs).
- 2.9 **“Delivery Date”** is the date, which **SBC-13STATE** provides the requested collocation space to the Collocator in accordance with the Delivery Intervals set forth in Section 12 of this Agreement.
- 2.10 **“Eligible Equipment”** is the equipment eligible for collocation as defined in Section 6.0 of this Appendix.
- 2.11 **“Eligible Structure”** is (1) a **SBC-13STATE** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC-13STATE** that houses its network facilities, or (3) a structure that houses **SBC-13STATE** transmission facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- 2.12 **“Entrance Fiber Facility”** is an arrangement where a Collocator provided single mode fire retardant dielectric fiber optic cable extends from the **SBC-13STATE** designated manhole into the **SBC-13STATE** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **SBC-13STATE** Eligible Structure, if available.
- 2.13 **“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.
- 2.14 **“Individual Case Basis (ICB)”** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.15 **“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.
- 2.16 **“Interconnector’s Collocation Services Handbook”** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the

SBC-13STATE's, which is located on the **SBC-13STATE** CLEC ONLINE Web-Site (<https://clec.sbc.com/>), as amended from time to time.

- 2.17 **“Manned Office”** A Central Office where **SBC-13STATE** has actual technicians present to perform repair, installation, and/or maintenance during the time the Collocator requests under this Agreement.
- 2.18 **“Non Standard Collocation Request (NSCR)”** in **SBC-AMERITECH**, is a pricing method used for services that are not tarified or are not standard offerings or configurations.
- 2.19 **“Project Management Fee”** reflects **SBC-13STATE** labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Virtual Collocation Space request. This fee is applicable upon submission of an application.
- 2.20 **“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 Collocator seeking collocation in **SBC-13STATE**'s Eligible Structures that such an arrangement is technically feasible.
- 2.21. **“Unmanned Office”** Any Central Office which does not meet the definition of Manned Office.
- 2.22 **“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, in which **SBC-13STATE** will provide Virtual Collocation to Collocator.
- 3.2 Preparation Prior to Regulatory Approval
 - 3.2.1 Upon the written request of Collocator, **SBC-13STATE** shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator 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 **SBC-13STATE**. To the extent that **SBC-13STATE** has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by **SBC-13STATE**.

3.2.2 Collocator 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 the ICA prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received their State Certification prior to completion of the build-out, **SBC-13STATE** will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator 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 the Collocator (forfeits) all charges collected to date by **SBC-13STATE** and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.3 The Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator 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 Virtual Collocation is not practical for technical reasons or because of space limitations, **SBC-13STATE** will provide Virtual Collocation to Collocator for the purpose of interconnecting to **SBC-13STATE** 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 **SBC-13STATE** Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96. 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 **SBC-13STATE** Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. Collocator must use an **SBC-13STATE** Approved Vendor to perform the installation of such in the **SBC-13STATE** Eligible Structure. The Collocator's **SBC-13STATE** Approved Vendor will be permitted access to the **SBC-13STATE** Main Distribution Frame or its equivalent for installation and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an **SBC-13STATE** Approved Power Installation Vendor to install power cable(s) from the Collocator's Virtual Collocation Space to the designated **SBC-13STATE**'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. **SBC-13STATE** will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of the Collocator by **SBC-13STATE**.
- 4.2.1 Collocator will install their own bay(s) by an **SBC-13STATE** Approved Vendor. **SBC-13STATE** will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or 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 **SBC-13STATE** 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 **SBC-13STATE** option, where an individual standard bay owned by **SBC-13STATE** 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 **SBC-13STATE** Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.
- 4.2.3 **SBC-13STATE** will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.
- 4.2.4 Upon request, **SBC-13STATE** will designate the floor space for the

"occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test equipment, etc. The Collocator's provided storage cabinet will be installed and grounded by the Collocator's **SBC-13STATE** Approved Vendor. The ground point will be designated by **SBC-13STATE**. Installation of additional Collocator storage cabinet(s) will be mutually agreed upon between the parties.

4.2.4.1 **SBC-13STATE** standard floor space for Collocator's 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 **SBC-13STATE** non-standard floor space for Collocator's 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 re-design and re-termination of the services to a Physical Collocation arrangement. Any requests to convert requires a new physical application be submitted, and the appropriate charges will apply.

4.2.6 The Collocator is responsible for all alarm monitoring of its virtually collocated equipment and all expenses associated. Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, **SBC-13STATE** will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

4.2.7 Virtual Collocation is ordered as set forth in **SBC-13STATE** Virtual Interconnector's Collocation Services Handbook or like document found on the **SBC-13STATE** CLEC ONLINE Web-Site for Virtual Collocation. **SBC-13STATE** will designate the location or locations within its Eligible Structure for the placement of all equipment and facilities associated with virtual collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, Hut and Cabinet space for the use of Collocators.

4.2.8 Virtual Collocation is available for the direct connection of one Collocator provided facility to a separate Collocator provided facility within the same **SBC-13STATE** wire center provided the Collocators are interconnected with **SBC-13STATE** network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.2.8.1 **SBC-13STATE** will designate and engineer the route, place cable

racking (if applicable) and provide space to be used for such facilities. **SBC-13STATE** shall permit Collocator's **SBC-13STATE** Approved Vendor to install such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that **SBC-13STATE** imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from **SBC-13STATE**.

5. SPACE AVAILABILITY

- 5.1 At the request of Collocator, **SBC-13STATE** will provide space for Virtual Collocation as described above. **SBC-13STATE** 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, **SBC-13STATE** 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 **SBC-13STATE** will provide Virtual Collocation arrangements in Eligible Structures on a “first-come, first-served” basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by **SBC-13STATE**. **SBC-13STATE** will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If **SBC-13STATE** determines that Collocator's Virtual Collocation Application is unacceptable, **SBC-13STATE** shall advise Collocator of any deficiencies within this ten (10) calendar day period. **SBC-13STATE** shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) calendar day space notification and a new delivery interval.
- 5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, **SBC-13STATE** shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the Collocator submitted its application for Virtual Collocation in that Eligible Structure.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements," if the equipment also meets **SBC-13STATE**'s equipment safety standards, which are described in another section. For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the **SBC-13STATE**'s network "for the transmission and routing of telephone exchange service or exchange access," or for access to **SBC-13STATE**'s unbundled network elements "for the provision of a telecommunications service." Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.
- 6.2 Multifunctional Equipment is not "necessary" for interconnection or access to unbundled network elements. CLEC may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by **SBC-13STATE** and CLEC. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.
- 6.3 **SBC-13STATE** permits CLEC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, **SBC-13STATE** voluntarily allows such CLEC collocation. Under the SBC/Ameritech Merger Conditions, "Advanced Services Equipment" is defined as, and limited to, the following equipment: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment." To qualify for collocation, the complete units of Advanced Services Equipment must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included below, or enhanced services functionality would disqualify the equipment from

collocation. **SBC-13STATE** voluntarily allows CLEC to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.

- 6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. CLEC may not collocate, or place into **SBC-13STATE**'s equipment, CLEC's equipment sub-components or piece-parts.
- 6.5 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** voluntarily allows CLEC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by a CLEC identified and controlled (*i.e.*, CLEC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access or for access to the **SBC-13STATE**'s unbundled network elements for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow CLEC to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and CLEC mutually agree to such collocation.
- 6.6 **SBC-13STATE** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone switching equipment" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; and (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.
- 6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. **SBC-13STATE** voluntarily allows CLECs to place in its premises certain ancillary equipment solely to support and be used with equipment that the CLEC has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and potential other ancillary equipment may be placed in **SBC-13STATE**'s premises, on a non-discriminatory basis, only if **SBC-13STATE** and CLEC mutually agree to such placement. CLEC may not place in **SBC-13STATE**'s premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by **SBC-13STATE**, and/or that would duplicate functions performed by **SBC-13STATE**, as part of its provision of infrastructure systems

for collocation. Such placement would waste space and other resources and, in at least some cases (such as BDFBs), harm **SBC-13STATE**'s ability to plan for and provide service to other customers including, but not limited to, other CLECs.

- 6.8 Pending the FCC's reasonably timely completion of remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), **SBC-13STATE** voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an **SBC-13STATE** premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in **SBC-13STATE** or (2) were requested by CLEC and accepted by **SBC-13STATE** on the same basis as under the FCC's original, pre-partially-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). **SBC-13STATE**'s agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.
- 6.9 **SBC-13STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.10 All types of equipment placed in **SBC-13STATE** Eligible Structures by Collocators must meet the **SBC-13STATE** minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with **SBC-13STATE** LEC document TP76200MP which contains network equipment, power, grounding, environmental, and physical design requirements and contains Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including **SBC-13STATE**) prior to January 1, 1998 with no known history of safety problems.
- 6.11 **SBC-13STATE** 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 **SBC-13STATE** applies to its own network equipment. **SBC-13STATE** 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.
- 6.12 In the event that **SBC-13STATE** denies Collocation of Collocator's equipment, citing minimum safety standards, **SBC-13STATE** will provide within five (5) business days

of Collocator's written request to **SBC-13STATE** representative(s), a list of **SBC-13STATE** equipment placed since January 1, 1998 within the network areas of the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such **SBC-13STATE** equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Structure.

- 6.13 In the event Collocator submits an application requesting collocation of certain equipment and **SBC-13STATE** 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 Collocator must not collocate the equipment. If Collocator disputes such determination by **SBC-13STATE**, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If **SBC-13STATE** determines that Collocator 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, the Collocator must remove the equipment from the collocation space within ten (10) business days of the date of the written notice from **SBC-13STATE**. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, **SBC-13STATE** or Collocator 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, Collocator 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 **SBC-13STATE** Collocation Services Account Manager or from the **SBC-13STATE** CLEC ONLINE Web-Site.

- 7.2 **SBC-13STATE** 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 **SBC-13STATE** for other construction and preparation work performed in the Eligible Structure.

- 7.3 Recurring/Non-Recurring charges - The Parties acknowledge that CLEC may have obtained Virtual Collocation therein pursuant to a Collocation Application(s) submitted to **SBC-13STATE** prior to the effective date of this Agreement ("CLEC's Virtual Collocation Embedded Base"). To the extent the CLEC's Virtual Collocation

Embedded Base, if any, was purchased by CLEC from an applicable **SBC-13STATE** Commission-ordered virtual collocation tariff in a particular state, the associated non-recurring and recurring rates (and intervals for uncompleted work associated with those Applications) set forth in such tariff, as amended from time to time, shall continue to apply to the CLEC's Virtual Collocation Embedded Base in such state. For the CLEC's Virtual Collocation Embedded Base, if any, purchased by CLEC pursuant to rates, terms and conditions agreed to by the Parties in an applicable prior interconnection agreement for a particular state, the associated agreed to nonrecurring and recurring rates in the applicable prior interconnection agreement, attached hereto in the Pricing Schedule entitled "Virtual Collocation Embedded Based Rates and Charges" (Appendix Pricing) and incorporated herein by reference (and any intervals for uncompleted work associated with those Applications), shall continue to apply to the CLEC's Virtual Collocation Embedded Base in that state.¹ For any Collocation Application(s) submitted by CLEC to **SBC-13STATE** after the effective date of this Agreement, the associated recurring and non-recurring rates and charges in the Pricing Schedule entitled "Virtual Collocation CDOW Rates and Charges" (Appendix Pricing) attached hereto and incorporated by reference, and the intervals set forth herein, shall apply. Charges may be generated on an ICB/NSCR basis or may be contained the state specific Appendix Pricing.

7.3.1 An ICB/NSCR quote is prepared by **SBC-13STATE** 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 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 a Collocator's ICA. 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 **SBC-13STATE** to start any preparation of the Virtual Collocation space, Collocator shall pay **SBC-13STATE** 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 the Collocator ("Custom Work"). The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.

¹ In the event that this Agreement is the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, for purposes of this Agreement, the term "CLEC's Virtual Collocation Embedded Base" shall mean the Adopting CLEC's own Virtual Collocation Embedded Base and the nonrecurring and recurring rates (and intervals for uncompleted work associated with those Applications) for such Virtual Collocation Embedded Base shall be the nonrecurring and recurring rates (and intervals) in the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Virtual Collocation Embedded Base from or the nonrecurring and recurring rates (and intervals) previously agreed to by the Adopting CLEC and **SBC-13 STATE** pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and **SBC-13STATE**.

- 7.5 **Occupancy Conditioned on Payment** - **SBC-13STATE** shall not permit Collocator's **SBC-13STATE** Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator's Virtual Collocation space until **SBC-13STATE** 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 the Collocator materially breaches this Agreement by purporting to terminate this Agreement after **SBC-13STATE** has begun preparation of the Virtual Collocation space but before **SBC-13STATE** has been paid the entire amounts due under this Article, then in addition to any other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. 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 **SBC-13STATE** 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 The monthly recurring charge(s) shall begin to apply within, but no later than five (5) calendar days from the date that **SBC-13STATE** made the Virtual Collocation Space available to the Collocator. The fact that **SBC-13STATE** may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.
- 7.10 **SBC-13STATE** 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 **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF VIRTUAL COLLOCATION SPACE

- 8.1 A list of all Collocator equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave

any other equipment or facilities within the Virtual Collocation space without the express written consent of **SBC-13STATE**.

- 8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator 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, Collocator shall furnish to **SBC-13STATE** 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, **SBC-13STATE** 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 **SBC-13STATE** and Collocator of a final list and description and receipt by **SBC-13STATE** 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 "Collocator's Equipment."
- 8.3 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to **SBC-13STATE** 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 **SBC-13STATE** 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 Collocator's **SBC-13STATE** Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator 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 **SBC-13STATE**. **SBC-13STATE** shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that **SBC-13STATE** shall have the right to reject or modify any such request. **SBC-13STATE** will perform any such construction, and the associated cost shall be paid by Collocator in accordance with **SBC-13STATE** then-standard custom work order process or ICB/NSCR.

9. COLLOCATOR RESPONSIBILITIES

9.1 The Collocator will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to **SBC-13STATE** 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 Collocator-owned and provided equipment.
- 9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator 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 an **SBC-13STATE** Approved Vendor or Manufacturer. Escort charges will apply. Collocator 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 Collocator's spare circuit packs, unique tools, test equipment, etc. used by **SBC-13STATE** to maintain and repair virtually collocated equipment.
- 9.1.9 Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE** Main Distribution Frame or its equivalent by Collocator's **SBC-13STATE** 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) by Collocator's **SBC-13STATE** Approved Power Installation Vendor from the Virtual Collocation Space to the designated **SBC-13STATE**'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 The Collocator 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. The Collocator must identify employee(s) and/or Collocator's **SBC-13STATE** 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 the Collocator's **SBC-13STATE** Approved Vendor prior to turn-up).
- 9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.
- 9.3 Collocator's **SBC-13STATE** 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, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.
- 9.4 When Collocator requires additional capacity, a collocation Augment application is required. For Augments of this type, Collocator 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 Collocator 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 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.

- 9.4.4 Collocator will be responsible for capacity management of the equipment placed.
- 9.5 After the initial installation, or an Augment, **SBC-13STATE** shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an **SBC-13STATE** 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 the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for **SBC-13STATE** to perform the installation, routine maintenance, or to escort the **SBC-13STATE** Approved Vendor, whichever applies. If the Collocator's **SBC-13STATE** 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), the Collocator 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 **SBC-13STATE** as described in Section 14.
- 9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by **SBC-13STATE** 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 the Collocator. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for **SBC-13STATE** to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.
- 9.9 The Collocator 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 the Collocator for placement in/on **SBC-13STATE** property. Collocator shall provide a stock of such items (excluding unique tools and test equipment) to **SBC-13STATE** to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. **SBC-13STATE** shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator 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 **SBC-13STATE** to repair and maintain Collocator's virtually collocated

equipment. **SBC-13STATE** shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, **SBC-13STATE** technician shall confirm to Collocator representative when **SBC-13STATE** has used a circuit pack/plug-in or other types of replacement parts or equipment. **SBC-13STATE** shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the Collocator if the discovery is made at some other time.

- 9.10 The Collocator 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 the Collocator's expense and their responsibility. Replacements must be delivered to the **SBC-13STATE** central office or **SBC-13STATE** designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.
- 9.11 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator owned property provided to **SBC-13STATE** for Virtual Collocation.
- 9.12 The Collocator 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 **SBC** ILEC's installation testing standards and requirements located on the **SBC-13STATE** CLEC ONLINE Web-Site.
 - 9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator 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). Collocator will keep this information current.
- 9.13 To the extent known, the Collocator can provide forecasted information to **SBC-13STATE** 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 **SBC-13STATE** will identify the training needs of **SBC-13STATE** personnel from the list of equipment received by the Collocator on the **SBC-13STATE** Virtual

Application Form. The Collocator will be responsible for training **SBC-13STATE** personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by **SBC-13STATE** in the Eligible Structure; or (b) **SBC-13STATE** 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 **SBC-13STATE**, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. **SBC-13STATE** will contact Collocator with the required number of **SBC-13STATE** personnel to be trained and the contact name for the Collocator to coordinate training schedules. The Collocator 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 **SBC-13STATE'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 **SBC-13STATE** may require additional training requirements to adequately provide 7 X 24 hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. **SBC-13STATE** will notify the Collocator when applicable.
- 9.14.4 Training may be provided on-site when possible.
- 9.14.5 The training for which the Collocator will be responsible includes training for the following functions to the extent such functions will be performed by **SBC-13STATE** 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 **SBC-13STATE**.
 - 9.14.5.3 Any testing, repair methods, and procedure documents utilized by Collocator, 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 **SBC-13STATE** will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, **SBC-13STATE** is responsible for employee attendance.
- 9.15 Collocator will provide remote, real-time network technical support, guidance and direction to **SBC-13STATE** for all collocated facilities and equipment using on-line telephone support.
- 9.16 Collocator is responsible for coordinating with **SBC-13STATE** to ensure that services are installed in accordance with a service request.
- 9.17 Collocator's **SBC-13STATE** Approved Vendor will, whenever possible, install the Collocator's equipment in the Virtual Collocation Space within ninety (90) calendar days of Delivery Date. Collocator's **SBC-13STATE** Approved Vendor must interconnect to **SBC-13STATE**'s network or gain access to **SBC-13STATE**'s unbundled network elements within one hundred eighty (180) calendar days of Delivery Date. If Collocator fails to do so, **SBC-13STATE** may, upon 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, the terms and any context of which indicates continued viability or applicability beyond termination. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to **SBC-13STATE** network or a **SBC-13STATE** UNE for the purpose of Collocator providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

- 10.1 **SBC-13STATE** will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:
- 10.1.1 Ensuring that the Collocator's **SBC-13STATE** Approved Vendor meets required safety standards as contained in TP76200MP and SBC ILEC's standards and requirements for equipment and facility installations.
- 10.1.2 **SBC-13STATE** placement of Collocator's fiber into an **SBC-13STATE** 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. Collocator shall strictly observe and abide by each.

- 10.2.1 **SBC-13STATE** 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 **SBC** ILEC'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 **SBC-13STATE** TP76300MP, standards and requirements for equipment and facility installations, and any successor document(s) within **SBC-13STATE** 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 The **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, **SBC-13STATE** TP76300MP, and the **SBC-13STATE** TP 76200MP standards are not incorporated herein but are available on the **SBC-13STATE** CLEC ONLINE Web-Site.
- 10.3 If the **SBC** ILEC's Interconnector's Collocation Services Handbook or like document, **SBC-13STATE** TP76300MP for equipment and facility installations, and the **SBC-13STATE** 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 Collocator has or orders a Virtual Collocation arrangement, **SBC-13STATE** shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by **SBC-13STATE**.
 - 10.3.2 Notwithstanding Sections 10.3.1, any modification made to address situations potentially harmful to **SBC-13STATE** 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 immediately. **SBC-13STATE** will immediately notify Collocator of any such modification.
- 10.4 **SBC-13STATE** shall provide an interconnection point or points, physically accessible by both **SBC-13STATE** and Collocator (typically a **SBC-13STATE** manhole) at

which a Collocator fiber optic cable can enter the Eligible Structure, provided that **SBC-13STATE** will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's 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 **SBC-13STATE** and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; **SBC-13STATE** will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for **SBC-13STATE** cable facilities and at which space is available for new facilities in at least two of those entry points.

10.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by **SBC-13STATE**, and for leaving sufficient cable length in order for **SBC-13STATE** to fully extend such Collocator-provided cable to the vault. The fiber optic entrance cable must be provided by the Collocator to **SBC-13STATE** prior to the schedule Delivery Date for the Virtual Collocation arrangement. If the fiber optic entrance cable is not provided by the Collocator prior to the scheduled Delivery Date, **SBC-13STATE** will advise the Collocator's **SBC-13STATE** Approved Vendor at space turnover that the costs associated with the fiber optic entrance cable placement will be refunded at **SBC-13STATE** earliest convenience and the job will be closed. The Collocator 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 **SBC-13STATE** 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 **SBC-13STATE** will be responsible for determining equipment location within the Eligible Structure. Procurement, installation and termination of interconnection cabling between Collocator's Virtual Collocation Space and **SBC-13STATE** Main Distribution Frame or its equivalent will be installed by the Collocator's **SBC-13STATE** Approved Vendor. The Collocator's **SBC-13STATE** Approved Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC-13STATE** TP76300MP standards and requirements for installation of equipment and facilities. **SBC-13STATE** will install and stencil termination blocks or panels at **SBC-13STATE**'s Main Distribution Frame or its equivalent for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

- 10.6 Unless otherwise expressly agreed in writing, **SBC-13STATE** will provide for all AC and DC power requirements in the Eligible Structure. The Collocator 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 Collocator's equipment at the specified DC and AC voltages. At a minimum, the power and **SBC-13STATE** associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to **SBC-13STATE** substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator 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 **SBC-13STATE** is based on demand management. **SBC-13STATE** will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's **SBC-13STATE** Approved Power Installation Vendor will install and terminate the power cable(s) from the Virtual Collocation Space to **SBC-13STATE**'s designated termination points on the Battery Distribution Fuse Bay (BDFB). When the **SBC-13STATE**'s designated power termination point(s) is at the **SBC-13STATE**'s Power Plant Primary Distribution, the Collocator's **SBC-13STATE** Approved Power Installation Vendor will install, but not terminate the Collocator's power cable(s). The Collocator must contact the assigned **SBC-13STATE** Project Manager five (5) business days prior to scheduling a request for the termination of Collocator's power cable(s) to the **SBC-13STATE**'s Power Plant Primary Distribution, which will be performed by **SBC-13STATE**. The Collocator's **SBC-13STATE** Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow the **SBC** ILEC's standards and requirements for installation of equipment and facilities.
- 10.7 **SBC-13STATE** will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that **SBC-13STATE** 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 signal levels may be provided by Collocator or **SBC-13STATE** under the custom work order process or ICB/NSCR, including payment requirements prior to the installation of the regeneration equipment.
- 10.9 Collocator and **SBC-13STATE** 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 **SBC-13STATE** shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24

hours a day.

- 10.11 **SBC-13STATE** 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.
- 10.12 Collocator and **SBC-13STATE** are each responsible for providing trouble report status or any network trouble of problems when requested by the other.
- 10.13 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 **SBC-13STATE** 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, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of **SBC-13STATE**, including condemnation or government order or regulation that makes the continued occupancy of the Virtual Collocation Space or Eligible Structure too costly in **SBC-13STATE** sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise **SBC-13STATE** shall be responsible for any reasonable preparation costs.
- 10.15 In the event the Collocator cancels its order after **SBC-13STATE** has begun preparation of the Virtual Collocation Space, but before **SBC-13STATE** has been paid the entire amounts due under this Agreement, then in addition to other remedies that **SBC-13STATE** might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. 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. **SBC-13STATE** shall provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation of Collocator's Virtual Collocation request.
- 10.16 Collocator may discontinue or terminate a Virtual Collocation Arrangement on not less than thirty (30) days advance notice to **SBC-13STATE** by submitting a complete and accurate Virtual Collocation Application plus applicable fees. Upon the discontinuance or termination of a Virtual Collocation arrangement, the Collocator shall pay to **SBC-13STATE** all costs associated with returning the Virtual Collocation

Space to SBC-13STATE in the same condition as when SBC-13STATE first began any construction work on such Virtual Collocation Space. Such costs include, but are not limited to, costs associated with removal by SBC-13STATE of facilities and cabling.

- 10.17 Upon discontinuance or termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SBC-13STATE to remove the Collocator's equipment from SBC-13STATE property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SBC-13STATE is not responsible for and will not guarantee the condition of such equipment if removed by the Collocator's SBC-13STATE vendor hired by Collocator. Collocator shall indemnify and hold SBC-13STATE harmless from any damage or claims associated with removal of its equipment or other equipment located in the central office damaged while Collocator's SBC-13STATE vendor is removing its own equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) calendar days of SBC-13STATE receipt of Collocator's Virtual Collocation Application to terminate the virtual collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, SBC-13STATE has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. SBC-13STATE shall have no responsibility for damage done to such removed equipment caused by SBC-13STATE or its contractors during the removal process. Collocator will indemnify and hold SBC-13STATE harmless for any damage or claims associated with the removed equipment or other equipment located in the central office damaged if SBC-13STATE removes Collocator's equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non- SBC-13STATE location, at the expense of the Collocator.
- 10.18 Upon termination of the Virtual Collocation arrangement, the Collocator 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, SBC-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable as set forth in Section 10.18 below. SBC-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SBC-13STATE instructs the Collocator 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 Collocator fails to remove its equipment and facilities from the Virtual Collocation Space within thirty (30) calendar days after discontinuance of use, **SBC-13STATE** may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold **SBC-13STATE** harmless from any and all claims, expenses, fees, or other costs associated with any such removal by **SBC-13STATE**.

11. TEST AND ACCEPTANCE

- 11.1 Collocator and **SBC-13STATE** will complete an acceptance walk-through visit of the Virtual Collocator's Space prior to turning the Virtual Collocation Space over to the Collocator's **SBC-13STATE** Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by **SBC-13STATE** as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at **SBC-13STATE** expense.
- 11.2 Prior to Collocator's installation vendor powering up equipment, and after the frame connections and equipment has been installed, Collocator will schedule a pre-performance visual inspection visit with the LOC as specified in Section 9.2.5. The Collocator 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 Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the visual inspection that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed. Collocator shall be responsible for coordination with its **SBC-13STATE** 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, the Collocator will arrange to deliver to the **SBC-13STATE** Central Office, or other pre-designated location by **SBC-13STATE**, 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 the Collocator's equipment. It is the Collocator's responsibility to arrange with their **SBC-13STATE** Approved Vendor to place any of the items provided into the Collocator's designated storage cabinet or shelf, if applicable.
- 11.4 Once the Collocator's 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 the Collocator, its **SBC-13STATE** approved installation contractor, **SBC-13STATE**, and/or **SBC-13STATE** vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent possible, **SBC-13STATE** will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.

- 11.5 All installations of equipment must be in accordance with the **SBC-13STATE** TP76300MP standards and requirements for equipment and facility installations and subject to review by an **SBC-13STATE** maintenance engineer for compliance. Should **SBC-13STATE** maintenance engineer determine during their review that the installation is not compliant with specifications, Collocator may schedule an additional visual inspection after corrective work has been performed.
- 11.6 Collocator shall be responsible of coordination with its **SBC-13STATE** Approved Vendor to be at the site for acceptance testing.
- 11.7 Upon successful completion of the testing as described in Section 11.4 above, **SBC-13STATE** shall provide Collocator with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, **SBC-13STATE** will begin to maintain and repair the virtual collocated equipment at the direction of the Collocator, if all training requirements have been met.
- 11.8 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will either order interconnection or network elements from **SBC-13STATE** to connect to the equipment.

12. DELIVERY INTERVALS

- 12.1 The delivery interval relates to the period in which **SBC-13STATE** shall construct and turnover to the Collocator's **SBC-13STATE** Approved Vendor the requested Virtual Collocation Space. The delivery interval begins on the date **SBC-13STATE** receives an accurate and complete Virtual Collocation Application from the Collocator. The delivery interval ends on the date **SBC-13STATE** is ready to turnover the Virtual Collocation Space to Collocator's **SBC-13STATE** Approved Vendor ("Delivery Date"). The Collocator must provide the **SBC-13STATE**, within seven (7) calendar days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the delivery interval provided in table below will not commence until such time as **SBC-13STATE** has received such response and payment. If the Collocator has not provided the **SBC-13STATE** such response and payment by the twelfth (12th) calendar day after the date **SBC-13STATE** notified Collocator its

request has been granted, the application will be canceled. Virtual Collocation Space is not reserved until **SBC-13STATE**'s receipt of the confirmatory response in writing from the Collocator with applicable fees. The delivery interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day space notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The delivery interval for Virtual Collocation is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (1) below including, without limitation, the number of all Virtual Collocation Applications submitted by Collocator and the need for additional preparation of the space such as overhead racking, additional power or HVAC.

Table (1)

Number of All Virtual Collocation Applications submitted by One Collocator 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

- 12.2 Should the Collocator submit twenty-one (21) or more applications within ten (10) business days, the above delivery intervals will be increased by five (5) 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 **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals. Virtual Collocation delivery interval ends when roughed in and the assigned space has been distinctly marked by **SBC-13STATE**.

- 12.2.1 For example, but not by way of limitation, if a Collocator submits twelve (12) complete and accurate Virtual Collocation Applications in a state, the delivery intervals assigned by **SBC-13STATE** will depend on which variables apply within each Eligible Structure Virtual Collocation is requested:

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.

- 12.3 The second fifty percent (50%) payment must be received by **SBC-13STATE** prior to the space being turned over to the Collocator's **SBC-13STATE** Approved Vendor. At space turnover, the Actual Point of Termination (APOT) Connection(s) will be provided to the Collocator's **SBC-13STATE** Approved Vendor by **SBC-13STATE**.
- 12.4 For the following interconnection cabling Augments, the Collocator must submit a complete and accurate Virtual Collocation Application:
- 168 DS1 connections and/or
 - 48 DS3 connections and/or
 - 400 Copper (shielded or nonshielded) cable pair connections
 - 12 fiber pair connections

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 **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power. The cabling Augment interval assigned will be provided to the Collocator by **SBC-13STATE** with the ten (10) calendar day Augment notification. Each complete and accurate Virtual Collocation Application received by **SBC-13STATE** from the Collocator will be processed in the order received unless the Collocator provides a priority list, whichever is applicable. The cabling Augment interval is determined by **SBC-13STATE** taking into consideration the various factors set forth in Table (2) below including, without limitation, the number of all Virtual Collocation Applications for the above Augments submitted by Collocator, the type of infrastructure available for collocation, and the need for additional preparation of the infrastructure such as overhead racking and additional power.

Table (2)

Number of All Cabling Augment Applications submitted by One Collocator 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

11-20	35calendar days	65 calendar days

12.6 Should the Collocator submit twenty-one (21) or more Virtual Collocation Applications for cabling Augments within ten (10) business days, the above cabling Augment intervals will be increased by five (5) 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 **SBC-13STATE** from a Collocator within a ten (10) business day period shall be treated as submitted at the same time for purposes of administering the above staggering intervals.

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

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.

12.7 For all Augments other than provided above, **SBC-13STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery intervals.

12.8 Within twenty (20) calendar days or mutually agreed upon time, from **SBC-13STATE**'s receipt of the confirmatory response in writing to continue construction on the Virtual Collocation arrangement requested along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application), **SBC-13STATE** will schedule a walk through visit with the CLEC and/or vendor to provide floor plans of space and the preliminary route design for the interconnection and power cabling.

12.9 During **SBC-13STATE** delivery interval, if engineering design work is complete, which includes asbestos removal, HVAC installation, filtration, floor loading, floor preparation, and overhead racking placement, **SBC-13STATE** will notify Collocator that their **SBC-13STATE** Approved Vendor will be allowed to do work in parallel with **SBC-13STATE** throughout the remaining delivery interval. The Collocator must obtain an approved Method of Procedures (MOP) from **SBC-13STATE** and follow **SBC-13STATE**'s Technical Publication for installation of equipment and facilities.

- 12.10 In responding to an application request that requires an ICB/NSCR, **SBC-13STATE** shall advise the Collocator 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 **SBC-13STATE** network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting **SBC-13STATE** LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. In an emergency, **SBC-13STATE** 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 **SBC-13STATE** central offices and **SBC-13STATE** CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by **SBC-13STATE**.
- 13.2 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator 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 **SBC-13STATE** 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 the Collocator's employee or Center that will cooperatively test with **SBC-13STATE** at no charge to **SBC-13STATE**; and
- 13.2.6 The type of the trouble.
- 13.3 When an **SBC-13STATE** technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the **SBC-13STATE** technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.
- 13.4 **SBC-13STATE** is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by **SBC-13STATE**

is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair **SBC-13STATE** owned equipment, **SBC-13STATE** can use this test equipment for test operations directed by the Collocator. **SBC-13STATE** assumes no liability for damage to Collocator's equipment caused by using **SBC-13STATE** test equipment.

SBC-13STATE is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. **SBC-13STATE** 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 the Collocator 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 support is necessary, the Collocator's **SBC-13STATE** Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If **SBC-13STATE**, working with the Collocator believes that it would be beneficial to allow the Collocator on site to aid in troubleshooting or restoring equipment, it will so request. Charges for an escort will apply in either situation and the Collocator must identify the employee and/or **SBC-13STATE** Approved Vendor that will assist in the restoration.
- 13.6 The Collocator may request **SBC-13STATE** 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 Collocator owned equipment, the Collocator shall provide **SBC-13STATE** 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., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's **SBC-13STATE** Approved 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, **SBC-13STATE** shall perform repairs as described in Section 14 of this Appendix.
- 13.8 **SBC-13STATE** is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's virtual collocation equipment at the direction of the Collocator 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 **SBC-13STATE** personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

- 14.1 **SBC-13STATE** will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, **SBC-13STATE** agrees to meet

service response interval for installation, repair, and/or maintenance as defined below. Collocator 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 Collocator to the LOC, to the time a **SBC-13STATE** technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's 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 the Collocator 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 the Collocator's **SBC-13STATE** Approved Vendor or Manufacturer,

the Collocator will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless the Collocator's **SBC-13STATE** 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 **SBC-13STATE** shall be requested through the LOC by the Collocator and completed at the direction of the Collocator. Collocator must identify the Manufacturer and/or **SBC-13STATE** Approved Vendor performing the work.

- 14.2 Charges to install, repair, and maintain Collocator's equipment will be billed per the state specific rates provided in the attached Appendix Pricing. If Collocator has not supplied sufficient replacement/installment part(s) or appropriate test equipment at the time **SBC-13STATE**'s technician is ready to begin work at a Central Office, **SBC-13STATE** will close out the ticket. Collocator 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, **SBC-13STATE** 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, **SBC-13STATE** 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 Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or **SBC-13STATE** opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. **SBC-13STATE** shall endeavor to relocate Collocator equipment to an alternative location.

- 15.2 Any obligation on the part of **SBC-13STATE** to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation Space. Upon mutual agreement, when Collocator's space or equipment is damaged, the Collocator may arrange a visit with the LOC to inspect the condition and escort charges will apply. The Collocator must identify the employee(s) and/or **SBC-13STATE** 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, **SBC-13STATE** at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator 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 Collocator 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 Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator 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 **SBC-13STATE** might have. **SBC-13STATE** may exercise this authority on an individual collocation space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

17. LIMITATION OF LIABILITY

- 17.1 Collocator acknowledges and understands that **SBC-13STATE** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator's; that such space may be close to the Virtual Collocation Space, possibly including space adjacent to the Virtual Collocation Space and/or with access to the outside of the Virtual Collocation Space. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any action or omission by any other, regardless of the degree of culpability of any such other or **SBC-13STATE**, and regardless of whether any claimed **SBC-13STATE** liability arises in tort or in contract. Collocator shall save and hold **SBC-13STATE** harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Collocator.

18. INDEMNIFICATION OF SBC-13STATE

18.1 Indemnification of SBC-13STATE

- 18.1.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), Collocator's shall indemnify and hold harmless **SBC-13STATE** the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all

liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against **SBC-13STATE** where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise from the willful or intentional misconduct of **SBC-13STATE** or its employees.

19. NOTICES

- 19.1 Except in emergency situations, **SBC-13STATE** shall provide Collocator with written notice five (5) business days prior to those instances where **SBC-13STATE** 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.
- 19.2 **SBC-13STATE** will inform Collocator by telephone of any emergency-related activity that **SBC-13STATE** or its subcontractors may be performing in the general area of the Virtual Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Virtual Collocation Space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service.
- 19.3 **SBC-13STATE** will provide Collocator with written notification 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 Collocator's equipment. **SBC-13STATE** shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's 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 (AR, CA, CT, KS, MO, NV, OK, TX)
Account Manager - Collocation
2600 North Central Expressway
6th Floor,
Richardson, Texas 75080

If to (IL, IN, MI, OH, WI)
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654

If to Collocator: **Jenna Brown**
88 Rowland Way
Novato, California 94945

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 desired or required to be given by one party to the other shall be dispatched 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 Collocator: **Jenna Brown**
88 Rowland Way
Novato, California 94945

20. INSURANCE

- 20.1 Collocator shall furnish **SBC-13STATE** 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. **SBC-13STATE** 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).

- 20.1.1 In addition to the insurance requirements set forth in this Agreement, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.
- 20.2 The limits for insurance set forth in the General Terms and Conditions of this Agreement may be increased by **SBC-13STATE** 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 **SBC-13STATE** structure.
- 20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by **SBC-13STATE**.
- 20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.
- 20.5 Collocator 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,

SBC-13STATE's obligation to turn over the Virtual Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure. Collocator shall arrange for **SBC-13STATE** to receive thirty (30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

- 20.6 Collocator must also conform to recommendations made by **SBC-13STATE**'s Property Insurance Company, if any, unless a recommendation is also applicable to **SBC-13STATE** and **SBC-13STATE** does not so conform in the Eligible Structure where the Virtual Collocation Space is located.
- 20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTION OF SERVICE AND PROPERTY

- 21.1 **SBC-13STATE** shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.
- 21.2 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.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 22.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for electronic access to the Directory Assistant data-base provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.1.1 Southern New England Telephone (**SNET**) will provide electronic access to its Directory Assistance (DA) database through the FCC 39 Access Tariff.
- 1.2 SBC Communications Inc. (SBC) means the holding company which 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, Texas and Wisconsin.
- 1.4 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.5 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.6 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.7 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.
- 1.8 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.
- 1.9 The Prices at which **SBC-13STATE** agrees to provide electronic access to its Directory Assistance (DA) database are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Automated Message Accounting (AMA)”** – Billing detail recordings in the switch.
- 2.2 **“Call Processing Data Link - (CPDL)”** - CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity.
- 2.3 **“Data Terminating Equipment (DTE)”** - A terminal attached to a data network as an End User node.
- 2.4 **“Nortel Digital Multiplexing Switch (DMS 200)”** - DMS performs base call processing functions and supports service capabilities.
- 2.5 **“IBM RISC 6000 Processor”** – The IBM platform that enables database search capabilities.
- 2.6 **“Nortel Directory One (D1)”** - D1 offers directory search applications built on a standard operating software environment.
- 2.7 **“Nortel Directory One Call Control”** - Allows bi-directional call control capability between the TOPS switch and the D1 network.
- 2.8 **“Electronic White Pages (EWP)”** - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.
- 2.9 **“Nortel Interactive Voice System (IVS)”** - Peripheral off the switch that provides interactive audio.
- 2.10 **“Nortel Multi Purpose Position (MP, MPX or MPX-IWS)”** - Operator Workstations.
- 2.11 **“Non-Published Number (NP)”** - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an Operator.
- 2.12 **“Operator Service Center (OSC)”** - Physical location of the Operators/workstations.
- 2.13 **“Published Number”** - A telephone number that is published in a telephone directory and is available upon request by calling an **SBC-12STATE** DA Operator.
- 2.14 **“Nortel Queue Management System (QMS)”** - Supports up to 255 unique queues on calls to operator positions.

- 2.15 **“Nortel Traffic Operating Position System (TOPS)”** - Performs base call processing functions and support service capabilities.
- 2.16 **“Nortel/IBM Protocol”** – Allows communication between Nortel Switch and IBM database.
- 2.17 **“IBM Platform”** – Offers directory search applications built on a standard operating software environment.

3. SERVICE

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

4. RESPONSIBILITIES OF SBC-12STATE

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

5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall submit requests for Direct Access in writing to **SBC-12STATE**. Requests for Direct Access will be pursuant to the Individual Case Basis (ICB) Process as outlined in the attached procedures.
- 5.2 When CLEC utilizes a switch other than those specified in TR-BX.25, the CLEC must obtain CPDL/D1 certification of their switch from NORTEL. The CLEC shall bear all costs of obtaining any vendor certification including payment of any applicable vendor license fees. **SBC-7STATE** shall supply Nortel D1 hardware and software; i.e., two (2) ADAX cards per 9,000 Busy Hour calls. **SBC-7STATE** shall bear the cost of this hardware and software, but the CLEC will be responsible for Engineering, Furnish and Installation charges.

5.2.1 **SBC-AMERITECH** – The IBM RISC 6000 does not support the CDPL technology.

6. RESPONSIBILITIES OF BOTH PARTIES

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

7. LIABILITY

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

8. BILLING

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

9. USE OF SUBSCRIBER LISTING INFORMATION

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

10. ASSIGNMENT

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

11. TERM OF CONTRACT AND RATE STRUCTURE

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

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

11.2.1 Service Establishment

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

11.2.2 Direct Access Database Service

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

11.2.3 Direct Access Per Search

- 11.2.3.1 Where applicable, CLEC shall pay a Direct Access Per Search charge for each CLEC subscriber listing search queried from **SBC-12STATE**'s listing 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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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APPENDIX DA (DIRECTORY ASSISTANCE SERVICE)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Directory Assistance (DA) Services for switched-based CLEC's or CLEC's leasing unbundled switched-ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications, Inc. (SBC) means the holding company which 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.11 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.12 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.13 As used herein, **SNET** means an ILEC doing business in Connecticut.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following DA Services:
 - 2.1.1 **DIRECTORY ASSISTANCE (DA)**
 - 2.1.1.1 Consists of providing subscriber listing information (address, and published telephone number or an indication of "non-published status") for the local/intraLATA serving area where available to CLEC's End Users who dial 411, 1/0+411, 555-1212, 1/0+555-1212, or 1/0+NPA-555-1212 or other dialing arrangement.

2.1.2 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) or Express Call Completion (ECC)

2.1.2.1 A service in which a local or an intraLATA call to the requested number is completed on behalf of CLEC's End User, utilizing an automated voice system or with operator assistance.

2.1.3 NATIONAL DIRECTORY ASSISTANCE (NDA)

2.1.3.1 **SBC-10STATE/PACIFIC** - A service whereby end users may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.

2.1.3.2 **NEVADA/SNET** – NDA is not technically feasible and/or available.

2.1.4 BUSINESS CATEGORY SEARCH (BCS)

2.1.4.1 **SBC-SWBT**– A service which will provide CLEC End Users the ability to request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

2.1.4.2 **SBC-2STATE/SNET** – BCS is not available.

2.1.5 REVERSE DIRECTORY ASSISTANCE (RDA)

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

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

3. DEFINITIONS

3.1 The following terms are defined as set forth below:

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

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

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

4. CALL BRANDING

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

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

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

4.1.1.1.1 **SNET** – Where **SNET** provides Operator Services (OS) and DA services on behalf of CLEC, the CLEC must provide separate trunk groups for OS and DA. Each trunk group will require separate branding announcements. Where **SNET** is

only providing DA service on behalf of the CLEC, the CLEC's calls will be branded.

- 4.1.1.2 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
- 4.1.1.3 **SBC-13STATE** - CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create the CLEC's specific branding announcement for its DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.1.4 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB. CLEC's failure to properly administer customer records in LIDB may result in branding errors.
- 4.1.1.5 Branding Load Charges:
 - 4.1.1.5.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every DA call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-SWBT** unbundled local switching.
 - 4.1.1.5.2 **PACIFIC/NEVADA** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
 - 4.1.1.5.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.
 - 4.1.1.5.4 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every DA call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided in conjunction with the purchase of **SBC-AMERITECH** unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
 - 4.1.1.5.5 Silent branding has the same requirements and rates as the audible brand as addressed in 4.1.1.5.

5. DIRECTORY ASSISTANCE (DA) REFERENCE/RATER INFORMATION

- 5.1 Reference/Rater Information are SBC databases referenced by an SBC Operator for CLEC DA specific information as provided by the CLEC such as it's business office, repair and DA rates.
 - 5.1.1 Where technically feasible and/or available, **SBC-12STATE** will provide CLEC DA Reference/Rater information based upon the criteria outlined below:
 - 5.1.1.1 CLEC will furnish DA Reference and Rater -information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).

- 5.1.1.2 CLEC will inform **SBC-12STATE** via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information.
- 5.1.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's DA Services Reference or Rater -information.
- 5.1.1.4 Where technically feasible and/or available, when an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable DA rates as provided by CLEC or as otherwise defined below.
- 5.1.1.5 **SNET**- until technically feasible and/or available, when a **SNET** Operator receives a rate request from a CLEC end user, **SNET** will quote the surcharge rate only.

6. RESPONSIBILITIES OF THE PARTIES

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

7. METHODS AND PRACTICES

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

8. PRICING

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

9. MONTHLY BILLING

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

10. LIABILITY

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

11. TERMS OF APPENDIX

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

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation; construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network

maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX DAL

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**APPENDIX DAL
(LOCAL DIRECTORY ASSISTANCE LISTINGS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which Parties agrees to license its subscriber listing information applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.5 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 The prices at which **SBC-13STATE** agrees to provide CLEC with Directory Assistance Listing (DAL) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide Directory Assistance (listing information referred to as Directory Assistance Listing (DAL) in **SBC-SWBT**, Directory Assistance Listing Information Service (DALIS) in Pacific and Dialing Parity Directory Listings in **SBC-AMERITECH** (herein after collectively referred to as DAL):
 - 2.1.1 **SBC-13STATE** owns and maintains the database containing directory assistance listing information (name, address and published telephone

number, or an indication of "non-published status") of telephone subscribers.

2.1.2 **SBC-13STATE** uses the directory assistance listing information in its database to provide directory assistance (DA) service to End Users who call **SBC-13STATE**'s DA to obtain such information.

2.1.3 Inasmuch as **SBC-13STATE** provides DA service under contract for Independent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers, (CLECs), **SBC-13STATE**'s database also contains directory assistance listing information for other ILEC and CLEC End Users.

2.1.4 CLEC, or its agent, wishes to provide DA service to CLEC's End Users located in the CLEC's service area, and therefore, wishes to load its database with directory assistance listings contained in **SBC-13STATE**'s DA database.

2.1.5 **SBC-13STATE** agrees to license requested directory assistance listing information contained in its database, under the following terms and conditions:

2.1.5.1 **SBC-13STATE** shall license its directory assistance listing information as defined in Exhibit A.

2.1.5.2 **SBC-13STATE** shall provide directory assistance listing information in a mutually acceptable format.

2.1.5.3 **SBC-13STATE** shall provide directory assistance listing information to CLEC via a mutually acceptable mode of transmission. Once the mode of transmission has been determined, **SBC13-STATE** will provide to CLEC the initial load of directory assistance listing information in a mutually agreed upon timeframe.

2.2 USE OF DIRECTORY ASSISTANCE LISTING INFORMATION

2.2.1 CLEC may use the directory assistance listing information licensed and provided pursuant to this Appendix in compliance with all applicable laws, regulations, and rules including any subsequent decision by the FCC or a court regarding the use of directory assistance listings.

2.2.2 Upon termination of the Agreement, CLEC shall cease using, for any purpose whatsoever, the directory assistance listing information provided hereunder by **SBC-13STATE**, and shall extract and expunge all copies or

any portions thereof from files and records and provide a certification from an officer of the company that all actions have been performed.

- 2.2.3 In the event a telephone service subscriber has a "non-published" listing, a "non-published" classification will be identified in lieu of the telephone number information and will be considered part of the Listing Information. The last name, first name, street number, street name, community, and zip code will be provided as part of the Listing Information. The information provided for non-published customers can only be used for two purposes. First, the non-published status may be added to the listing in CLEC's database for the sole purpose of adding/correcting the non-published status of the listings in the database. Second, addresses for non-published customers may be used for verification purposes. If a caller provides the address for a requested listing, CLEC may verify the listing by matching the caller-provided address with the address in CLEC's dates. CLEC may not provide the address information of a requested listing of a non-published subscriber to a caller under any circumstances. CLEC can notify the customer that the requested listing is non-published.

3. ASSIGNMENT

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

4. BREACH OF CONTRACT

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

5. LIABILITY

- 5.1 SBC-13STATE makes no express or implied warranties whatsoever regarding the accuracy of the directory assistance listing information provided to CLEC. CLEC agrees to accept the directory assistance listing information on an "as-is" basis with all faults, errors and omissions, if any. SBC-13STATE makes no warranty, expressed or implied, with respect to any listings or the information contained therein, including but not limited to warranties for merchantability or fitness for a particular purpose.

- 5.2 CLEC hereby releases SBC-13STATE from any and all liability for damages due to errors or omissions in the directory assistance listing information provided under this Appendix, or by reason of delay in providing the directory assistance listing information, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.3 CLEC shall indemnify, protect, save harmless and defend SBC-13STATE (or SBC-13STATE's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to SBC-13STATE Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are supplying directory assistance listing information, or any actual error or omission. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC-13STATE, and/or against SBC-13STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in DA listing information, SBC-13STATE may, at its option, assume and undertake its own defense, or assist in the defense of CLEC, in which event CLEC shall reimburse SBC-13STATE for reasonable attorney's fees and other expenses incurred by it in handling and defending such demand, claim and/or suit. CLEC shall not enter into any settlement of any such demand, claim or suit without the prior written consent of SBC-13STATE.

6. TERM OF APPENDIX

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

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment

of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

(Listings are extracted by WPDC and listed by the Customer Customized Order Below)

APPENDIX 911

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APPENDIX 911

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

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, SBC-13STATE means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, SBC-AMERITECH means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, SBC-PACIFIC means the applicable above listed ILEC doing business in California.
- 1.6 As used herein, SBC-NEVADA means the applicable above listed ILEC doing business in Nevada.
- 1.7 The prices at which SBC-13STATE agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned 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 CLEC’s 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. **SBC-13STATE RESPONSIBILITIES**

- 3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 Service Provider. **SBC-13STATE** shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and **SBC-13STATE** is the 911 Service Provider. This shall include the following:
- 3.2 Call Routing
- 3.2.1 **SBC-13STATE** 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.
- 3.2.2 **SBC-13STATE** will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **SBC-13STATE** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ANI record is found in the E911 DBMS, **SBC-13STATE** will report this “No Record Found” condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

- 3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 trunks from **SBC-13STATE**'s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 3.3.2 **SBC-13STATE** will provide facilities to interconnect the CLEC, as specified in the local state tariff. Additionally, when diverse facilities are requested by CLEC, **SBC-13STATE** will provide such diversity where technically feasible, at standard local state tariff rates.
- 3.3.3 Upon written request by CLEC, **SBC-13STATE** shall, in a timely fashion, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.3.4 **SBC-13STATE** and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the **SBC-13STATE** SR(s).

3.4 Database

- 3.4.1 Where **SBC-13STATE** manages the E911 database, **SBC-13STATE** shall store the CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of CLEC End User 911 Records.
- 3.4.3 **SBC-13STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 3.4.4 **SBC-13STATE** will update CLEC's End User 911 Records in the E911 DBMS. **SBC-13STATE** will then provide CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the CLEC.
- 3.4.5 **SBC-13STATE** shall provide the CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider.
- 3.4.6 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4. CLEC RESPONSIBILITIES

4.1 Call Routing

- 4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.
- 4.1.2 CLEC will forward the ANI information of the party calling 911 to the **SBC-13STATE** 911 Selective Router.

4.2 Facilities and Trunking

- 4.2.1 CLEC shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.

- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
 - 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 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 In **SBC-AMERITECH** only, the CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
 - 4.2.5 CLEC shall maintain transport capacity sufficient to route traffic over trunks between the CLEC switch and the **SBC-13STATE** SR.
 - 4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated **SBC-13STATE** 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
 - 4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **SBC-13STATE** 911 SR.
 - 4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
 - 4.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from **SBC-13STATE**.
 - 4.2.10 CLEC will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between CLEC's network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
 - 4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation (for example, collocation). **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). CLEC is responsible for advising **SBC-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to CLEC if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 4.3 Database
- 4.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to **SBC-13STATE** for inclusion in **SBC-13STATE**'s DBMS on a timely basis. **SBC-13STATE** and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.
 - 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

- 4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 CLEC is responsible for providing SBC-13STATE updates to the ALI database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of their data to the SBC-13STATE 911 DBMS.
- 4.3.5 The CLEC shall reimburse SBC-13STATE for any additional database charges incurred by SBC-13STATE for errors in ALI data updates caused by CLEC or its third-party agent.
- 4.3.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.
- 4.4 Other
 - 4.4.1 CLEC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the CLEC provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the CLEC's POI to the designated SBC-13STATE 911 Selective Router(s).

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to 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 SBC-13STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.
- 6.2 SBC-13STATE 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 SBC-13STATE's Selective Routing. SBC-13STATE 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 SBC-13STATE and CLEC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. CLEC shall complete its portion of Exhibit I and submit it to SBC-13STATE not later than forty-five (45) days prior to the passing of live traffic. SBC-13STATE shall complete its portion of Exhibit I and return Exhibit I to CLEC not later than thirty (30) days prior to the passing of live traffic.
- 7.3 CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which CLEC's End Users are located CLEC shall provide documentation of all requisite approval(s) to SBC-13STATE prior to use of CLEC's E911 connection for actual emergency calls.

- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 In **PACIFIC**, **NEVADA**, and **SBC-AMERITECH**; the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in **SBC-13STATE**'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 **SBC-13STATE**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-13STATE** shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-13STATE** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.
- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **SBC-13STATE**, CLEC shall not be liable to **SBC-13STATE**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.
- 9.3 CLEC agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE**'s provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.
- 9.4 CLEC also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 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 **SBC-13STATE**.

10. MUTUALITY

- 10.1 CLEC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SBC-13STATE request such services, CLEC will provide such services to SBC-13STATE under terms and conditions comparable to the terms and conditions contained in this Appendix.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX MERGER CONDITIONS

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APPENDIX MERGER CONDITIONS

1. MERGER CONDITIONS

- 1.1 For purposes of this Appendix only, **SBC-13STATE** is defined as one of the following ILECs, as appropriate, in those geographic areas where the referenced SBC owned Company is the ILEC: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
 - 1.1.1 As used herein, **SBC-AMERITECH** means the applicable listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
 - 1.1.2 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and/or Wisconsin.
- 1.2 **SBC-13STATE** was and/or is required to provide to CLEC certain items as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions), including the items specified herein.
- 1.3 The Parties agree to abide by and incorporate by reference into this Appendix the FCC Merger Conditions to the extent that particular conditions have not yet terminated (sunset) and which are specifically addressed herein or relate to any provisions set forth herein.
- 1.4 Each of the obligations set forth in this Appendix terminates the earlier of: (1) the date this Agreement itself terminates without reference to this Appendix; or (2) the date such obligation terminates under the FCC Merger Conditions.

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1 Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the FCC Merger Conditions.
- 2.2 For purposes of calculating the intervals set forth in the FCC Merger Conditions concerning carrier to carrier promotions:
 - 2.2.1 the Merger Closing Date is October 8, 1999; and
 - 2.2.2 the Offering Window begins November 7, 1999.
- 2.3 "FCC Merger Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS USED FOR RESIDENTIAL SERVICES

- 3.1 The promotional discount on monthly recurring charges for unbundled local loops used in the provision of local service to residential end user customers ("Local Loops Discount") has sunset (terminated) in **SBC-SWBT** and **SBC-SNET**. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-SWBT** or **SBC-SNET** that provided for such Local Loops Discount before the sunset date in each of the respective **SBC-SWBT** and **SBC-SNET** states. Thus, notwithstanding anything to the contrary in this Appendix or

- Agreement, with respect to **SBC-SWBT** and/or **SBC-SNET**, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act , or otherwise obtains this Appendix, the CLEC shall not be entitled to this Local Loops Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-SWBT** or **SBC-SNET** that provided for this Local Loops Discount before the sunset date in each of the respective **SBC-SWBT** or **SBC-SNET** states; and (2) even then, only with respect to those unbundled local loops that were ordered by the Adopting CLEC during the Offering Window for this Local Loops Discount that has/had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions.
- 3.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with **SBC-SWBT** or **SBC-SNET** that provided for such Local Loops Discount before the sunset date in each respective **SBC-SWBT** or **SBC-SNET** state, such CLEC shall continue to receive this promotional discount only for those unbundled local loops that were ordered by CLEC while the Offering Window for this Local Loops Discount was still in effect, and that had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions. Any unbundled local loops ordered after the date the Offering Window closed in the state at issue shall not be eligible for the Local Loops Discount.
- 3.3 Notwithstanding anything to the contrary in this Appendix or Agreement, **SBC-13STATE** is under no obligation to provide a Local Loops Discount outside the “Promotional Period” as defined in paragraph 46.c of the Merger Conditions, which provides that the Promotional Period “shall be a period of 36 months from the date a qualifying unbundled local loop [was] installed and operational, or the period during which the loop remains in service at the same location and for the same telecommunications carrier, whichever is shorter.”
- 3.4 **SBC-13STATE** will provide CLEC access to unbundled 2-Wire Analog Loop(s) for use by CLEC in providing local service to residential end user customers, during the “Promotional Periods” applicable to such loop as defined in Paragraph 46 of the FCC Merger Conditions and in this Appendix, at the rates and on the terms and conditions set forth in Paragraph 46 of the FCC Merger Conditions. Such provision of loops is subject to CLEC's qualification and compliance with the provisions of the FCC Merger Conditions.
- 3.5 If CLEC does not qualify for the Local Loops Discount set forth in Paragraph 46 of the FCC Merger Conditions, **SBC-13-STATE's** provision, if any, and CLEC's payment for unbundled Loops shall continue to be governed by Appendix UNE as currently contained in this Agreement without reference to this Appendix. Unless **SBC-13-STATE** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop provided with the Local Loops Discount or to convert such service to an available alternative service provided by **SBC-13-STATE**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the rates, terms and conditions of the Agreement without reference to this Appendix or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within thirty (30) days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within sixty (60) days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. PROMOTIONAL DISCOUNTS ON RESALE

- 4.1 The promotional resale discount (“Resale Discount”) on telecommunications services that **SBC-13STATE** provides at retail to subscribers who are not telecommunications carriers, where such services are resold to residential end user customers sunset (terminated) in each **SBC-13STATE** on November 8, 2002. Consequently, such discount is not available to any CLEC who did not have an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for such Resale

- Discount before November 8, 2002. Thus, notwithstanding anything to the contrary in this Appendix or Agreement, in the event that any other telecommunications carrier should adopt provisions in this Appendix or Agreement pursuant to Section 252(i) of the Act, or otherwise obtains this Appendix, CLEC shall not be entitled to this Resale Discount unless the CLEC: (1) had an approved and effective FCC Merger Conditions Appendix in each of its Agreements with **SBC-13STATE** that provided for this Resale Discount before November 8, 2002; and (2) even then, only with respect to those underlying resold lines the Adopting CLEC ordered prior to November 8, 2002 for this resale discount with a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions.
- 4.2 With respect to any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with **SBC-13STATE** that provided for such Resale Discount before November 8, 2002, such CLEC shall continue to receive this promotional discount only for those underlying resold lines CLEC ordered during the Offering Window for this resale discount that has/had a requested installation date of no later than December 7, 2002, as more specifically addressed in Paragraph 48 of the FCC Merger Conditions. Any resold services (such as Call Waiting) provided over a resold customer line that is/was placed in service after December 7, 2002 shall not be eligible for the Resale Discount. Resold services (such as Call Waiting) added to a resold line that qualifies for the Resale Discount (i.e., which was ordered by CLEC during the offering window and has/had a requested installation date of no later than December 7, 2002) shall be eligible for the Resale Discount for the duration of the Promotional Period for the underlying resold service regardless of whether such resold services were added after the end of the Offering Window (i.e., November 8, 2002). SBC/Ameritech is under no obligation to provide a service for resale at the Resale Discount outside the Promotional Period. For purposes of this subsection, Promotional Period is defined as a period of 36 months from the date a qualifying resold service was installed and operational, or the period during which the resold service remains in service at the same location and for the same telecommunications carrier, whichever is shorter.
- 4.3 If CLEC does not qualify for the Resale Discount, **SBC-13STATE**'s provision, if any, and CLEC's payment for promotional resale discounts shall continue to be governed by Appendix Resale as currently contained in the Agreement without reference to this Appendix. Unless SBC receives thirty (30) days advance written notice with instructions to terminate service provided via the Resale Discount or to convert such service to an available alternative service provided by **SBC-13STATE**, then upon expiration of the Resale Discount in any state, the service shall automatically convert to an appropriate **SBC-13STATE** product/service offering pursuant to the rates, terms and conditions of the Agreement or, in the absence of rates, terms and conditions in the Agreement, the applicable tariff. Where there are no provisions for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

5. UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT

- 5.1 **SBC-AMERITECH** will provide unbundled shared transport in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999). To the extent this Agreement currently contains specific rates, terms and conditions for that SBC-AMERITECH unbundled shared transport offering, such offering shall be available to CLEC. In the event this Agreement does not contain specific rates, terms and conditions for that offering, such offering shall not be available to CLEC until CLEC incorporates specific rates, terms and conditions for unbundled shared transport into this Agreement via Amendment which would become effective following the date it is approved or deemed approved by the appropriate **SBC-AMERITECH** state commission or effective as may otherwise be set forth in the Amendment. Unbundled shared transport is not offered under this Appendix.

6. CONFLICTING CONDITIONS

- 6.1 If any of the FCC Merger Conditions in this Appendix and conditions imposed in connection with the merger under state law grant similar rights against **SBC-13STATE**, CLEC shall not have a right to invoke the relevant terms of these FCC Merger Conditions in this Appendix if CLEC has invoked substantially related conditions imposed on the merger under state law in accordance the FCC Merger Conditions.

7. SUSPENSION OF CONDITIONS

- 7.1 If the FCC Merger Conditions are overturned or any of the provisions of the FCC Merger Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by the FCC, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provisions described in this Appendix shall be automatically and without notice suspended as of the date of such termination, order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **SBC-13STATE** after the date of such termination, order or finding. Thereafter, **SBC-13STATE**'s continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the FCC changes, modifies, adds or deletes any of the FCC Merger Conditions set forth herein, the Parties agree that the FCC's final order controls and takes precedence over the FCC Merger Conditions set forth herein.

APPENDIX ITR (Interconnection Trunking Requirements)

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APPENDIX ITR

(Interconnection Trunking Requirements)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) 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 d/b/a/ SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 This Appendix provides descriptions of the trunking requirements between CLEC and **SBC-13STATE**. All references to incoming and outgoing trunk groups are from the perspective of CLEC. 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.
- 1.5 Local trunk groups may only be used to transport traffic between the parties End Users.
- 1.6 Transit traffic is originated by or terminated to the CLEC End User from or to other networks and not to **SBC-13STATE** End Users.
- 1.7 **SWBT** - As used herein, **SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 **AMERITECH** - As used herein, **AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 1.10 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.11 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.12 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. **DEFINITION**

- 2.1 **“Network Interconnection Methods”** (NIM) designates facilities established between the Parties Networks.

3. **ONE-WAY AND TWO-WAY TRUNK GROUPS**

- 3.1 CLEC shall issue Access Service Request (ASR) for two-way trunk groups. CLEC shall issue ASR's for one-way trunk groups, originating at the CLEC switch. **SBC-13STATE** shall issue ASR's for one-way trunk groups, originating at the **SBC-13STATE** switch. Exceptions to this are noted below:
 - 3.1.1 CLEC shall issue ASR's for one-way Meet Point Trunk Groups (MPTGs) in **SBC-13STATE**.
 - 3.1.2 CLEC shall issue ASR's for one-way Busy Line Verification/Emergency Interrupt trunk group.
 - 3.1.3 CLEC shall issue ASR's for one-way High Volume Call In trunk group as described in section 5.7.3.
 - 3.1.4 CLEC shall issue ASR's for one-way Connecticut Transit Traffic Service trunk group in **SNET**.
- 3.2 One-way trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, Meet Point, 911 and in SNET, Connecticut Transit Traffic trunk group) can be established between a CLEC switch and an **SBC-13STATE** Tandem as further provided in this Appendix ITR. CLEC is financially responsible for the transport facility cost as described in Appendix NIM section 2.6. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.
- 3.3 Two-way trunk groups for local, IntraLATA and InterLATA traffic can be established between a CLEC switch and an **SBC-13STATE** 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. For administrative consistency CLEC will have control for the purpose of issuing Access

Service Requests (ASRs) on two-way groups. **SBC-13STATE** 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.

- 3.4 The Parties agree that two-way trunking shall be established when possible and appropriate for a given trunk group. However, in **AMERITECH** and **SNET**, certain technical and billing issues may necessitate the use of one-way trunking for an interim period. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way to accommodate the present billing and technical limitations.
- 3.5 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 as described in section 9.
- 3.6 The Parties recognize that embedded one-way trunks may exist for Local/IntraLATA toll traffic via end-point meet Interconnection architecture. The Parties may 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. **SBC-13STATE** agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

- 4.1 **SBC-13STATE** deploys in its network Tandems that switch local only traffic (local Tandem **SWBT** only), Tandems that switch only local and IntraLATA traffic (local/IntraLATA Tandem **SWBT** 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 **SBC-13STATE** deploys Tandems that switch ancillary traffic such as 911 (911 Tandem), Operator Services/ Directory Assistance (OS/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, CLEC shall connect to all tandems in the LATA in **SNET**, **PACIFIC**, **NEVADA** and **AMERITECH** and to all Tandems in the local exchange area in **SWBT**. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective **SBC-13STATE** Tandems on the trunk groups defined below.

SBC-13STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.

- 4.2.1 “Transit Traffic” is local and intraLATA toll traffic originated by or terminates to CLEC's End Users from another Local Exchange Carrier, CLEC or wireless carrier's End User that transit a **SBC-13STATE** Tandem. Transit Traffic does not terminate to **SBC-13STATE's** End Users.
- 4.2.2 When transit traffic through the **SBC-13STATE** Tandem from CLEC to another Local Exchange Carrier, CLEC or wireless carrier requires 24 or more trunks, CLEC shall establish a direct trunk group between itself and the other Local Exchange Carrier, CLEC or wireless carrier. CLEC shall route Transit Traffic via **SBC-13STATE's** Tandem switches, and not at or through any **SBC-13STATE** End Offices. By establishing this trunk group, CLEC agrees to cease routing transit traffic through the **SBC-13STATE** Tandem to the third party terminating carrier. This trunk group will be serviced in accordance with the Trunk Design Blocking Criteria in Section 7.0.
- 4.2.3 **SNET** will make its Connecticut Transit Traffic Service available to CLEC for the purpose of completing CLEC Transit Traffic calls as defined in Section 4.2.1 at the rates and upon the terms and conditions set forth in Appendix Pricing and the applicable CT Access Service Tariff respectively. In doing so, **SNET** will compensate the terminating carrier for applicable local compensation or intraLATA access compensation.
- 4.3 While the Parties agree that it is the responsibility of the CLEC to enter into arrangements with each third party carrier (ILECs, IXCs, Wireless Carriers or other CLECs) to deliver or receive transit traffic, **SBC-13STATE** acknowledges that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an temporary 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 CLEC and (II) the date transit traffic volumes exchanged by the CLEC and third-party carrier exceed the volumes specified in Section 4.2.2, **SBC-13STATE** will provide CLEC with transit service. CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the Effective Date.
 - 4.3.1 Once the CLEC is notified that that there is more than a DS1's worth of traffic to any 3rd party, then the CLEC will invoke an interconnection arrangement with the 3rd party of concern within 60 calendar days.
 - 4.3.2 If CLEC does not establish direct trunk groups as described above, **SBC-13STATE** reserves the right to cease delivery of such traffic.
- 4.4 Direct End Office trunks terminate traffic from a CLEC switch to an **SBC-13STATE** End Office and are not switched at a Tandem location. The Parties shall establish a

two-way Direct End Office trunk group when actual or projected 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. Local traffic will only be alternately routed if the local exchange area is served by a local or local/Access Tandem.

4.4.1 Direct End Office trunks terminate local and intralata toll traffic from a CLEC switch to an **SBC-13STATE** End Office. This traffic is not switched at a Tandem location. DEOT's terminate Local IntraLata traffic from CLEC Switch to **SBC 13-STATE** End Office's.

4.4.2 The Parties will exert commercially reasonable efforts to achieve and maintain a network architecture within a Tandem serving area such that the DEOT does not fall below 80% of the total number of trunks the CLEC has in service in the Tandem serving areas for two consecutive months. This should be achieved within 6 months of new interconnection in a Tandem serving area or within 3 months for existing interconnections. To determine the 80% DEOT to Tandem trunks threshold, the total number of DEOTs will be divided by the total number of trunks CLEC has in use in the Tandem serving area that CLEC into which has interconnection.

4.5 All traffic received by **SBC-13STATE** on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office 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 **SBC-13STATE** 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**, **AMERITECH** and **SNET**

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 Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

- 4.6.1.2 The Lucent 1AESS switch is incapable of handling 64CCC traffic. Therefore, all trunk groups established to the 1AESS switches must use Alternate Mark Inversion (AMI).

4.6.2 Trunk Configuration – PACIFIC and NEVADA

- 4.6.2.1 When Interconnecting at PACIFIC/NEVADA's digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection trunk groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

- 4.6.2.2 When Interconnecting at PACIFIC's DMS Tandem(s), 64CCC data and voice traffic may be combined on the same B8ZF ESF facilities and 2-way trunk group. 64CCC data and voice traffic must be separate and not combined at PACIFIC's 4E Tandems. A CLEC establishing new trunk groups to carry combined voice and data traffic from PACIFIC's DMS Tandems may do so where facilities and equipment exist. Where separate voice and data Interconnection trunking already exists CLEC may transition to combined voice and data trunking as a major project, subject to rules, timelines and guidelines set forth in the CLEC handbook, which is not incorporated herein refer to the appropriate ILEC's website. In all cases, CLEC will be required to disconnect existing voice-only trunk groups as existing 64CCC trunk groups are augmented to carry both voice and data traffic. For both the combined and the segregated voice and data trunk groups, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job which PACIFIC does for IXC's, CLEC's, or itself for 64CCC trunks.

5. TRUNK GROUPS

- 5.1 The following trunk groups shall be used to exchange various types of traffic between CLEC and SBC-13STATE.
- 5.2 Local & IntraLATA Interconnection Trunk Group(s) in Each Local Exchange Area: SWBT.
- 5.2.1 A two-way local trunk group shall be established between CLEC switch and each SWBT local Tandem in the local exchange area. Inter-Tandem switching is not provided.

- 5.2.2 A two-way local/IntraLATA trunk group shall be established between CLEC switch and each **SWBT** local/IntraLATA Tandem in the local exchange area. Inter-Tandem switching is not provided.
- 5.2.3 **SWBT** reserves the right to initiate a one-way IntraLATA trunk group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which the CLEC is Interconnected.
- 5.2.4 Where traffic from CLEC switch to **SWBT** End Office is sufficient, 24 or more trunks, a local or local/IntraLATA trunk group shall also be established to the **SWBT** End Office as described in Sections 4.4 and 4.5.
- 5.2.5 A local or local/IntraLATA trunk group shall be established from CLEC switch to each **SWBT** End Office in a local exchange area that has no local Tandem.
- 5.2.6 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.
- 5.2.7 When **SWBT** has a separate local Tandem and Access Tandem in the local exchange area, a two-way IntraLATA toll trunk group shall be established to the **SWBT** Access Tandem, in addition a two-way local trunk group shall be established from the CLEC switch to the **SWBT** local Tandem(s).
- 5.2.8 When **SWBT** has a combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a two-way local/IntraLATA trunk group.
- 5.2.9 When **SWBT** has more than one combined local/Access Tandem in a local exchange area, local and IntraLATA toll traffic shall be combined on a two-way local/IntraLATA trunk group to each **SWBT** Tandem.
- 5.3 Local and IntraLATA Interconnection Trunk Group(s) in Each LATA: **AMERITECH**, **SNET**, **PACIFIC**, and **NEVADA**.
 - 5.3.1 Tandem Trunking - Single Tandem LATAs
 - 5.3.1.1 Where **PACIFIC**, **NEVADA**, or **AMERITECH** has a single Access Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk group for calls destined to or from all End Offices that subtend the Tandem. This trunk group shall be two-way and will utilize Signaling System 7 (SS7) signaling.
 - 5.3.2 Tandem Trunking – Multiple Tandem LATAs

5.3.2.1 Where **PACIFIC**, **NEVADA**, **SNET** or **AMERITECH** has more than one Access Tandem and/or local/IntraLATA Tandem in a LATA, IntraLATA Toll and Local traffic shall be combined on a single Local Interconnection Trunk Group at every **PACIFIC**, **NEVADA**, **SNET** or **AMERITECH** Tandem for calls destined to or from all End Offices that subtend each Tandem. These trunk groups shall be two-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 **Direct End Office Trunking**

5.3.3.1 The Parties shall establish direct End Office primary high usage Local Interconnection 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 **Meet Point Trunk Group: SBC-13STATE**

5.4.1 IXC traffic shall be transported between CLEC switch and the **SBC-13STATE** Access or combined local/Access Tandem over a Meet Point Trunk Group separate from local and IntraLATA toll traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and inter exchange carriers via a **SBC-13STATE** Access Tandem.

5.4.2 Meet Point 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. CLEC is financially responsible for the transport facility cost as described in Appendix NIM section 2.6.

5.4.3 When **SBC-13STATE** has more than one Access Tandem in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to each **SBC-13STATE** Access Tandem where the CLEC has homed its NXX code(s). If the Access Tandems are in two different states, CLEC shall establish a Meet Point Trunk Group with one Access Tandem in each state.

5.4.4 In **SBC-13STATE** where there is more than one Access Tandem in a LATA, and the CLEC had previously established a Meet Point Trunk Group to a **SBC-13STATE** Access Tandem, or a constrained Access Tandem condition exist, the Parties agree to develop a mutually acceptable plan to establish a

Meet Point Trunk Group to each **SBC-13STATE** Access Tandem where the CLEC has homed its NXX code(s).

- 5.4.5 FOR **PACIFIC** ONLY: CLEC will home new codes serving a particular community on the Tandem serving that community, as defined in SCHEDULE CAL.P.U.C. NO. 175—T, Section 6.7.3, Tandem Access Sectorization (TAS). CLEC is not required, however, to home codes by the sector designations. CLEC also agrees to locate at least one Local Routing Number (LRN) per home Tandem if CLEC ports any telephone numbers to its network from a community currently homing on that Tandem.
- 5.4.6 **SBC-13STATE**: 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.
- 5.4.7 **SBC-13STATE** will not block switched access customer traffic delivered to any **SBC-13STATE** Tandem for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any **SBC-13STATE** Access Tandem that CLEC switch subtends in each LATA. In no event will **SBC-13STATE** be required to route such traffic through more than one Tandem for connection to/from switched access customers. **SBC-13STATE** shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.
- 5.4.8 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, **SBC-13STATE** will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

5.5 **800/(8YY) Traffic: SBC-13STATE**

- 5.5.1 If CLEC chooses **SBC-13STATE** to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over

the InterLATA meet point trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the SBC-13STATE Tandem switch.

- 5.5.2 All originating Toll Free Service (800/8YY) calls for which CLEC requests that SBC-13STATE perform the Service Switching Point (“SSP”) function (e.g., perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 5.5.3 CLEC may handle its own 800/8YY database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/8YY call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/8YY number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to SBC-13STATE over the local or intra-LATA trunk group. In such case, the CLEC is to provide an 800/8YY billing record when appropriate. If the query reveals the call is an InterLATA 800/8YY number, CLEC will route the post-query inter-LATA call (800/8YY number) directly from its switch for carriers Interconnected with its network or over the meet point group to carriers not directly connected to its network but are connected to SBC-13STATE’s Access Tandem. Calls will be routed to SBC-13STATE 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 CLEC performs the SSP function, if delivered to SBC-13STATE, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local 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 the CLEC offers exchange service. The CLEC 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. CLEC 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 **SBC-13STATE** E911 switch.

- 5.6.2 In **SNET** only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three dedicated separate trunk groups for each Connecticut NPA, from its switch to each of the Connecticut E911 tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 tandem. A second trunk group using SS7 will go to the Secondary E911 tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 tandem and serve as a backup. These trunk groups shall be set up as a one-way outgoing only by CLEC. CLEC will have administrative control for the purpose of issuing ASRs.
- 5.6.3 CLEC will cooperate with **SBC-13STATE** to promptly test all 9-1-1 trunks and facilities between CLEC network and the **SBC-13STATE** 9-1-1 Tandem to assure proper functioning of 9-1-1 service. CLEC will not turn-up live traffic until successful testing is completed by both Parties.

5.7 **High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: SBC-12STATE**

- 5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection trunk groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

- 5.7.2 This group shall be sized as follows:

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

- 5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify SBC-12STATE at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the SBC-12STATE HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, the CLEC may request a meeting to coordinate with SBC-12STATE the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify SBC-12STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. SBC-12STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the SBC-12STATE Public Response HVCI/Mass Calling Network Access Tandem to the CLEC's choke serving office.
- 5.7.5 In SNET, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 36 Network Maintenance and Management of the General Terms and Conditions.
- 5.8 Operator Services/Directory Assistance Trunk Group(s)
- 5.8.1 If SBC-13STATE agrees to provide Inward Assistance Operator Services for the CLEC, please see section 4.1 of Appendix INW for the trunking requirements to provide this service.
- 5.8.2 If SBC-13STATE agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:
- 5.8.2.1 Directory Assistance (DA):
- 5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate SBC-13STATE OPERATOR SERVICES Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have

administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC):

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each **SBC-13STATE** OPERATOR SERVICES Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). The CLEC 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 **SBC-13STATE**'s operator is under contract to verify the busy status of the CLEC End Users, **SBC-13STATE** will utilize a segregated one-way with MF signaling trunk group from **SBC-13STATE**'s Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing 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 CLEC switch to **SBC-13STATE**'s OPERATOR SERVICES Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

5.8.2.5 Digit-Exchange Access Operator Services Signaling:

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices

(EAO) to the OPERATOR SERVICES switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS QUESTIONNAIRE

- 5.8.2.6.1 If CLEC chooses SBC-13STATE to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. **FORECASTING RESPONSIBILITIES: SBC-13STATE**

- 6.1 CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities. SBC-13STATE shall review this forecast and if it has any additional information that will change the forecast shall provide this information to CLEC. 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 SBC-13STATE 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.
- 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 plus 2 future) years; and
- 6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) 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 mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

- 6.3 CLEC shall be responsible for forecasting two-way trunk groups. SBC-13STATE shall be responsible for forecasting and servicing the one way trunk groups terminating to the CLEC and the CLEC shall be responsible for forecasting and servicing the one way trunk groups terminating to SBC-13STATE, unless otherwise specified in this Appendix. 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: SBC-13STATE**

- 7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local 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 Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. **TRUNK SERVICING: SBC-13STATE**

- 8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. In **AMERITECH** and **SNET** where one-way trunks are used (as discussed in section 3.4), **AMERITECH** and **SNET** will issue ASRs for trunk groups for traffic that originates in **SBC-13STATE** and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with 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 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.
- 8.3.1 In A Blocking Situation (Over-utilization).
- 8.3.1.1 In a blocking situation the CLEC is responsible for issuing an ASR on all two-way trunk groups and one-way CLEC originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, **SBC-13STATE** will issue a TSGR. The CLEC will issue an ASR within three (3) days after receipt and review of the TGSR. The CLEC will note "Service Affecting" On the ASR.
- 8.3.1.2 In a blocking situation **SBC-13STATE** is responsible for issuing an ASR on one-way SBC originating trunk groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, the CLEC will issue a TSGR. **SBC 13-STATE** will issue an ASR within three (3) days after receipt and review of the TGSR. **SBC-13 STATE** will note "Service Affecting" on the ASR.
- 8.3.1.3 If an Alternate Final trunk group is at 75 % utilization, a TGSR is sent to the CLEC for the final and all subtending High Usage's that are contributing any amount of overflow to the Final route.
- 8.3.2 Underutilization:

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

8.3.2.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days for **PACIFIC/NEVADA** and 10 business days for **SWBT**, **AMERITECH**, and **SNET** after receipt of the TGSR.

8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty(20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

8.3.2.1.4 If **SBC-13STATE** does not receive an ASR, or if the CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, **SBC-13STATE** will attempt to contact the CLEC to schedule a joint planning discussion. If the CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, **SBC-13STATE** will issue an ASR to resize the Interconnection trunks and facilities.

8.4 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party within twenty (20) business days for **PACIFIC/NEVADA** and (10) business days for **SWBT**, **AMERITECH**, and **SNET** after receipt of the TGSR.

- 8.4.1 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.
- 8.5 Projects require the coordination and execution of multiple orders or related activities between and among **SBC-13STATE** and CLEC work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.
- 8.5.1 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.
- 8.6 Due dates for the installation of Local Interconnection and Meet Point Trunks covered by this Appendix shall be based on each of the **SBC-13STATE**'s intrastate Switched Access intervals. If CLEC is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the CLEC will provide a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If the CLEC requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by the CLEC. Should the CLEC fail to cancel such an ASR, **SBC-13STATE** shall treat that ASR as though it had been canceled.
- 8.7 Trunk servicing responsibilities for OPERATOR SERVICES trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of the CLEC.
- 8.8 **TRUNK SERVICING** – **SWBT** Exceptions:
- 8.8.1 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.
- 8.9 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects.

- 8.9.1 **SBC-13STATE** will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include, Tandem Rehomes, Switch Conversions and other Major Network Changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. **SBC-13 STATE** will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSRs will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in **SBC-13STATE** ceasing to deliver traffic until the ASR(s) are received and processed.

9. **TRUNK DATA EXCHANGE: SBC-13STATE**

- 9.1 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.
- 9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in a MS-Excel format.

10. **NETWORK MANAGEMENT: SBC-13STATE**

10.1 **Restrictive Controls**

- 10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused

overload. CLEC and **SBC-13STATE** will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 CLEC and **SBC-13STATE** shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. **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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks, no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network

maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX INW

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**APPENDIX INW
(Inward Assistance Operator Services)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Inward Assistance Operator Services for switched-based CLEC's or CLEC's leasing unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE** means the above listed ILEC's doing business in Missouri, Oklahoma, Kansas, Texas, Arkansas, California, Nevada, Connecticut, Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.11 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.12 As used herein, **NEVADA** means an ILEC doing business in Nevada.
- 1.13 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
 - 2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
 - 2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

3. DEFINITIONS

- 3.1 **“General Assistance”** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a ‘no ring’ condition has been encountered.
- 3.2 **“Busy Line Verification”** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 3.3 **“Busy Line Verification/ Interrupt”** - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.
- 3.4 **“Toll Center Code”** - Refers to a three digit Access Tandem Code (ATC) code that uniquely identifies a tandem switch in the Local Exchange Routing Guide (LERG) designated as providing access to operator services functions. An operator dials the appropriate area code + ATC + OPR SVC CODE to obtain Inward Assistance.
- 3.5 **“Operator Service Code”** - Refers to the operator dialable code assigned in the LERG for Inward Assistance.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:
- 4.1.1 It is the responsibility of the CLEC to order the necessary facilities to interconnect with SBC-13STATE's Operator assistance switch(es). It is the responsibility of SBC-13STATE to provide the necessary facilities to the CLEC's point of presence in the local exchange area/LATA to interconnect with the CLEC's Operator assistance switches.
- 4.1.2 The CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the SBC-13STATE Operator assistance switch utilizing MF signaling. Likewise, SBC-13STATE will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to the CLEC's designated Operator assistance switch.
- 4.2 CLEC will furnish request for service in writing to SBC-13STATE, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by SBC-13STATE. CLEC or its designated operator services providers shall submit Access Service Requests (ASRs) to SBC-13STATE to establish any new interconnection trunking arrangements.
- 4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

5. TOLL CENTER CODES

- 5.1 Toll Center Codes will be used by the CLEC Operators for routing and connecting to the SBC-13STATE Operator assistance switches. These codes are specific to the various SBC-13STATE LATA's where SBC-13STATE Operator assistance switches are located.
- 5.2 SBC-13STATE Operator Services will require a Toll Center Code for the CLEC Operator Services assistance switch. This code will be the routing code used for connecting the SBC-13STATE Operator to the CLEC Operator on an Inward basis.
- 5.3 If the CLEC requires establishment of a new Toll Center Code, CLEC shall do so by referencing the Local Exchange Routing Guide (LERG).

6. PRICING

- 6.1 SBC-12STATE - Pricing for Inward Assistance Operator Services shall be based on the rates specified in the applicable Appendix Pricing (Operator work seconds) and/or the applicable Commissioned ordered tariff where stated.

7. MONTHLY BILLING

- 7.1 SBC-13STATE will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to SBC-13STATE and remittance in full will be due within thirty (30) days of receipt.

8. LIABILITY

- 8.1 The CLEC agrees to defend and hold harmless SBC-13STATE from any and all losses, damages, or other liability including attorneys fees that the carrier may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the carrier's operator use of Inward Assistance Operator Services on the behalf of the carrier's End Users. The CLEC shall defend against all end user claims just as if the carrier operator had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both SBC-13STATE and carrier.
- 8.2 The CLEC also agrees to release, defend and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

9. TERMS OF APPENDIX

- 9.1 This Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this Appendix upon one hundred-twenty (120) calendar days written notice to the other Party.
- 9.2 If the CLEC terminates this Appendix prior to the expiration of the term of this Appendix, CLEC shall pay SBC-13STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under

this Appendix, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by SBC-13STATE pursuant to this Appendix prior to its termination.

- 9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Appendix Pricing.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX INW**EXHIBIT I****SERVING AREA**OPERATOR SERVICES PROVIDER LOCATION:CLEC SWITCH SERVING LOCATIONS:

<u>CITY</u>	<u>NPA-NXX</u>	<u>LATA</u>

ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.

APPENDIX ALTERNATE BILLED SERVICE “ABS”

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BILLING AND SETTLEMENT APPENDIX FOR UNBUNDLED NETWORK ELEMENT PLATFORM (“UNE-P”) ALTERNATE BILLED SERVICES TRAFFIC

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

1.0 DEFINITIONS

- 1.1 **“Adjustments”** means either (1) any dollar amounts that are credited to CLEC’s End-User Customer as defined in Section 9, or (2) any charges or credits to the CLEC’s Account for amounts declared as Unbillable and/or Uncollectible, as defined herein.
- 1.2 **“Alternate Billed Services” (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.
- 1.3 **“End User”** means a third-party residence or business that subscribes to Telecommunications Services provided at retail by the CLEC. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.4 The term ILEC in this Appendix references the **SBC** ILECs doing business the regions more particularly described below:
 - 1.4.1 **SBC Communications Inc. (SBC)** 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
 - 1.4.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **“Messages”** means the call detail information provided via the DUF (See Section 3.0).
- 1.6 **“Pre-paid Service”** means a program offered by **SBC-13STATE**’s Public Communications affiliate that will allow CLEC’s End Users to receive collect calls that originate from inmate facilities served by **SBC-13STATE**’s Public Communications affiliate when Selective Blocking has been imposed. Prepay Service allows the End Users to receive such calls by paying a pre-determined amount into a facility-specific account from which payment for future collect calls from that facility are deducted. Prepaid calls are billed at the same rate as collect calls. When the prepaid account is exhausted, calls are prevented from completing until additional amounts are deposited in the account. Any unused portion of a prepaid account is refunded upon request.
- 1.7 **“Rejects”** means Messages that fail to pass edits in the CLEC’s billing system, including Messages that do not pass due to: (1) the age of the call; (2) missing information; (3) incomplete information, or (4) Automatic Number Identification “ANIs” that do not belong to the CLEC at the time the calls was made. Rejects are considered “Unbillable” as defined herein.

- 1.8 **“Selective Blocking”** means a blocking functionality which selectively blocks calls that originate from certain inmate facilities that are served by **SBC-13STATE**’s Public Communications affiliate and that are billable to CLEC’s UNE-P End-Users (that is certain inmate – originated collect calls terminating to CLEC’s unbundled switch-port). Traffic originating from these inmate facilities will not complete to UNE-P End-Users, unless such End-Users have set up a pre-paid account, as described herein. **SBC-13STATE** will identify CLEC’s OCNs and provide programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.
- 1.9 **“Rated ABS Message”** means an ABS message originating from **SBC-13STATE** that is rated and listed on the DUF.
- 1.10 **“Toll Billing Exception”** (TBE) means a blocking functionality which uses pre-existing Line Information Database “LIDB” that is currently available under the Interconnection Agreement to block CLEC’s retail lines. CLEC orders TBE blocking via the service order process.
- 1.11 **“Unbillable”** means the rated value of an ABS Message that is not billable to CLEC’s End-User because of missing information in the billing record or other billing error (not the result of an error by CLEC) that is returned to **SBC-13STATE** by means of the DUF.
- 1.12 **“Uncollectible”** means: an ABS Message for which charges are billed by CLEC to CLEC’s end-user’s telephone number and cannot be collected by CLEC from its End-User, despite CLEC’s collection efforts.

2.0 RESPONSIBILITY FOR INCOLLECT CALLS

- 2.1 CLEC may select one of the three options set forth below, by placing its initials in the space provided:

2.2 Option 1: CLEC Blocking of ABS Traffic

CLEC is not responsible for charges for ABS traffic that is originated on **SBC-13STATE**’s network; provided, however, that CLEC must request full Toll Billing Exception (TBE) Blocking for all of its UNE-P End Users. In addition, **SBC-13STATE** will selectively block calls which originate from certain inmate facilities that are served by **SBC-13STATE**’s Public Communications unit that are billable to CLEC’s UNE-P End-Users. Traffic originating from these inmate facilities will not complete to CLEC’s UNE-P End-Users, unless such End-Users have set up a pre-paid service. **SBC-13STATE** will identify CLEC’s OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports. CLEC will be responsible for one hundred percent (100%) and all applicable charges as discussed herein of any and all ABS charges passed through **SBC-13STATE** by a Third Party LEC to CLEC that are included in a DUF transmission.

- 2.2.1 CLEC shall block its End-User Customer access to ABS messages by requesting full Toll Billing Exception (TBE) blocking when it submits its order for ULS.

- 2.2.2 CLEC shall be responsible for paying all Charges arising out of CLEC’s failure to order blocking for UNE-P lines and as such ABS calls will not be adjusted. If the CLEC fails to place TBE on the line **SBC-13STATE** will charge the CLEC a fee of one hundred and fifty dollars (\$150) per day for each CLEC UNE-P End-User that did not have TBE implemented.

2.2.3 Settlement with CLEC

- 2.2.3.1 The amount due **SBC-13STATE** shall be the total of all billable charges, plus appropriate taxes submitted to CLEC, less:

- a. Amounts declared Unbillable or Rejects as provided in Section 8.0 of the Appendix;
- b. Late Payment Charges previously assessed for Unbillables.

2.2.3.2 Upon termination of this Appendix for any reason, all sums due to **SBC-13STATE** hereunder shall be immediately due and payable.

2.2.4 Unbillables / Rejects

2.2.4.1 CLEC may submit Unbillable and/or Reject claims to **SBC-13STATE** as provided in Section 7.0.

2.3 **Option 2: CLEC Responsible for ABS Traffic**

CLEC is responsible for payment of all charges for ABS Traffic excluding Unbillables and Rejects, as provided in Section 8, and agrees to comply with the remaining terms and conditions in this Appendix. CLEC may submit up to a maximum of thirty-five percent (35%) of **SBC-13STATE**'s rated ABS messages and applicable taxes delivered via the DUF to **SBC-13STATE** as an Uncollectible, for a given bill period. CLEC will be responsible for one hundred percent (100%) of any ABS charges and applicable taxes passed through **SBC-13STATE** by a Third Party LEC that is included in a DUF transmission. **SBC-13STATE** will credit CLEC a Billing and Collection Service (B&CS) fee of \$0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on SBC-13STATE's network.

2.3.1 At the CLEC's option, **SBC-13STATE** will selectively block calls which originate from inmate facilities that are served by **SBC-13STATE**'s Public Communications unit that are billable to CLEC's End-Users. Once the CLEC requests Selective Blocking, **SBC-13STATE** will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.

2.3.2 Settlement with CLEC:

2.3.2.1 The amount due each billing cycle to **SBC-13STATE** from CLECs who select Option 2, shall be the total of all billable charges, plus appropriate taxes submitted to CLEC less:

- a. All charges due CLEC under Option 2 of this Appendix minus the credit to CLEC of a Billing and Collection Service (B&CS) fee of \$0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on **SBC-13STATE**'s network.
- b. Amounts declared Unbillable or Rejects as provided in Section 8.0 of the Appendix;
- c. Late Payment Charges previously assessed to Uncollectibles and/or Unbillables.

2.3.2.2 Under Option 2, **SBC-13STATE** will conduct a running average review, semi-annually, of the CLEC recoured Uncollectibles to determine whether the 35% cap has been achieved by the CLEC. **SBC-13STATE** will adjust the CLEC's account accordingly as a result of the running average review for amounts declared Uncollectible. **SBC-13STATE** will work with CLEC to establish running average amount for the first six months after execution of this Appendix.

2.3.2.3 Upon termination of this Appendix for any reason, all sums due to **SBC-13STATE** hereunder shall be immediately due and payable.

2.3.3 Uncollectibles

2.3.3.1 **SBC-13STATE** may adjust CLEC's ABS charges for timely and properly returned Uncollectibles, as defined herein. If CLEC has not billed its End-User for ABS charges or has not made collection efforts, a message is not an Uncollectible and CLEC may not return the rated message to **SBC-13STATE** for adjustment. Prior to CLEC appealing for an

adjustment for an Uncollectible, CLEC will make good faith efforts to collect said amounts from its End-User. This excludes adjustments for Unbillables and Rejects, as defined herein.

- 2.3.3.2 CLEC may submit Uncollectibles to **SBC-13STATE** no earlier than 30 days, but no later than 180 days, from the date that the message was originally sent to CLEC by means of the DUF.
- 2.3.3.3 CLEC must return Uncollectibles to **SBC-13STATE** by means of the DUF, using the appropriate EMI Guidelines to receive adjustment.
- 2.3.3.4 CLEC shall implement Toll Billing Exception (TBE) for any End-User customer that is 60 days in arrears for any ABS calls. CLEC shall implement such TBE within 5-business days of recouping an Uncollectible to **SBC-13STATE** for adjustment. **SBC-13STATE** reserves the right to return Uncollectibles to CLEC if TBE was not placed on the End-User customer access line that is in arrears.
- 2.3.3.5 If the CLEC fails to place TBE on the line **SBC-13STATE** will charge the CLEC a fee of one hundred and fifty dollars (\$150) per day for each CLEC UNE-P End-User that did not have TBE implemented.
- 2.3.3.6 In the event that the CLEC wishes to remove TBE from an End User's line, CLEC must present full payment of any previous Uncollectibles on that End User's line to **SBC-13STATE** prior to **SBC-13STATE** removing TBE on the End User's line.

2.4 **Option 3: CLEC Purchase of ABS Accounts Receivable**

CLEC is responsible for payment of all charges for ABS Traffic, and will remit payment for all charges, excluding Unbillables and Rejects, as provided in Section 8. At the sole discretion of the CLEC, it may bill its End-User for ABS calls transmitted via the Daily Usage File (DUF). CLEC shall receive an Accounts Receivable Discount, which requires that the CLEC shall purchase seventy percent (70%) of the total amount of **SBC-13STATE**'s originated rated ABS messages and applicable taxes, and 100% of any ABS charges passed through **SBC-13STATE** by Third Party LECs that are included in a DUF transmission, as provided in Section 3.

- 2.4.1 At the CLEC's option, **SBC-13STATE** will selectively block calls, which originate from inmate facilities that are served by **SBC-13STATE**'s Public Communications unit that are billable to CLEC's End-Users. Once the CLEC requests Selective Blocking, **SBC-13STATE** will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.

2.4.2 Settlement with CLEC

- 2.4.2.1 The amount due **SBC-13STATE** shall be the total of all billable charges, plus appropriate taxes submitted to CLEC, less:
 - a. The Accounts Receivable Discount, as defined within Option 3 above, will be credited one month in arrears to Requesting Carrier's account;
 - b. Amounts declared Unbillable or Rejects as provided in Section 8.0 of the Appendix;
 - c. Late Payment Charges previously assessed for Unbillables.
- 2.4.2.2 Upon termination of this Appendix for any reason, all sums due to **SBC-13STATE** hereunder shall be immediately due and payable.

2.4.3 Billing Services

- 2.4.3.1 **SBC-13STATE** will provide CLEC with formatted records via the DUF for **SBC-13STATE**'s and Third Party LECs' rated messages for ABS calls in accordance with each Provider's requested rate. If CLEC elects to render bills to CLEC's Customers; it must do so in accordance with standard billing processes. If CLEC elects to bill its End-Users for ABS calls, it shall bill all calls within thirty (30) days of receiving the DUF.
- 2.4.3.2 CLEC must comply with all federal and state requirements applicable to the provision of the Billing Services if it elects to bill its End-Users for ABS calls.

3.0 **DAILY USAGE EXTRACT FILE: Applies to all Options**

- 3.1 Daily Usage Extract is a process whereby CLEC can receive usage sensitive records (Daily Usage Extract file, "DUF") in the industry standard format, currently Exchange Message Interface (EMI). The EMI format is established by the Ordering and Billing Forum (OBF), an industry body, sponsored by the Alliance for Telecommunications Solutions (ATIS), that is charged with creating voluntary guidelines for the exchange of information among Telecommunications Carriers. Although **SBC-13STATE** follows the OBF guidelines in respect to packaging and transmitting messages, regional differences may exist which are documented in the Daily Usage Extract user guide, available on **SBC-13STATE**'s CLEC web site.
- 3.2 In addition to any other records required to be transmitted in the DUF under the CLEC's Interconnection Agreement **SBC-13STATE** shall transmit **SBC-13STATE**'s and Third Party LECs' rated messages for ABS calls to CLEC on the DUF. The **SBC-13STATE** originated messages will be rated by **SBC-13STATE** and provided on the DUF. Third Party LEC's messages will be transmitted to CLEC as passed to **SBC-13STATE** from the Third Party LEC. Any disputes that the CLEC has with the Third Party LEC rates must be addressed directly by the CLEC with the Third Party LEC.
- 3.3 CLEC and **SBC-13STATE** have stipulated that a per message charge for **SBC-13STATE**'s transmission of ABS messages via the DUF to CLEC is applicable and **SBC-13STATE** will bill CLEC for the transmission Charge as outlined in the state specific Interconnection Agreement.
- 3.4 Notwithstanding the foregoing, CLEC shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by **SBC-13STATE** to CLEC within six (6) months of the date such usage was incurred.
- 3.5 CLEC shall notify **SBC-13STATE**'s Information Systems "IS" Call Center within twenty-four (24) hours if a problem occurs with transmission of the Daily Usage Extract file.

4.0 **BILLING AND COLLECTION SERVICES (B&CS): Applies to Options 1 & 2 Only**

4.1 Billing Services

- 4.1.1 CLEC will provide Billing and Collection Services (B&CS) to **SBC-13STATE** for the ABS calls described in this Appendix and for additional Alternate Billing Services that may be developed during the term of this Appendix.
- 4.1.2 **SBC-13STATE** will provide CLEC with formatted records via the DUF for **SBC-13STATE**'s and Third Party LECs' rated messages for ABS calls in accordance with each Provider's requested rate. CLEC will render bills to CLEC's Customers in accordance with standard billing processes. CLEC must bill for all ABS calls contained on the formatted DUF records. CLEC shall bill all calls within thirty (30) days of receiving the applicable DUF.

- 4.1.3 CLEC must comply with all federal and state requirements applicable to the provision of the Billing Services.
- 4.2 Collection Services
- These Collection Services consist of:
- Collecting payments remitted by CLEC's End-User Customers for Alternate Billing Services calls;
 - Adjusting End User's bills as set forth in Section 7.0 of this Appendix;
 - Responding to Customer complaints, inquiries and disputes;
 - Remitting net proceeds to **SBC-13STATE**;
 - Undertaking preliminary collection activity for delinquent accounts which may include but is not limited to referring account to outside collection agency, applying Selective or TBE blocking, or payment plan.

5.0 CHANGES TO PROVIDER'S SERVICES AND RATES

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

6.0 CUSTOMER COMPLAINTS AND INQUIRIES

- 6.1 CLEC is responsible for facilitating all End User complaints, inquiries and disputes associated with ABS calls. **SBC-13STATE** will work cooperatively with CLEC to address the CLEC's End User's concerns.

7.0 ADJUSTMENTS TO CLEC'S END-USER'S ACCOUNT

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

8.0 UNBILLABLES / REJECTS

- 8.1 **SBC-13STATE** may adjust CLEC's ABS charges for timely and properly returned Unbillables and Rejects as defined herein.
- 8.2 CLEC may submit Unbillable and/or Reject claims to **SBC-13STATE** no later than 60 days from the date the message was originally sent to CLEC through the DUF.
- 8.3 CLEC must return Unbillable and/or Reject claims to **SBC-13STATE** by means of the DUF, using the appropriate EMI Guidelines.
- 8.4 Upon receipt of returned Unbillable and/or Reject, **SBC-13STATE** will first attempt to correct the message and re-send it to CLEC for End-User billing. If the record cannot be corrected, **SBC-13STATE** will process appropriate credits to CLEC's account.
- 8.5 In the rare event that duplicate records are received by the CLEC, a separate adjustment procedure will be necessary. A CLEC may notify **SBC-13STATE** of duplicate records by submitting an e-mail message to pccdisspute@SBC.com.

9.0 TAXES

- 9.1 Taxes Imposed on Services Performed by Reseller. CLEC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on CLEC's performance of Billing Services and Collection Services under this Appendix.
- 9.2 Taxes on Alternate Billed Services CLEC shall be responsible for applying taxes as determined by Provider for all ABS messages billed hereunder as specified in Exhibit E. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying **SBC-13STATE** of those taxes. **SBC-13STATE** shall notify CLEC of this information and pursuant to this Appendix CLEC shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to **SBC-13STATE**. CLEC shall identify the amount of taxes and type of taxes, by Provider. **SBC-13STATE** shall then remit such collected taxes to the Provider.

10.0 BLOCKING

- 10.1 CLEC shall comply with all federal and state requirements to block End User access to ABS calls upon End User's request. CLEC shall also block End User access to ABS calls upon **SBC-13STATE**'s request, as set forth in the Guidelines in this Appendix.
- 10.2 CLEC shall agree to cooperate with **SBC-13STATE** to investigate, minimize, and take corrective action in cases of fraud. CLEC shall also block its End-User access to ABS calls upon **SBC-13STATE**'s request in the case of fraud.
- 10.3 In connection with the selective blocking and TBE option, **SBC-13STATE** is unable to guarantee that its methodology will block 100% of the collect/third party calls. CLEC is responsible for any ABS charges that may occur due to CLEC's End User's acceptance of Collect/Third Party calls.
- 10.4 Not all facilities have the necessary equipment or capacity to implement Selective Blocking. For Facilities not capable or without capacity to implement Selective Blocking, Toll Billing Exception (TBE) is an available alternative for the CLEC.
- 10.5 CLEC will not be charged for Selective Blocking for the remainder of 2002. **SBC-13STATE** will provide CLEC with 60-day notice from when recurring charges will commence, allowing it to remove Selective Blocking accordingly. The parties will negotiate the Selective Blocking rate. If the parties are unable to reach Appendix on the Selective Blocking Rate they will initiate the Dispute Resolution Process contained in the Underlying Interconnection Agreement.
- 10.6 **SBC-13STATE** reserves the right to withdraw the Selective Blocking Option at any time, with 30- days' notice.
- 10.7 Certain calling patterns by CLEC's End-Users accepting ABS calls may trigger fraud alerts that may require Toll Billing Exception (TBE) in place of or in addition to Selective Blocking.

11.0 AUDIT RIGHTS

- 11.1 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 Appendix ("**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 Appendix 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 Appendix 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.
- 11.2 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.
- 11.3 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the independent auditor to execute a nondisclosure Agreement in a form agreed upon by the Parties.
- 11.4 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 Appendix 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 that reveals the identity of End Users of Audited Party.
- 11.5 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Appendix for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 11.6 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 amounts from the Bill Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the day following the Bill Due Date to and including the date that the payment is actually made and available, 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.
- 11.7 Except as may be otherwise provided in this Appendix, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

- 11.8 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 3.3. Any additional audit shall be at the requesting Party's expense.

12.0 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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of Agreement; amendments and modifications; and entire Agreement.

APPENDIX NIM (NETWORK INTERCONNECTION METHODS)

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**APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective 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 SBC Communications Inc. (SBC) 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company¹ and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means the above listed ILECs doing business in Missouri, Kansas, Arkansas, Oklahoma, Texas, California, Connecticut, Nevada, Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.4 **SWBT** - As used herein, **SWBT** means the above listed ILEC doing business in Missouri, Kansas, Arkansas, Oklahoma, and Texas.
- 1.5 **PACIFIC** - As used herein, **PACIFIC** means the above listed ILEC doing business in California.
- 1.6 **NEVADA** - As used herein, **NEVADA** means the above listed ILEC doing business in Nevada.
- 1.7 **SNET** - As used herein, **SNET** means the above listed ILEC doing business in Connecticut.
- 1.8 **AMERITECH** - As used herein, **AMERITECH** means the above listed ILECS doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

¹On 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, doing business as Southwestern Bell Telephone Company ("SWBT").

- 1.9 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.
- 1.9.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.
- 1.9.2 The terms and conditions associated with access to Unbundled Network Elements (UNEs) are not found in Appendix NIM, but are contained in Appendix UNE. **SNET** Unbundled Network Elements are offered via the Connecticut Access Tariff.
- 1.10 **SBC-13STATE** shall provide Interconnection for CLEC's 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 **SBC-13STATE** provides itself, a subsidiary, an affiliate, or any other party to which **SBC-13STATE** provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 1.11 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 **SBC-13STATE**'s network is partly comprised of End Office switches, Tandem switches that serve local only traffic (**SWBT**), Tandem switches that serve IntraLATA and InterLATA traffic, and Tandem switches that serve a combination of local, IntraLATA and InterLATA traffic. **SBC-13STATE**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. Due to differing state regulatory calling scope requirements, **SWBT** requires Interconnection in each local exchange area, while **SNET**, **PACIFIC**, **NEVADA** and **AMERITECH** require Interconnection at all Tandems in a LATA. CLEC and **SBC-13STATE** agree to Interconnect their networks through existing and/or new Interconnection facilities between CLEC switch(es) and **SBC-13STATE** End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **SBC-13STATE**'s End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area 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 many cases, multiple POI(s) will be necessary to balance the facilities investment and 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 and equalize investment.
- 2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The overall goal of POI selection will be to achieve a balance in the provision of facilities that is fair to both Parties. Criteria to be used in determining POIs for each geography (LATA, tandem area, etc.) include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. 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 CLEC and **SBC-13STATE**.
- 2.5 Either Party, must provide thirty (30) days written notice of any intent to change to the physical architecture plan.
- 2.6 CLEC is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups as specified in Appendix ITR.
- 2.7 If CLEC has established Collocation in an **SBC-13STATE** End Office, the facility for the Direct End Office Trunks (DEOTS) to that End Office shall be the financial responsibility of CLEC.
- 2.8 **Technical Interfaces**
- 2.8.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.
- 2.8.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **SBC-13STATE** will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC

will provide any DS1 multiplexing required for facilities or trunking at their end.

- 2.8.3 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 CLEC provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and wishes to place their own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Physical Collocation or applicable state tariff.

3.2 Virtual Collocation Interconnection

- 3.2.1 When CLEC provides their own facilities or uses the facilities of a 3rd party to a **SBC-13STATE** Tandem or End Office and wishes for **SBC-13STATE** to place transport terminating equipment at that location on the CLEC's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation or applicable state tariff. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Leased Facility Interconnection ("LFI")

- 3.3.1 Where facilities are available, CLEC may lease facilities from **SBC-13STATE** as defined in Section 5 of this Appendix.

3.4 Fiber Meet Interconnection

- 3.4.1 Fiber Meet Interconnection between **SBC-13STATE** and CLEC can occur at any mutually agreeable and technically feasible point between CLEC's premises and an **SBC-13STATE** Tandem or End Office within each local exchange area (**SWBT**) or LATA (**AMERITECH**, **SNET**, **PACIFIC**, and **NEVADA**).
- 3.4.2 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.
- 3.4.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet 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.

- 3.4.4 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.
- 3.4.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast.
- 3.4.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.
- 3.4.7 There are two 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.

3.4.7.1 Design One: CLEC will provide fiber cable to the last entrance (or **SBC-13STATE** designated) manhole at the **SBC-13STATE** Tandem or End Office switch. **SBC-13STATE** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for **SBC-13STATE** to pull through the **SBC-13STATE** cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. **SBC-13STATE** shall take the fiber from the manhole and terminate it inside **SBC-13STATE**'s office at the cable vault at **SBC-13STATE**'s expense. In this case the POI shall be at the **SBC-13STATE** designated manhole location.

3.4.7.2 Design Two: Both CLEC and **SBC-13STATE** 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. **SBC-13STATE** will provide the fibers associated with the working side of the system. CLEC 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 **SBC-13STATE** location.

- 3.4.8 CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from **SBC-13STATE**. This location is CLEC's responsibility to provision and maintain.
- 3.4.9 The **SBC-13STATE** location includes all **SBC-13STATE** FOT, multiplexing and fiber required to terminate the optical signal provided from CLEC. This location is **SBC-13STATE**'s responsibility to provision and maintain.
- 3.4.10 **SBC-13STATE** and CLEC 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.
- 3.4.11 Each Party shall provide its own source for the synchronized timing of its FOT equipment.
- 3.4.12 CLEC and **SBC-13STATE** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.5 Other Interconnection Methods

- 3.5.1 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 **SBC-13STATE** area, CLEC shall provide written notice to **SBC-13STATE** of the need to establish Interconnection in each local exchange area (**SWBT**) or LATA (**PACIFIC**, **NEVADA**, **SNET**, and **AMERITECH**). CLEC shall provide all applicable network information on forms acceptable to **SBC-13STATE** (as set forth in SBC's CLEC Handbook, published on the CLEC website.)
- 4.2 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to 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 provide 120 days written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.
- 4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.
- 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 **SBC-13STATE** wish to voluntarily provide CLEC 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 **SBC-13STATE** voluntarily offer Leased Facilities under this section, it (I) will advise the CLEC in writing in advance of the applicable charges for Leased Facilities, and (II) will process the request only if CLEC accepts such charges.
 - 5.1.1 Leased facilities in **AMERITECH** and **SNET** are obtained from the applicable Access Tariffs.
- 5.2 Upon CLEC's request, the CLEC 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.
- 5.3 Requests by CLEC for leased facilities where facilities, equipment, or riser cable do not exist will be considered and **SBC-13STATE** may agree to provide facilities under a Bona Fide Request (BFR).

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date,

term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX NUMBER PORTABILITY

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EXHIBIT 1 [SBC-SWBT ONLY]

**APPENDIX NP
(NUMBER PORTABILITY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE** means an ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means an ILEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means an ILEC doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means an ILEC doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means an ILEC doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means an ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **PACIFIC** means an ILEC doing business in California.
- 1.11 As used herein, **NEVADA** means an ILEC doing business in Nevada.

- 1.12 As used herein, **SNET** means an ILEC doing business in Connecticut.
- 1.13 The prices at which **SBC-13STATE** agrees to provide CLEC with Numbering Portability are contained in the applicable FCC tariff.

2. INTERIM NUMBER PORTABILITY (INP) [SBC-SWBT ONLY]

- 2.1 Due to all **NEVADA**, **PACIFIC**, **SBC-AMERITECH** and **SNET** switches being LNP capable, this Section does not apply.
- 2.2 General Terms and Conditions
- 2.2.1 **SBC-SWBT** and CLEC will provide Interim Number Portability (INP) in accordance with requirements of the Act. 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 CLEC or **SBC-SWBT**. 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.
- 2.3 Service Provided
- 2.3.1 **SBC-SWBT** shall provide INP to CLEC only, as described herein.
- 2.3.2 **SBC-SWBT** shall provide INP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. **SBC-SWBT** does not offer INP services and facilities for NXX codes 555, 976, 950.
- 2.3.3 **SBC-SWBT** shall not provide INP services for End User accounts where the End User's payments are thirty (30) days or more in arrears, or where contract termination liabilities would be assessed by **SBC-SWBT** to the End User, unless full payment is made, or an agreement is reached where CLEC agrees to make full payment on the End User's behalf, including any termination amounts due.
- 2.3.4 When the exchange service offerings associated with INP service are provisioned using remote switching arrangements, **SBC-SWBT** shall make INP service available only from, or to host central offices.
- 2.4 Obligations of SBC-SWBT

- 2.4.1 **SBC-SWBT**'s sole responsibility is to comply with the service requests it receives from CLEC and to provide INP in accordance with this Appendix.

2.5 Obligations of CLECs

- 2.5.1 CLEC shall coordinate the provision of service with **SBC-SWBT** to assure that CLEC's switch is capable of accepting INP ported traffic.
- 2.5.2 CLEC is solely responsible to provide equipment and facilities that are compatible with **SBC-SWBT**'s service parameters, interfaces, equipment and facilities. CLEC 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 **SBC-SWBT** or any of its End Users. In the event that **SBC-SWBT** determines in its sole judgment that CLEC will likely impair or is impairing, or interfering with any equipment, facility or service of **SBC-SWBT** or any of its End Users, **SBC-SWBT** may either refuse to provide INP service or terminate it in accordance with other provisions of this Agreement or **SBC-SWBT**'s tariffs, where applicable.
- 2.5.3 CLEC shall provide an appropriate intercept announcement service for any telephone numbers subscribed to INP service for which CLEC is not presently providing exchange service or terminating to an End User.
- 2.5.4 Where CLEC chooses to disconnect or terminate any INP service, CLEC shall designate which standard **SBC-SWBT** intercept announcement **SBC-SWBT** shall provide for disconnected number.
- 2.5.5 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 **SBC-SWBT** to its own End User subscribers has elapsed, the ported telephone number will be released back to **SBC-SWBT**.
- 2.5.5.1 Formerly ported telephone numbers which revert to **SBC-SWBT** as described above shall be reassigned or provided with a standard **SBC-SWBT** intercept announcement in accordance with **SBC-SWBT**'s standard operating procedures then in effect.
- 2.5.6 CLEC shall designate to **SBC-SWBT** 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 CLEC assigned telephone numbers:

2.5.6.1 CLEC may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.

2.5.6.2 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.

2.6 Limitations of Service

2.6.1 **SBC-SWBT** is not responsible for adverse effects on any service, facility or equipment from the use of INP service.

2.6.2 End-to-end transmission characteristics cannot be specified by **SBC-SWBT** 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.

2.7 Service Descriptions

2.7.1 INP-Remote

2.7.1.1 INP-Remote is a service whereby a call dialed to an INP-Remote equipped telephone number, assigned to **SBC-SWBT**, is automatically forwarded to CLEC-assigned, 7 or 10 digit telephone number. The forwarded-to-number must be specified by CLEC at the same wire center wherein the ported number resides.

2.7.1.2 INP-Remote provides an initial call path and two (2) additional paths for the forwarding of no more than three (3) simultaneous calls to CLEC's specified forwarded-to number. Additional call paths are available on a per path basis.

2.7.1.3 The CLEC-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 **SBC-SWBT** ported number shall be handled like any other **SBC-SWBT** call being terminated to that end office and the ported call to CLEC assigned telephone number in CLEC switch shall be handled as any local calls between **SBC-SWBT** and CLEC.

2.7.1.4 Where facilities exist, **SBC-SWBT** will provide identification of the originating telephone number, via SS7 signaling, to CLEC.

2.7.2 INP-Direct

2.7.2.1 INP-Direct is a service which provides for the delivery of the called (dialed) number to CLEC's switching (central office or premises) equipment for identification and subsequent routing and call completion.

2.7.2.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

2.7.2.2.1 Where the location of CLEC's switching equipment to which **SBC-SWBT** 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, CLEC shall pay applicable interoffice mileage charges as specified in the applicable state Special Access Tariff.

2.7.2.3 INP-Direct service must be established with a minimum configuration of two (2) voice grade channels and one (1) unassigned telephone number per **SBC-SWBT** 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.

2.7.2.4 SS7 Signaling is not available on the INP-Direct facilities.

2.8 Intercompany Terminating Compensation

2.8.1 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.

2.9 Pricing

- 2.9.1 The Parties will comply with all effective FCC, Commission and/or court orders governing INP cost recovery and compensation. The Parties acknowledge that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be appealed. As such, the 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.
- 2.9.2 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.
- 3.1.2 Other than as specifically set out elsewhere in this agreement, **SNET** does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.

3.2 Service Provided

- 3.2.1 **SBC-12STATE** provides CLECs the use of the **SBC-12STATE** PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC’s STP, tandem, and/or end office’s LRN software will determine the need for, and triggers, the query. **SBC-12STATE**’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 **SBC-12STATE** will provide CLEC the use of the **SBC-12STATE** 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 SBC-12STATE**

3.3.1 **PACIFIC/NEVADA/SBC-AMERITECH** has deployed LRN in all of their switches.

3.3.2 **SBC-SWBT** 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, St. Louis	June 26, 1998
Ft. Worth, Kansas City	July 27, 1998
Oklahoma City, Austin, San Antonio, West Memphis,	September 30, 1998
Tulsa, El Paso, Wichita, Little Rock	December 31, 1998

3.3.3 After December 31, 1998, **SBC-SWBT** will deploy LRN in other MSAs/areas within six (6) months after receipt of Bona Fide Request (BFR) from the CLEC (see EXHIBIT 1).

3.3.4 **SBC-12STATE** may cancel any line-based calling cards associated with telephone numbers ported from their switch.

3.4 **Obligations of CLEC**

3.4.1 When purchasing the SPNP Database Query, CLEC will access **SBC-12STATE**'s facilities via an SS7 link: **SBC-AMERITECH** - Section 8 of FCC No. 2 Access Service Tariff/**NEVADA** - Section 6 of FCC No. 1

Access Services tariff/**PACIFIC** – Section 6 of FCC No. 128 Access Service tariff/ **SBC-SWBT**- Section 23 and 32 of FCC No. 73 Access Service Tariff) to the **SBC-12STATE** STP.

- 3.4.2 When purchasing the SPNP Query - Prearranged, CLEC will advise **PACIFIC/NEVADA/SBC-SWBT** of the entry point(s) of queries to the **PACIFIC/NEVADA/SBC-SWBT** network and provide a query forecast for each entry point.
- 3.4.3 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.
- 3.4.4 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a **SBC-SWBT** 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 CLEC requests that an NXX in an LRN capable **SBC-12STATE** switch become portable, CLEC shall follow the industry standard LERG procedure.
- 3.4.6 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 3.4.7 CLEC shall adhere to **SBC-12STATE**'s Local Service Request (LSR) format and PNP due date intervals.
- 3.4.8 CLEC shall adhere to **SBC-12STATE**'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 **PACIFIC/NEVADA/SBC-SWBT** toll rate centers / **SBC-AMERITECH** 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 **SBC-12STATE** NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) **SBC-12STATE** 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 CLEC chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** 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 The CLEC shall be responsible for payment of charges to **SBC-12STATE** 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 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

3.8 Pricing

- 3.8.1 The price of PNP queries shall be the same as those in

SBC-AMERITECH - Section 6 of the FCC No. 2 Access Services Tariff
NEVADA BELL - Section 19 of the FCC No. 1 Access Services Tariff
PACIFIC BELL – Section 13 of the FCC No. 128 Access Services Tariff
SBC-SWBT – Section 34 of the FCC No. 73 Access Services Tariff

- 3.8.2 CLEC agrees not to charge **SBC-12STATE**, nor any SBC Affiliate, SBC Subsidiary, or **SBC-12STATE** End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CLEC to recover the costs associated with LNP.

4. INP TO PNP TRANSITION

- 4.1 **PACIFIC/NEVADA/SBC-AMERITECH** has deployed LRN in all of their switches.
- 4.2 **SBC-SWBT** 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.

- 4.3 CLECs 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.
- 4.4 New requests for INP will not be provided in a **SBC-12STATE** switch once LRN has been deployed in that switch.
- 4.5 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 **SBC-12STATE** in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.
- 5.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, **SBC-12STATE** will provide mass calling code portability using a non-LRN solution.

5.2 Service Provided

- 5.2.1 **SBC-12STATE** will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the **SBC-12STATE** mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the **SBC-12STATE** mass calling tandem and/or **SBC-AMERITECH** mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the **SBC-12STATE** choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

- 5.2.2 When a CLEC requests that a **SBC-12STATE** number with a mass calling NXX code be ported to its network, **SBC-12STATE** will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.

5.3 **Obligations of SBC-12STATE**

- 5.3.1 **SBC-12STATE** will port its numbers with mass calling NXXs upon request by the CLEC. Non-LRN porting will be done via pseudo code or route index translation in the **SBC-12STATE** CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.
- 5.3.2 **SBC-12STATE** will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, **SBC-12STATE** shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

5.4 **Obligations of CLEC**

- 5.4.1 CLEC shall agree to adhere to **SBC-12STATE** LSR format and mass calling due date intervals.
- 5.4.2 The CLEC shall provide the facility and DID trunk group from the **SBC-12STATE** CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.
- 5.4.3 The CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

5.5 **CLEC Mass Calling Codes**

- 5.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall home its CSO(s) on a **SBC-12STATE** mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from **SBC-12STATE**'s tandem and/or **SBC-AMERITECH** mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide **SBC-12STATE** notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.

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 SBC-12STATE and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

5.6 Limitations of Service

5.6.1 CLEC shall adhere to SBC-12STATE'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 CLEC TO SBC-SWBT**

6.1 CLEC shall provide INP and PNP to SBC-SWBT under no less favorable terms and conditions as when SBC-SWBT provides such services to CLEC.

7. **PROVISION OF PNP BY CLEC TO PACIFIC/NEVADA/SBC-AMERITECH**

7.1 CLEC shall provide PNP to PACIFIC/NEVADA/SBC-AMERITECH under no less favorable terms and conditions as when PACIFIC/NEVADA/SBC-AMERITECH provides such services to CLEC.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties;

customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT 1

[This Attachment is applicable to SBC-SWBT only.]
PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country and
- additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. SBC-SWBT 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 CLEC to its **SBC-SWBT** Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which CLEC interconnects.
- An initial response from the **SBC-SWBT** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP) Bona Fide Request (BFR)

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 date⁴: _____ (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 CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/CLEC name/ID)
 _____ (contact name/address/number)
 _____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
 _____ (address of provider)
 _____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	<i>Modified Effective Date</i>	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1): _____

_____ (CLLI 2): _____

_____ (CLLI 3): _____

Authorized company representative signature/title:

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APPENDIX NUMBERING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which the Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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 will coordinate with respect to NXX assignments.
- 1.2 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2. GENERAL TERMS AND CONDITIONS

- 2.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any North American Numbering Plan (NANP) number resources from the numbering administrator including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes it is assigned.
- 2.2 At a minimum, in those Metropolitan Exchange Areas where the CLEC is properly certified by the appropriate regulatory body and intends to provide local exchange service, the CLEC shall obtain a separate NXX code for each **SBC-13STATE** rate center which is required to ensure compliance with the industry-approved Central Office Code (NXX) Assignment Guidelines (most current version) or other industry approved numbering guidelines and the FCC's Second Report & Order in CC Docket 95-116, released August 18, 1997 (Local Number Portability). This will enable CLEC and **SBC-13STATE** to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

- 2.3 Pursuant to Section 7.3 of the North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating and routing concerns. Therefore, Parties shall assign telephone numbers from its NXX's only to those customers that are physically in the rate center to which the NXX is assigned.
- 2.4 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 2.5 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Telcordia Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.
- 2.6 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust.
- 2.7 NXX Migration
- 2.7.1 Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges per NXX to the Party formerly assigned the NXX as described in the Pricing Appendix under "OTHER".
- 2.8 Test Numbers
- 2.8.1 Each Party is responsible for providing to the other, valid test numbers. One number terminating to a VOICE announcement

identifying the Company and one number terminating to a milliwatt tone providing answer supervision and allowing simultaneous connection from multiple test lines. Both numbers should remain in service indefinitely for regressive testing purposes.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX OS

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**APPENDIX OS
(OPERATOR SERVICES)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) for switched-based CLEC's or CLEC's leasing unbundled switched ports as provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-8STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.

- 1.11 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.
- 1.12 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.13 As used herein, **NEVADA** means the applicable above listed ILECs doing business in Nevada.

2. **SERVICES**

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following OS:

- 2.1.1 **Fully Automated Call Processing**

- 2.1.1.1 Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator.
 - 2.1.1.2 **SBC-10STATE** and **PACIFIC/SNET** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.
 - 2.1.1.3 **NEVADA** – This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.

- 2.1.2 **Operator-Assisted Call Processing**

- 2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. **DEFINITIONS**

- 3.1 **Fully Automated Call Processing** - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below:
 - 3.1.1 **Fully Automated Calling Card Service**.
 - 3.1.1.1 **SBC-13STATE** -This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number

to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.1.2 Fully Automated Collect and Bill to Third Number Services.

3.1.2.1 **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

3.2 **Operator-Assisted Call Processing** - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for CLEC:

3.2.1 **Semi-Automated Calling Card Service**. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

3.2.2 **Semi-Automated Collect and Bill to Third Number Services**. **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.

3.2.3 **Semi-Automated Person-To-Person Service**. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.

3.2.4 **Operator Handled Services**. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.

3.2.5 **Busy Line Verification (BLV)/Line Status Verification**. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.

3.2.6 **Busy Line Verification Interrupt (BLVI)**. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of

the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.

- 3.2.7 **Operator Transfer Service**. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

- 4.1 The procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS call.

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

4.1.1.1 Where **SBC-13STATE** provides CLEC Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the CLEC, the calls will be branded.

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

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

4.1.1.4 A CLEC purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining CLEC's End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. CLEC's failure to properly administer customer records in LIDB may result in branding errors.

4.1.1.5 Branding Load Charges

4.1.1.5.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC-SWBT** on behalf of CLEC when such services are provided in conjunction

with the purchase of **SBC-SWBT** unbundled local switching.

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

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

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

5. OPERATOR SERVICES (OS) REFERENCE/RATER INFORMATION

5.1 An SBC database referenced by an SBC Operator for CLEC OS specific Reference/Rater information based upon the criteria.

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

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

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

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

5.1.2 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, **SBC-12STATE** will quote the applicable OS rates as provided by CLEC or as otherwise defined below.

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

6. INTRALATA MESSAGE RATING

6.1 **SBC-SWBT** - Upon request, CLEC may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC-SWBT** Operator assisted intraLATA calls. With this service, **SBC-SWBT** will compute the applicable charges for each message based on CLEC's schedule of rates provided to **SBC-SWBT**.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

7.1 To the extent CLEC's NXX encompasses multiple emergency agencies, **SBC-13STATE** agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. CLEC must provide **SBC-13STATE** with the correct information to enable the transfer as required by the OSQ. CLEC will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, **SBC-13STATE** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. CLEC agrees to indemnify, defend, and hold harmless **SBC-13STATE** from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.

8. RESPONSIBILITIES OF THE PARTIES

8.1 CLEC agrees that due to quality of service and work force scheduling, **SBC-13STATE** will be the sole provider of OS for CLEC's local serving area(s) for a minimum of a one (1) year period.

8.2 CLEC will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should CLEC seek to obtain interexchange OS from **SBC-13STATE**, CLEC is responsible for ordering the

necessary facilities under the appropriate interstate or intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 8.4 CLEC will furnish to **SBC-13STATE** a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 CLEC will provide **SBC-13STATE** updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 CLEC understands and acknowledges that before live traffic can be passed, CLEC is responsible for obtaining and providing to **SBC-13STATE**, default emergency agency numbers.

9. METHODS AND PRACTICES

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

10. PRICING

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

11. MONTHLY BILLING

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

12. LIABILITY

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

13. TERMS OF APPENDIX

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

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the

Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX OSS - RESALE & UNE

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APPENDIX OSS (ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1.0 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to CLEC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC). With respect to all matters covered by this Appendix, the Parties will comply with the final SBC-Ameritech POR for Uniform and Enhanced OSS ("Uniform POR") as approved by FCC on September 22, 2000.
- 1.2 SBC Communications Inc. (SBC) means the holding company which 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 d/b/a SBC 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.
- 1.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SWBT** - As used herein, **SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 **AMERITECH** - As used herein, **AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.9 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.10 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.11 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.12 **SBC-13STATE** has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2.0 DEFINITIONS

- 2.1 "**LSC**" means (i) the Local Service Center (LSC) for **SBC-12STATE**; (ii) Local Exchange Carrier Center (LECC) for **SNET**.
- 2.2 "**LOC**" means (i) the Local Operations Center (LOC) for **SWBT**, **PACIFIC**, **NEVADA**, and **SNET**; and (ii) the Customer Response Unit (CRU) for **AMERITECH**.
- 2.3 "**Service Bureau Provider**" - For purposes of this Agreement, Service Bureau Provider is a company which has been engaged by CLEC to act as its agent for purposes of accessing **SBC-13STATE**'s OSS application-to-application interfaces.

3.0 GENERAL CONDITIONS

- 3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and **SBC-13STATE** shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically. Provided however, in regions where SBC charges a flat rate monthly OSS access and connectivity charge, a CLEC who has been using OSS electronic interfaces and decides to revert to manual for all purposes, to avoid such flat rate OSS system access and connectivity charges, may do so upon written notice to SBC, or when CLEC elects to remain manual and not to use OSS in order to avoid SWBT's flat rate monthly OSS charges.
- 3.2 Proper Use of OSS interfaces:
- 3.2.1 For **SBC-13STATE**, CLEC agrees to utilize **SBC-13STATE** electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through **SBC-13STATE**. In addition, CLEC agrees that such use will comply with **SBC-13STATE**'s Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, CLEC shall be responsible for and indemnifies **SBC-13STATE** against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of **SBC-13STATE**'s OSS from CLEC systems, workstations or terminals or by CLEC employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by CLEC and shall pay **SBC-13STATE** for any and all damages caused by such unauthorized entry.
- 3.3 Within **SBC-13STATE** regions, CLEC's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where CLEC has obtained an authorization 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 In **SBC-13STATE** regions, CLEC must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.
- 3.3.2 This section applies to **PACIFIC** ONLY. For consumer End Users, prior to accessing such information, CLEC shall, on its own behalf and on behalf of **PACIFIC**, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, CLEC shall have obtained an authorization to become the End User's local service provider. Accessing such information by CLEC shall constitute certification that CLEC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. CLEC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). CLEC agrees to indemnify, defend and hold harmless **PACIFIC** against any claim made by a consumer End User or governmental entity against **PACIFIC** or CLEC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by CLEC of this section.
- 3.3.3 Throughout **SBC-13STATE** region, CLEC is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of CLEC's failure to obtain proper CPNI consent from an End User.

- 3.4 By utilizing electronic interfaces to access OSS functions, CLEC agrees to perform accurate and correct ordering including Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. CLEC is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, CLEC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **SBC-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-13STATE** to CLEC. In addition, CLEC agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of CLEC or other third parties against **SBC-13STATE** caused by or related to CLEC's use of any **SBC-13STATE** OSS.
- 3.5 In the event SBC has good cause to believe that CLEC has used **SBC-13STATE** OSS in a way that conflicts with this Agreement or Applicable Law, SBC shall give CLEC written notice describing the alleged misuse ("Notice of Misuse"). CLEC shall immediately refrain from the alleged misuse until such time that CLEC responds in writing to SBC's Notice of Misuse, which shall be provided to SBC within twenty (20) calendar days after receipt of the Notice of Misuse. In the event CLEC agrees with SBC's allegation of misuse, CLEC shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event CLEC does not agree that the CLEC's use of **SBC-13STATE** OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, CLEC shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until CLEC has implemented a mutually agreeable remedy to the alleged misuse.
- 3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC shall have the right to conduct an audit of CLEC's use of the **SBC-13STATE** OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the **SBC-13STATE** OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. **SBC-13STATE** shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide **SBC-13STATE** with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at **SBC-13STATE**'s expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. **SBC-13STATE** agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within **SBC-13STATE**.
- 3.8 When Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SBC-13STATE** and CLEC will use manual processes. Should **SBC-13STATE** develop electronic interfaces for these functions for itself, **SBC-13STATE** will make electronic access available to CLEC within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the **SBC-13STATE** region provides for technical support function of electronic OSS interfaces. CLEC will also provide a single point of contact for technical issues related to the CLEC's electronic interfaces.

- 3.10 The Parties will follow the final adopted guidelines of “SBC Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process”, developed in collaboration with CLECs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.11 **SBC-13STATE** will and CLEC may participate in the 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 **SBC-13STATE** may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. CLEC and **SBC-13STATE** are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, **SBC-13STATE** has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: “Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices.”
- 3.12 Due to enhancements and on-going development of access to **SBC-13STATE**'s OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. **SBC-13STATE** shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.13 CLEC is responsible for obtaining operating system software and hardware to access **SBC-13STATE** OSS functions. All hardware and software requirements are specified in: “CLEC Hardware/Software Requirements for Access of SBC Uniform OSS Applications”, or any other documents or interface requirements subsequently generated by **SBC-13STATE** for any of its regions.

4.0 PRE-ORDERING

- 4.1 **SBC-13STATE** will provide real time access to pre-order functions to support CLEC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to CLEC so that CLEC order requests may be created to comply with **SBC-13STATE** region-specific ordering requirements.
- 4.2 **Pre-Ordering functions for Resale Services and UNEs include**
- 4.2.1 Feature/Service Availability
Feature Inquiry provides **SBC-13STATE** with feature and service availability by WTN, NPA/NXX, and CLLI Code (as applicable).
- 4.2.1.2 PIC/LPIC Inquiry provides **SBC-13STATE** Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll.
- 4.2.2 Customer Service Information - CSI Inquiry
Access to **SBC-13STATE** retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. CLEC agrees that CLEC's 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 CLEC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

- 4.2.3 Telephone Number Inquiry
SBC-13STATE provides a Telephone Number Reservation Inquiry and a Cancel Reservation function. With the rollout of the Uniform Pre-Order Interfaces, **Ameritech** also provides a Telephone Number Confirmation Inquiry function.
- 4.2.4 Scheduling Inquiry/Availability
 - 4.2.4.1 Due Date Inquiry provides next available dates for the End User (where available).
 - 4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.
- 4.2.5 Address Validation Inquiry
SBC-13STATE provides address validation function.
- 4.3 **The following are Pre-Order functions specific to UNEs**
 - 4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry
SBC-13STATE provides pre-order loop qualification information specific to DSL capable and Line Shared UNE loops consistent with the XDSL and Advanced Services OSS Plan of Record filed 4/3/00 and approved by FCC on 12/22/00.
 - 4.3.2 Common Language Location Indicator (CLLI) Inquiry
SBC-13STATE provides CLLI code inquiry function.
 - 4.3.3 Connecting Facility Assignment (CFA) Inquiry
SBC-13STATE provides a CFA inquiry function.
 - 4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry
SBC-13STATE provides a NC/NCI inquiry function.
- 4.4 **Electronic Access to Pre-Order Functions**
 - 4.4.1 **Resale and UNE Pre-order Interface Availability**
 - 4.4.1.1 Enhanced Verigate is the 13-state uniform pre-order GUI interface available in **SBC-13STATE** to provide the pre-ordering functions listed in section 4.2. Enhanced Verigate is accessible via a web-based Toolbar.
 - 4.4.1.2 An industry standard EDI/CORBA Pre-ordering Gateway is provided by **SBC-13STATE**. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is application-to-application interface that can be integrated with the CLEC's own negotiation system and that supports both Resale services and UNEs.
 - 4.4.1.3 DataGate is a transaction-based data query system through which **SBC-7STATE** provides CLEC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once CLEC has developed its own interface, allow CLEC to access the pre-order functions for Resale services and UNE. DataGate follows industry guidelines, but is based on **SBC-7STATE**'s proprietary pre-ordering functionality.
 - 4.4.1.4 Consumer Easy Access Sales Environment (C-EASE): C-EASE is an ordering entry system through which **SWBT** provides CLEC access to the functions of pre-ordering to order **SWBT** consumer Resale services.
 - 4.4.1.5 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which **SWBT** provides CLEC access to the functions of pre-ordering to order **SWBT** business Resale services.

- 4.4.1.6 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order **PACIFIC** Resale service.
- 4.4.1.7 **SNET** provides CLEC access to the Resale and UNE preorder functions described in section 4.2 via the application to application Electronic Data Interchange (EDI) based interface, known as MSAP. With the implementation of the Uniform EDI and CORBA application to application interfaces, the MSAP-based versions will retire as the Uniform versions are implemented, according to the CMP guidelines.
- 4.4.1.8 **SNET** provides CLEC access to the following Resale preorder applications through its proprietary (GUI) Graphical User Interface called W-CIWin. This platform of preorder applications is being retired via CMP, in February 2003, and has been replaced with the Uniform GUI – Enhanced Verigate.
 - 4.4.1.8.1 W-SNAP is an order entry application through which **SNET** provides CLEC access to pre-ordering functionality embedded in the ordering tool. This application is being retired via CMP in February 2003 and its preorder function has been replaced with the Uniform GUI – Enhanced Verigate.
 - 4.4.1.8.2 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications. This application is being retired via CMP in February of 2003 and has been replaced with the Uniform GUI – Web-based Toolbar.
 - 4.4.1.8.3 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products. This application is being retired via CMP in February 2003 and its preorder function has been replaced with the Uniform GUI – Enhanced Verigate.
- 4.4.1.9 **SNET** also provides the following UNE preorder functionality (SAG, CSR, and loop qualification) via Custom CCTOOLS. This application is being retired via CMP in February of 2003 and has been replaced with the Uniform GUI - Enhanced Verigate.

4.5 Other Pre-order Function Availability

- 4.5.1 Where pre-ordering functions are not available electronically, CLEC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.
- 4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, **SBC-13STATE** will provide CLECs with any of the following Data Validation Files via Connect: Direct, CD-ROM, or downloadable via the pre-order GUI – Enhanced Verigate. Due to its size, the Street Address Guide (SAG) will be available only via Connect:Direct, and CD-ROM.

Data Validation Files:

SAG (Street Address Guide)
Feature/Service Availability by Switch
Directory Names
Class of Service Codes
USOC (Universal Service Order Codes)
Community Names
Yellow Page Headings
PIC/LPIC (InterLATA/IntraLATA)

5.0 ORDERING/PROVISIONING

- 5.1 **SBC-13STATE** provides access to ordering functions (as measured from the time **SBC-13STATE** receives accurate service requests from the interface) to support CLEC provisioning of Resale services and UNE via

one or more electronic interfaces. To order Resale services and UNEs, CLEC will format the service request to identify what features, services, or elements it wishes **SBC-13STATE** to provision in accordance with applicable **SBC-13STATE** ordering requirements. **SBC-13STATE** will provide CLEC access to one or more of the following systems or interfaces:

5.2 Service Order Request System Availability

- 5.2.1 **SBC-13STATE** makes available to CLEC an Electronic Data Interchange (EDI) interface for transmission of Local Service Requests (LSR) as defined by the OBF, consistent with **SBC-13STATE** Local Service Order Requirements (LSOR), and via EDI mapping as defined by TCIF. In ordering and provisioning of Resale Services or UNEs, CLEC and **SBC-13STATE** will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon **SBC-13STATE**'s Resale Service and UNE ordering requirements, dependent on operating region. In addition, Local Number Portability (LNP) will be ordered consistent with the OBF LSR and EDI process.
- 5.2.2 For **SBC-13STATE**, web-based LEX is the new 13-state uniform ordering GUI interface that provides access to the uniform ordering functions for Resale Services and UNEs. Web-based LEX is accessible via a web-based Toolbar.
 - 5.2.2.1 For **SWBT** region, C-EASE is available for the ordering of consumer Resale services.
 - 5.2.2.2 For **SWBT** region, B-EASE is available for the ordering of business Resale services.
- 5.2.3 For **SWBT** and **PACIFIC** regions, SORD interface provides CLECs with the ability to create Resale and UNE orders as well as certain complex Resale and UNE orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX).
 - 5.2.3.1 For **SWBT** region, SORD interface supports CLEC initiated modification of service orders submitted electronically by CLEC via the following SWBT OSS applications: Business EASE, Consumer EASE or SORD (via DOES-Direct Order Entry System). CLEC should not use SORD to modify service orders issued electronically via LEX/EDI. In addition, CLEC should not use SORD to modify orders submitted manually to the LSC.. The Parties agree that the following conditions are applicable to EASE and SORD generated service orders with errors corrected via SORD. If CLEC chooses to use SORD to issue orders and/or modify EASE generated orders, then CLEC becomes responsible for correction of all EASE and SORD service order errors that occur between order application and order completion. CLEC may need to call the LSC to obtain additional information. For terms and conditions for service order error correction within SORD, see section 5.3.3.
 - 5.2.3.2 In **PACIFIC** region, any service order errors will be corrected by the LSC. CLEC will be given a list generated by the LSC of CLEC order errors, and CLEC will be responsible for contacting their customer when necessary to clear an error. With CLEC being the point of contact for their customer, the CLEC agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.3.3.
- 5.2.4 For **PACIFIC** and **NEVADA** regions, the Pacific Bell Service Manager (PBSM) system is available for ordering Centrex and ISDN Resale services.
- 5.2.5 In **SNET**, Resale ordering is supported by W-CIWin (**SNET**'s proprietary GUI interface). This platform of ordering applications is being retired via CMP, in February 2003, and has been replaced with the Uniform GUI – Web-based LEX.
 - 5.2.5.1 W-SNAP is made available for the ordering of non-complex Resale products and services. This application is being retired via CMP in February 2003 and its ordering function has been replaced with the Uniform GUI Interface – Web-based LEX.

- 5.2.5.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services. This application is being retired via CMP in February 2003 and its ordering function has been replaced with the Uniform GUI Interface – Web-based LEX.
- 5.2.5.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services. This application is being retired via CMP in February 2003 and its ordering function has been replaced with the Uniform GUI Interface – Web-based LEX.
- 5.2.6 In **SNET**, MSAP (**SNET**'s EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs. With the implementation of the Uniform EDI ordering application to application interface, the MSAP-based versions will retire as the Uniform versions are implemented, according to the CMP Guidelines.
- 5.2.7 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, CLEC and **SBC-13STATE** will utilize industry ASR guidelines developed by OBF based upon **SBC-13STATE** ordering requirements.
- 5.3 **Provisioning for Resale Services and UNE in SBC-13STATE**
SBC-13STATE will provision Resale services and UNE as detailed in CLEC order requests. Access to status on such orders will be provided via the following electronic interfaces:
 - 5.3.1 For **SBC-13STATE**, Order Status and Provisioning Order Status functionality is provided through the Enhanced Verigate interface which will allow CLEC to check service order status. In addition, in **SWBT** pending orders can be viewed in SORD.
 - 5.3.2 For EDI ordering, **SBC-13STATE** will provide, and CLEC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information.
 - 5.3.3 For **SWBT** and **PACIFIC** regions, as detailed in section 5.2.3, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:
 - 5.3.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;
 - 5.3.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
 - 5.3.3.4 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if CLEC fails to correct service order errors within the timeframes specified in this Section 5.3.3.
 - 5.3.3.5 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an **SBC-13STATE** issued FOC.

6.0 MAINTENANCE/REPAIR

- 6.1 Two electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, CLEC may access these functions via the following methods:
 - 6.1.1 In **SBC-13STATE**, Electronic Bonding for Trouble Administration (EBTA-GUI) allows CLEC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.
 - 6.1.2 In **SBC-13STATE**, Electronic Bonding Trouble Administration (EBTA) is an application to application interface that is available for trouble report submission and status updates. EBTA conforms to ANSI guidelines T1.227:1995, T1.228:1995 and T1.262:1998, Electronic Communications Implementation

Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by CLEC and **SBC-13STATE**. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. CLEC and **SBC-13STATE** will exchange requests over a mutually agreeable X.25-based network.

- 6.1.3 In **SBC-7STATE**, Trouble Administration (TA) system access provides CLEC with **SBC-7STATE** software that allows CLEC to submit trouble reports and subsequently check status on trouble reports for CLEC End-Users. TA will provide the ability to review the maintenance history of a converted Resale CLEC account. TA is accessible via **SBC-7STATE** Classic Toolbar.
- 6.1.4 In **SNET** the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface which is being replaced with Uniform application to application interface - EBTA. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS. This application is being retired via CMP in February of 2003 and has been replaced with the Uniform GUI interface – EBTA-GUI.

7. BILLING

- 7.1 **SBC-13STATE** will bill CLEC for Resold services and UNEs. **SBC-13STATE** will send associated billing information to CLEC as necessary to allow CLEC to perform billing functions. At minimum **SBC-13STATE** will provide CLEC billing information in a paper format, or via 18-track magnetic tape, as agreed to between CLEC and **SBC-13STATE**. Such alternate bill media will be made available to CLEC consistent with the individual state tariff provisions.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
 - 7.2.1 In **SBC-13STATE**, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
 - 7.2.2 For Resale Services in **SWBT**, CLEC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, **SWBT**'s Local Exchange Tariff.
 - 7.2.3 For Resale Services in **PACIFIC**, CLEC may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
 - 7.2.4 For Resale Services in **AMERITECH**, CLEC may elect to receive its bill on CD.
 - 7.2.5 For Resale Services in **SWBT**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SWBT** Classic Toolbar.
 - 7.2.6 In **SBC-13STATE**, CLEC may receive a mechanized bill format via the EDI 811 transaction set.
 - 7.2.7 In **SBC-13STATE**, CLEC may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
 - 7.2.8 **SBC-13STATE** will provide Loss Notifications. This notification alerts CLECs that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed. It will be provided via the uniform ordering application to application interface using the EDI 836 transaction, and will also be available via the uniform ordering GUI interface, WebLEX. The current loss notification processes via CARE record format and the "Local Disconnect Report", where applicable in the **SBC-8STATE** region, will remain in effect until full implementation and testing of the new Loss Notification processes is completed.
- 7.2.9 In **SNET**, CLEC may receive a Billing Detail File on 18-track magnetic tape.

- 7.2.10 In **AMERITECH**, CLEC may receive a mechanized bill for Resale Services via the **AMERITECH** Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
- 7.3.1 **SBC-13STATE** makes available to CLECs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on CLEC's paper bill.
- 7.3.2 In **SWBT**, CLEC may also view billing information through the Bill Information interface. Bill Information will be accessible via **SWBT** Classic Toolbar.
- 7.3.3 In **SBC-13STATE**, CLECs will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.3.4 **SBC-13STATE**, CLEC may receive a uniform loss notification via EDI 836 transaction or via the uniform GUI interface, WebLEX. For UNEs this loss notification indicates when CLEC's End Users, utilizing **SBC-13STATE** ports, change their Competitive Local Exchange Carrier. The current loss notification processes via CARE record format (in the **SBC-8STATE** region) will remain in effect until full implementation and testing of the new Loss Notification processes is completed.

8.0 REMOTE ACCESS FACILITY

- 8.1 CLEC must access OSS interfaces via a CLEC Remote Access Facility. For the **SWBT** region, the LRAF located in Dallas, TX will be used. The PRAF in Fairfield, CA handles the **PACIFIC** and **NEVADA** regions. The ARAF, located in Chicago, IL, serves **AMERITECH** and the SRAF in New Haven, CT, handles the **SNET** region. Connection to these remote access facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. CLEC may utilize a port to access **SBC-13STATE** OSS interfaces to perform the supported functions in any **SBC-13STATE** where CLEC has executed an Appendix OSS. OSS applications that are accessible through the Internet will also go through a secured Remote Access Facility.
- 8.2 For **SBC-13STATE**, CLEC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," CLEC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require CLEC to provide its own modems and connection to the **SWBT** LRAF, **PACIFIC** PRAF, **AMERITECH** ARAF, and **SNET** SRAF. CLEC shall pay the cost of the call if Switched Access is used. Connections via the Public Internet require CLEC to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to SBC OSS via the public internet.
- 8.3 For **SBC-13STATE**, CLEC shall use TCP/IP to access **SBC-13STATE** OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. CLEC shall maintain a user-id / password unique to each individual for accessing a **SWBT**, **PACIFIC**, **NEVADA**, **AMERITECH**, or **SNET** OSS on CLEC's behalf. CLEC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.
- 8.4 For **SBC-13STATE**, CLEC shall attend and participate in implementation meetings to discuss CLEC LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9.0 DATA CONNECTION SECURITY REQUIREMENTS

- 9.1 CLEC agrees that interconnection of CLEC data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**'s "Competitive Local Exchange Carrier (CLEC) Operations

Support System Interconnection Procedures” document current at the time of initial connection to a RAF. The following additional terms in this Section 9 govern direct and dial up connections between CLEC and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 CLEC shall immediately notify the ISCC when a employee userid is no longer valid (e.g. employee termination or movement to another department).
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the CLEC or **SBC-13STATE** network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.
- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 Additional Responsibilities of Both Parties

- 9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of CLEC equipment on **SBC-13STATE**'s premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.
- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.
- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.
 - 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.
 - 9.3.6 All network-related problems will be managed to resolution by the respective organizations, CLEC or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, CLEC and **SBC-13STATE** will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel**
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to CLEC or **SBC-13STATE**, respectively, as the providers of the computer, network or information in question.
 - 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.5 General Policies**
- 9.5.1 Each Party's resources are for approved business purposes only.
 - 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
 - 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
 - 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.
 - 9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.
- 9.6 User Identification**
- 9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.
 - 9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated on a monthly basis.

9.7 User Authentication

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 Software and Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring and Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should

have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (**SBC-13STATE** or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

11. OSS TRAINING COURSES

11.1 Prior to live system usage, CLEC must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable CLEC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

11.2 A separate agreement will be required as a commitment to pay for a specific number of CLEC students in each class. CLEC agrees that charges will be billed by **SBC-13STATE** and CLEC payment is due thirty (30) days following the bill date. CLEC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the CLEC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

11.3 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among CLEC, the CLEC's **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.

11.4 CLEC agrees to pay the cancellation fee of the full price noted in the separate agreement if CLEC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. CLEC agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.

11.5 CLEC agrees that CLEC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.

- 11.6 CLEC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of **SBC-13STATE**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

12. RESUMPTION OF FLAT RATE CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY TO OSS IN SWBT REGION

- 12.1 For SWBT region only, with the sunset of the SBC/Ameritech Merger conditions, SBC is resuming its flat rate monthly OSS charges for CLECs that utilize OSS in any of the 5 SWBT states. CLEC will be billed the appropriate state specific rates (identified in the each of the 5 SWBT state Price List appendices) for use of any of the OSS interfaces to place electronic transactions.
- 12.2 These SWBT specific flat rates to access OSS include a "System Access" charge for use of the OSS, and a "Connectivity Charge" depending on type of Remote Access Facility connection (Dedicated connection versus Dial-up/Internet connection).
- 12.3 These specific OSS charges will be billed as follows:
- 12.3.1 The flat rate "System Access" charge will be billed for each SWBT state in which the CLEC has access to OSS.
- 12.3.2 The flat rate "Connectivity" charge will be billed per port for the entire SWBT region at either the dial-up rate or the dedicated connection rate depending on the CLEC's connection configuration.
- 12.3.2.1 Connectivity charges for CLECs connecting via the Internet will be consistent with dial-up rates listed in the state specific Appendix Pricing – Schedule of Prices.
- 12.3.2.2 If CLEC is utilizing OSS in multiple SWBT states, the CLEC will be charged per port per region, but not billed a "Connectivity" Charge in every state that the CLEC does business. The appropriate Connection Charge (Dial-up/Internet or Dedicated; but not both) will be billed at the lowest billable state rate of the SWBT states in which the CLEC has access to OSS.
- 12.4 These SWBT rates for the OSS "System Access" and "Connectivity" charges appear in the each SWBT state specific Appendix Pricing – Schedule of Prices.

13. MISCELLANEOUS CHARGES

- 13.1 For **SWBT** region only, CLEC requesting the Bill Plus™, as described in 7.2.2, agrees to pay applicable tariffed rate, less Resale discount.
- 13.2 For **SBC-7STATE**, CLEC requesting the billing function for the Daily Usage Extract which contains the usage billable records, as described in 7.2.7 and 7.3.3, agrees to pay established rates pursuant to Appendix Pricing.
- 13.3 For **SBC-7STATE**, CLEC requesting the Local Disconnect Report, as described in 7.2.8 and 7.3.4, agrees to pay established rates pursuant to Appendix Pricing.
- 13.4 For **SBC-13STATE**, should CLEC request custom development of an exclusive interface to support OSS functions, such development will be considered by **SBC-13STATE** on an Individual Case Basis (ICB) and priced as such.
- 12.5 **SNET** will charge for the Billing Detail File, Daily Usage Extract, and Loss Notification File at rates filed and approved by DPUC.

14. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS TO OSS

- 14.1 **SBC-13STATE** shall allow CLEC to access its OSS via a Service Bureau Provider under the following terms and conditions:
- 14.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, CLEC shall be permitted to access **SBC-13STATE** OSS via a Service Bureau Provider as follows:
- 14.2.1 CLEC shall be permitted to access **SBC-13STATE** application-to-application OSS interfaces, via a Service Bureau Provider where CLEC has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with **SBC-13STATE** to Allow Service Bureau Provider to establish access to and use of **SBC-13STATE**'s OSS.
- 14.2.2 CLEC's use of a Service Bureau Provider shall not relieve CLEC of the obligation to abide by all terms and conditions of this Agreement. CLEC must ensure that its agent properly performs all OSS obligations of CLEC under this Agreement, which CLEC delegates to Service Bureau Provider.
- 14.2.3 It shall be the obligation of CLEC to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. **SBC-13STATE** shall have a reasonable transition time to establish a connection to a Service Bureau Provider once CLEC provides notice. Additionally, **SBC-13STATE** shall have a reasonable transition period to terminate any such connection after notice from CLEC that it has terminated its agency relationship with a Service Bureau Provider.
- 14.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as CLEC's agent for connection to **SBC-13STATE**'s OSS) which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

15. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 15.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

**APPENDIX
RECIPROCAL COMPENSATION
(AFTER FCC ORDER NO. 01-131)**

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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 intercarrier telecommunications traffic between ILEC and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in 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 ISP and Internet-bound traffic between ILEC and CLEC 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.

2. ILEC DESIGNATIONS

- 2.1 **SBC Communications Inc. (SBC)** 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 2.2 **SBC-13STATE** - As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.3 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 2.4 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 2.5 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 2.6 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 2.7 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 2.8 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.

- 2.9 **SWBT-AR**-As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 2.10 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 2.11 **PACIFIC** - As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 2.12 **NEVADA** - As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 2.13 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

3. CLASSIFICATION OF TRAFFIC

- 3.1 Telecommunications traffic exchanged between CLEC 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, until such time that ILEC may choose to invoke the FCC's ISP pricing plan as ordered in FCC 01-131, 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 are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.
- 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 **SBC-12STATE**, 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 Calls that are terminated at either Party's terminating circuit switch. Traffic that is delivered via dedicated circuits, private line services or Digital Subscriber Line (DSL) service to a LEC or ISP and not terminated at a circuit switch 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.

5. LOCAL CALL TERMINATION

- 5.1 Until and unless ILEC chooses to invoke the FCC's pricing plan as ordered in FCC 01-131, the compensation set forth below will also apply to all Local and Local ISP Calls as defined in section 3.2 of this Appendix, depending on whether the call is terminated directly to an End Office or through a Tandem.
- 5.2 Bifurcated Rates (Call Set Up and Call Duration). The Parties agree to compensate each other for the termination of Local Calls and Local ISP Calls on a "bifurcated" basis, meaning assessing an initial Call Set Up charge on a per Message basis, and then assessing a separate Call Duration charge on a per Minute of Use (MOU) basis, where ever per Message charges are applicable. The following rate elements apply, but the corresponding rates are shown in Appendix Pricing:
- 5.3 Tandem Serving Rate Elements:
 - 5.3.1 Tandem Switching - compensation for the use of tandem switching (only) functions.
 - 5.3.2 Tandem Transport - compensation for the transmission facilities between the local tandem and the end offices subtending that tandem.
 - 5.3.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination functions necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.4 End Office Serving Rate Elements:

5.4.1 End Office Switching - compensation for the local end office switching and line termination functions necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

5.5 All ISP and Internet-bound traffic shall be subject to the same terms and conditions regarding switch recordings, Calling Party Number (CPN) signaling, and other usage detail as for other Local Calls under this Appendix. Minutes of use to ISPs may be shown separately on the monthly usage detail, invoices, payment summaries, or other documents exchanged between ILEC and CLEC in the monthly billing cycle.

5.6 All ISP and Internet-bound traffic for a given usage month shall be due and owing at the same time as payments for Local Calls under this Appendix. The parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP and Internet-bound traffic the same as for Local Calls under this Appendix.

6. NON-LOCAL CALL TERMINATION

6.1 The Parties recognize and agree that ISP and Internet-bound traffic could also be traded outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Section 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- Transit Traffic
- Optional EAS Traffic
- IntraLATA Interexchange Traffic
- InterLATA Interexchange Traffic
- 800, 888, 877, ("8yy") Traffic
- Feature Group A Traffic
- Feature Group D Traffic

6.2 The Parties agree that, for the purposes of this Appendix, either Parties' end users remain free to place ISP calls on a "Non-Local" basis under any of the above classifications. To the extent such "non-Local" ISP calls are placed, the Parties agree that section 5 above does not apply, and that the Agreement's rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

6.3 The Parties agree that physical interconnection, routing, and trunking of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA, shall be as specified in the Agreement for all other traffic exchanged, including but not limited to, the need to route over Meet Point Billed trunks.

7. OPTIONAL CALLING AREA TRAFFIC -- SWBT-OK, KS, AR, TX

7.1 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.

7.2 In the context of this Appendix, Optional Calling Areas (OCAs) exist only in the states of Oklahoma, Kansas, Arkansas, and Texas, and are outlined in the applicable state Local Exchange tariffs. This rate is independent of any retail service arrangement established by either Party. CLEC and **SWBT-OK, SWBT-KS, SWBT-AR, 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.

7.3 The state specific OCA Transport and Termination rates are outlined in Appendix Pricing.

8. **MCA TRAFFIC -- SBC-MO**

- 8.1 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.
- 8.1.1 Either party providing Metropolitan Calling Area (MCA) service shall offer the full calling scope prescribed in Case No. TO-92-306, without regard to the identity of the called party's local service provider. The parties may offer additional toll-free outbound calling or other services in conjunction with MCA service, but in any such offering the party shall not identify any calling scope other than that prescribed in Case No. TO-92-306 as "MCA" service.
- 8.1.2 Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, MCA Traffic shall be exchanged on a bill-and-keep intercompany compensation basis meaning that the party originating a call defined as MCA Traffic shall not compensate the terminating party for terminating the call. Furthermore, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic).
- 8.2 The parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated at least 45 days in advance of opening a new code to allow the other party the ability to make the necessary network modifications. If the Commission orders the parties to use an alternative other than the LERG, the parties will comply with the Commission's final order.
- 8.3 If CLEC provides service via resale or in conjunction with ported numbers in the MCA, the appropriate MCA NXXs will be updated by SWBT.

9. **TRANSIT TRAFFIC COMPENSATION**

- 9.1 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 **SBC-13STATE** 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. Pursuant to the Missouri Public Service Commission Order in Case No. TO-99-483, the Transit Traffic rate element shall not apply to MCA Traffic (i.e., no transiting charges shall be assessed for MCA Traffic) for **SWBT-MO**. The rates that **SBC-13STATE** shall charge for transiting CLEC traffic are outlined in Appendix Pricing.
- 9.2 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.
- 9.3 The CLEC shall not bill **SBC-13STATE** for terminating any Transit traffic, whether identified or unidentified, i.e. whether **SBC-13STATE** is sent CPN or is not sent CPN by the originating company.

- 9.4 In those **SBC-13STATEs** where Primary Toll Carrier (PTC) arrangements are mandated, for intraLATA Toll Traffic which is subject to a PTC arrangement and where **SBC-13STATE** is the PTC, **SBC-13STATE** 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, **SBC-13STATE** shall reimburse the terminating carrier at **SBC-13STATE'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.
- 9.5 CLEC will establish sufficient direct trunk groups between CLEC and a Third Party's network when CLEC's traffic volumes to said Third Party require twenty-four (24) or more trunks.

10. **OPTIONAL CALLING AREA TRANSIT TRAFFIC -- SWBT-MO, SWBT-KS, SWBT-AR, SWBT-TX**

- 10.1 In the states of Texas, Missouri, Kansas, and Arkansas, the Optional Area Transit Traffic rate element applies when one End User is in a **SBC-SWBT** one-way or two-way optional exchange and the other End User is within the **SWBT-KS**, **SWBT-AR**, and/or **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-MO**, **SWBT-KS**, **SWBT-AR**, and **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.

11. **INTRALATA 800 TRAFFIC**

- 11.1 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.
- 11.2 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.

12. **MEET POINT BILLING (MPB) and SWITCHED ACCESS TRAFFIC COMPENSATION**

- 12.1 Inter-carrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.
- 12.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.
- 12.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.
- 12.4 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.
- 12.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via

- the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.
- 12.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.
- 12.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.
- 12.8 **SBC-13STATE** and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.
- 12.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

13. INTRALATA TOLL TRAFFIC COMPENSATION

- 13.1 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 ILEC'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 ILEC'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.

14. BILLING FOR MUTUAL COMPENSATION -- **SBC-SWBT**

- 14.1 In **SBC-SWBT** 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:
- 14.2 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.
- 14.3 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.
- 14.4 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 CLEC for that same month's usage.

- 14.5 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.
- 14.6 Each Party will transmit the summarized originating MOU above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.
- 14.7 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.
- 14.8 Where CLEC has direct End Office Switch and Tandem Office Switch interconnection arrangements with **SBC-13STATE**s, **SBC-13STATE**s 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.

15. BILLING FOR MUTUAL COMPENSATION -- **SBC-AMERITECH, NEVADA, PACIFIC, SNET**

- 15.1 In **SBC-AMERITECH, NEVADA, PACIFIC**, and **SNET**, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 15.2 Each Party will provide to the other, within fifteen (15) calendar days, after the end of each quarter, a usage report with the following information regarding traffic terminated over the Local Interconnection Trunks:
 - 15.2.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the Local Interconnection Trunk Groups, and
 - 15.2.1.1 Percent Local Usage (PLU) is calculated by dividing the Local MOU delivered to a party for termination by the total MOU delivered to a Party for termination.
 - 15.2.2 Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties' networks. The Parties agree to retain records of call detail for six (6) months from when the calls were initially reported to the other Party. The audit will be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than once per calendar year for each call detail type unless a subsequent audit is required. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past twelve (12) months. Also, if the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the nine (9) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

16. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

- 16.1 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; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). 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 or any other regulatory, legislative or judicial action, including but not limited to the ILEC's option to

- invoke on a date specified by ILEC 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.
- 16.2 ILEC 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 ILEC designates that the FCC's ISP terminating compensation plan shall begin in this state. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's terminating compensation plan.
- 16.3 ILEC and CLEC agree to carry out the FCC terminating compensation plan on the date designated by ILEC 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.
- 16.4 Should a regulatory agency, court or legislature change or nullify the ILEC'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 ILEC, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 16.5 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.
- 16.6 Because of the possibilities in section 16.5, 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 ILEC, CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Appendix.
- 16.7 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.
- 16.8 The parties agree to that the foregoing terms, and conditions for the exchange of 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.

- 16.9 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.

17. ADDITIONAL TERMS AND CONDITIONS

- 17.1 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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.
- 17.2 Entire Agreement. This Reciprocal Compensation Appendix is intended to be read in conjunction with the underlying Interconnection Agreement between ILEC and CLEC, but that as to the Reciprocal Compensation terms and conditions, this Appendix constitutes the entire agreement between the Parties on these issues, and there are no other oral agreements or understandings between them on Reciprocal Compensation that are not incorporated into this Appendix.

APPENDIX RECORDING

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**APPENDIX RECORDING
(Recording, Message Processing And
Provision Of Interexchange Carrier Transported
Message Detail Appendix)**

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which **SBC-13STATE** will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference.
- 1.2 SBC Communications Inc. (SBC) 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE**, and means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, Ohio, Texas and Wisconsin.

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 **SBC-13STATE** and the Billing Company.

- 2.6 **“Data Transmission”** - the forwarding by SBC-13STATE of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 **“Exchange Message 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 CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through SBC-13STATE’s internal network or national CMDS.
- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.

- 2.16 **“Service Switching Point (SSP)”** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.
- 2.18 **“Switching Control Point (SCP)”** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record (SCP Record)”** - a summary record which contains information concerning the quantity and types of queries launched to an **SBC-13STATE** SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in **Exhibit II** pertaining to the production and forwarding of AUR data.
- 2.20 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXCs.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 **SBC-13STATE** will record all IXC transported messages for CLEC carried over all Feature Group Switched Access Services that are available to **SBC-13STATE** provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by **SBC-13STATE** -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by **SBC-13STATE**.
- 3.2 **SBC-13STATE** will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by **SBC-13STATE**.
- 3.3 **SBC-13STATE** will provide access usage records that are generated by **SBC-13STATE**.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by **SBC-13STATE**, during the billing period established by **SBC-13STATE** and selected by CLEC.

- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by **SBC-13STATE** and provided to CLEC.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 **SBC-13STATE** will provide message detail to CLEC in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.
- 3.8 In **Exhibit II**, CLEC will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. **SBC-13STATE** reserves the right to limit the frequency of transmission to existing **SBC-13STATE** processing and work schedules, holidays, etc.
- 3.9 **SBC-13STATE** will determine the number data files required to provide the access usage record detail to CLEC.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided CLEC and lost or destroyed through no fault of **SBC-13STATE** will not be recovered and made available to CLEC except on an individual case basis at a cost determined by **SBC-13STATE**.
- 3.11 When **SBC-13STATE** receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by CLEC, **SBC-13STATE** will forward those messages to CLEC.
- 3.12 **SBC-13STATE** will record the applicable detail necessary to generate access usage records and forward them to CLEC for its use in billing access to the IXC.

4. BASIS OF COMPENSATION

- 4.1 **SBC-13STATE** as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by the CLEC in accordance with this agreement on a reciprocal, no-charge basis. CLEC agrees to provide any and all Summary Usage Records (SURs) required by **SBC-13STATE** on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

5. LIABILITY

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When SBC-13STATE is notified that, due to error or omission, incomplete data has been provided to the CLEC, SBC-13STATE will make reasonable efforts to locate and/or recover the data and provide it to the CLEC 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 the CLEC. If written notification is not received within thirty (30) calendar days, SBC-13STATE shall have no further obligation to recover the data and shall have no further liability to the CLEC.
- 5.3 If, despite timely notification by the CLEC, message detail is lost and unrecoverable as a direct result of SBC-13STATE having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, SBC-13STATE will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SBC-13STATE's liability to the CLEC 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 SBC-13STATE will not be liable for any costs incurred by the CLEC when the CLEC is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SBC-13STATE.
- 5.5 The CLEC agrees to defend, indemnify, and hold harmless SBC-13STATE from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the CLEC, its customers or end users. The CLEC shall defend against all End Users' claims just as if the CLEC had provided such service to its End Users with its own employees.
- 5.6 The CLEC also agrees to release, defend, indemnify and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SBC-13STATE employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.

- 5.7 The CLEC also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 **SBC-13STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC-13STATE** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

6. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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 CLECCLEC end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to the CLEC.
- Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from the CLEC end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.

ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS

- Option #4:** CLEC Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #5:** CLEC Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for the CLEC. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to the CLEC.
- Option #6:** This option has been withdrawn.
- Option #7:** This option has been withdrawn.

800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL

- Option #8:** Recording Company performs SSP function for CLEC end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to CLEC.
- Option #9:** This option has been withdrawn.
- Option 10:** Recording Company performs SCP function for CLEC. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to the CLEC.

TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS

- Option 11:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option 12:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option 13:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option 14:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.
- Option 15:** Recording Company provides tandem function for CLEC. The CLEC requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to the CLEC.

MESSAGE PROVISIONING

- Option 16:** The Recording Company will forward all IXC transported message detail records or access usage records to the CLEC generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. The CLEC forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through 13STATE'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 the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, and/or Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 1.7 As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 1.8 As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 1.9 As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 1.10 As used herein, **SWBT-TX** means the applicable above listed ILEC doing business in Texas.
- 1.11 As used herein, **AM-MI** means the applicable above listed ILEC doing business in Michigan.
- 1.12 As used herein, **AM-IN** means the applicable above listed ILEC doing business in Indiana.
- 1.13 As used herein, **AM-IL** means the applicable above listed ILEC doing business in Illinois.
- 1.14 As used herein, **AM-OH** means the applicable above listed ILEC doing business in Ohio.
- 1.15 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.
- 1.16 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.17 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.18 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.19 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC-13STATE**'s obligation under Section 251(c)(4)(A) of the Act and any

other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **SBC-13STATE** at the discount set forth in Appendix Pricing.

2.1.1 This section applies only to **SWBT-KS**:

2.1.1.1 CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll. The three-tier discount structure will be made available upon written request from CLEC negotiating an interconnection agreement with SWBT.

- 2.2 **SBC-13STATE** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.3 Telecommunications Services will be offered by **SBC-13STATE** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.4 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC-13STATE** provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **SBC-13STATE** to **SBC-13STATE**'s End Users through tariff(s), the rules and regulations associated with **SBC-13STATE**'s retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **SBC-13STATE** to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC-13STATE** retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in **SBC-13STATE**'s corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
 - 3.3.1 This section applies only to **SWBT-TX**:
 - 3.3.1.1 Within the State of Texas, 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 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **SBC-13STATE** offers such services (for example, residence service shall not be resold to business End Users).
 - 3.4.1 **SBC-13STATE** - CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC-13STATE** tariffs.

3.4.2 This section applies only to **SBC-SWBT**: **AM-WI**, **AM-OH** and **AM-IN**

3.4.2.1 CLEC may only resell **SBC-SWBT**, **AM-WI**, **AM-OH** and **AM-IN** low income assistance services, e.g. 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 CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC-SWBT**, **AM-WI**, **AM-OH** and **AM-IN** tariffs.

3.4.3 This section applies only to **PACIFIC**, **SNET** and **SBC-AM-IL**:

3.4.3.1 **PACIFIC**, **SNET** and **SBC-AM-IL** LifeLine and Link-Up services are not available for resale.

3.4.3.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.4 This section applies only to **NEVADA**:

3.4.4.1 **NEVADA** low income assistance services, e.g., LifeLine and Link-Up services are available for resale for a maximum period of 90 days from contract approval date. The CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish the CLEC's own low income assistance service(s). At the end of the 90 day period, CLEC is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. CLEC will be responsible for designating its own billing records and establishing and administering its low income assistance services internally.

3.4.4.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.5 **Promotions**

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 This section applies only to **NEVADA** and **SWBT-MO**:

3.5.2.1 Promotions of eighty-nine (89) days or less are not available to CLEC for resale.

3.5.2.2 Promotions of ninety (90) days or more are available to CLEC for resale at the applicable wholesale discount, state specific.

3.5.3 This section applies only to **PACIFIC**, **SBC-AMERITECH**, **SNET**, and **SWBT-AR**

3.5.3.1 Promotions of ninety (90) days or less are not available to CLEC for resale.

3.5.3.2 Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.

3.5.4 This section applies only to **SWBT-KS**, **SWBT-TX**, and **SWBT-OK**:

3.5.4.1 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.

- 3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of **SBC-13STATE**'s corresponding retail tariff(s).
- 3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC-13STATE** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.
- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 **SBC-13STATE** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC-13STATE** as the incumbent local exchange carrier.
- 3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **SBC-13STATE**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.

- 3.12 If CLEC is in violation of any provision of this Appendix, **SBC-13STATE** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **SBC-13STATE** in writing that the violation has been corrected. **SBC-13STATE** will bill CLEC a sum equal (i) the charges that would have been billed by **SBC-13STATE** to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify **SBC-13STATE** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **SBC-13STATE** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.12 **SBC-13STATE**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.
- 3.14 This section applies only to **SWBT-KS, SWBT-TX and SWBT-MO**:
- 3.14.1 CLEC may convert current **SWBT-KS, SWBT-TX and SWBT-MO** End User(s) that have existing term, volume, termination liability or any customer specific pricing contracts (collectively referred to hereinafter as "CSP Contracts") for services offered within the State of Kansas or Texas, and
- 3.14.2 **SWBT-KS, SWBT-TX and SWBT-MO** and any other reseller of **SWBT-KS, SWBT-TX or SWBT-MO** local service may convert current CLEC End User(s) that have existing CSP Contracts for services offered within the State of Kansas, Texas or Missouri.
- 3.14.3 In the event of a conversion under either Section 3.14.1 or 3.14.2, CLEC and **SWBT-KS, SWBT-TX or SWBT-MO** shall comply with all of the terms and conditions set forth in Sections 3.14.4 and 3.14.5.
- 3.14.4 Responsibilities of CLEC in connection with Assumption of CSP Contract Conversions.
- 3.14.4.1 CLEC shall sign an "Assumption of Existing Agreement" assuming the balance of the terms, including volume, term and termination liability remaining on any current retail **SWBT-KS, SWBT-TX, or SWBT-MO** or resold End User CSP Contract at the time of conversion. CLEC may assume the CSP Contract at the wholesale discount of 5.0% in Kansas and 5.62% in Texas. CLECs may assume tariffed volume and term contracts at the wholesale discount of 8.0% in the State of Kansas and 8.04% in the State of Texas.
- 3.14.4.2 **SWBT-MO** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.
- 3.14.4.3 CLEC shall not charge CLEC's End User termination liability when an existing CSP contract between CLEC and its End User is converted to **SWBT-KS, SWBT-TX, or SWBT-MO** or any other local service provider reselling **SWBT-KS, SWBT-TX, or SWBT-MO** local service.
- 3.14.4.4 If another reseller of **SWBT-KS, SWBT-TX, or SWBT-MO** local service converts a current CLEC End User(s) that has an existing CSP Contract, it is CLEC's responsibility to address assumption of the CSP contract and termination liability with the other reseller. CLEC agrees that **SWBT-KS, SBC-TX, or SWBT-MO** has no responsibilities in such a situation, and CLEC further agrees that it will not make any Claim against **SWBT-KS, SWBT-TX, or SWBT-MO** in connection with any conversion by another reseller of **SWBT-KS, SWBT-TX, or SWBT-MO** local service of any CLEC End User(s) that has an existing CSP contract.
- 3.14.5 Responsibilities of **SWBT-KS, SWBT-TX, and SWBT-MO** in connection with Assumptions of CSP Contract Conversions:

- 3.14.5.1 **SWBT-KS, SWBT-TX, and SWBT-MO** will not charge its retail End User termination liability when an existing CSP contract is converted to CLEC for resale.
- 3.14.5.2 **SWBT-KS, SWBT-TX, or SWBT-MO** will assume in writing the balance of the terms, including volume, term and termination liability remaining on a current CSP contract between CLEC and its End User at the time that CLEC's End User is converted to **SWBT-KS, SWBT-TX, or SWBT-MO**.
- 3.15 This section applies only to **SBC-AMERITECH**:
 - 3.15.1 **SBC-AMERITECH** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.
 - 3.15.2 Subject to the provisions of Section 3.15.1, the following shall apply:
 - 3.15.2.1 **AM-IL** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.
 - 3.15.2.2 **AM-MI** tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.39%.
 - 3.15.2.3 **AM-OH, and AM-WI** tariffed and Individual Case Basis (ICB) contracts may be assumed, but receive no wholesale discount.
 - 3.15.2.4 **AM-IN** tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost study.
 - 3.15.2.5 **SBC-AMERITECH** Non-Standard Service contracts may be assumed, but receive no wholesale discount.
 - 3.15.3 If CLEC elects to terminate a **SBC-AMERITECH** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. **ANCILLARY SERVICES**

- 4.1 Where available, **SBC-13STATE** will afford CLEC's End Users the ability to make 911 calls. In the areas served by **SBC-SWBT, PACIFIC, NEVADA, and SNET**, CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by **SBC-13STATE**, CLEC shall provide **SBC-13STATE** with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by **SBC-13STATE** for purposes of E911 administration. In the areas served by **SBC-AMERITECH**, any 911 fees or surcharges associated with Resale accounts shall be included by **SBC-AMERITECH** on CLEC's invoice and CLEC agrees to pay Ameritech all such fees and surcharges. **SBC-AMERITECH** shall then be responsible for submitting or retaining such fees and surcharges in accordance with the appropriate 911 cost recovery plan applicable to the local jurisdiction.
 - 4.1.1 Should any CLEC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.
- 4.2 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of White Pages directories, **SBC-13STATE** will include in appropriate White Pages directories the primary

alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.

- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
- 4.4.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.
- 4.5 Each CLEC subscriber will receive one copy per primary End User listing of **SBC-13STATE**'s White Pages directory in the same manner and at the same time that they are delivered to **SBC-13STATE**'s subscribers.
- 4.5.1 If CLEC's End User already has a current **SBC-13STATE** local White Pages directory, **SBC-13STATE** shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 4.7 At its request, CLEC may purchase one one-sided "Informational Page" in the informational section of the White Pages directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than **SBC-8STATE** "Informational Page". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to **SBC-8STATE** the "Informational Page" in the form of camera-ready copy.
- 4.8 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC-13STATE** End Users, **SBC-13STATE** shall provide CLEC's End Users access to **SBC-13STATE** Directory Assistance services. CLEC shall pay **SBC-13STATE** the charges attributable to Directory Assistance services utilized by CLEC's End Users.
- 4.9 Subject to any blocking that may be ordered by CLEC for its End Users', **SBC-13STATE** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users.

CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.

- 4.10 **SBC-13STATE** offers CLEC the opportunity to customize route its End Users' /OS/DA calls where technically feasible.
- 4.11 OS/DA Branding
 - 4.11.1 Where technically feasible and/or available, **SBC-13STATE** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:
 - 4.11.2 Call Branding
 - 4.11.2.1 **SBC-13STATE** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:
 - 4.11.3 **SBC-13STATE** – CLEC will provide written specifications of its company name to be used by **SBC-13STATE** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
 - 4.11.4 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
- 4.12 Branding Load Charges:
 - 4.12.1 **SBC-SWBT** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS/DA call handled by **SBC-SWBT** on behalf of CLEC when multiple brands are required on a single Operator Services trunk. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.
 - 4.12.1.1 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC-AMERITECH** on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.
 - 4.12.1.2 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of CLEC specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
 - 4.12.1.3 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OS/DA RATE/REFERENCE INFORMATION

- 5.1 When an **SBC-12STATE** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC-12STATE** will quote the applicable OS/DA rates as provided by the CLEC.
- 5.2 **SNET**- until technically feasible and/or available, when a **SNET** Operator receives a rate request from a CLEC end user, **SNET** will quote the surcharge rate only.

- 5.3 CLEC will furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to **SBC-13STATE** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 5.4 CLEC will inform **SBC-12STATE**, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC-12STATE** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 5.5 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.
- 5.6 Payphone Services
- 5.6.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling **SBC-13STATE**'s services offered pursuant to the appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered **SBC-13STATE** to compensate PSP customers of CLECs that resell **SBC-13STATE**'s services for certain calls originated from pay telephones. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."
- 5.6.2 The Parties desire that **SBC-13STATE** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 5.6.3 **SBC-13STATE** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC-13STATE** will pay Payphone Compensation to CLEC only for:
- 5.6.3.1 IntraLATA subscriber 800 calls for which **SBC-13STATE** provides the 800 service to the subscriber and carries the call; and
- 5.6.3.2 IntraLATA calls placed using **SBC-13STATE**'s prepaid calling card platform and carried by **SBC-13STATE**.
- 5.6.4 **SBC-13STATE** will not be required to pay any Payphone Compensation for non-sent paid calls.
- 5.6.5 **SBC-13STATE** will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **SBC-13STATE** deems it necessary to investigate a call or calls for possible fraud.
- 5.6.6 **SBC-13STATE** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **SBC-13STATE** will not automatically issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC-13STATE** on the bill.
- 5.6.7 Nothing in this Appendix entitles CLEC to receive or obligates **SBC-13STATE** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 5.6.8 CLEC represents and warrants that the only **SBC-13STATE** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **SBC-13STATE** offers pursuant to the

appropriate payphone section(s) of **SBC-13STATE**'s state specific tariff(s) applicable in each state covered by this Appendix.

- 5.6.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **SBC-13STATE** pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **SBC-13STATE**.
- 5.6.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** and **SBC-13STATE**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:
 - 5.6.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or
 - 5.6.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or
 - 5.6.10.3 False representation by CLEC.
- 5.7 Suspension of Service
 - 5.7.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.
 - 5.7.2 **SBC-13STATE** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **SBC-13STATE** state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.
 - 5.7.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
 - 5.7.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.
 - 5.7.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

6. USE OF SBC BRAND

- 6.1 Except where otherwise required by law, CLEC shall not, without **SBC-13STATE**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC-13STATE** or its Affiliates, nor

shall CLEC state or imply that there is any joint business association or similar arrangement with **SBC-13STATE** in the provision of Telecommunications Services to CLEC's customers.

7. RESPONSIBILITIES OF **SBC-13STATE**

- 7.1 **SBC-13STATE** shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. **SBC-13STATE** shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces, as outlined in Appendix OSS.
- 7.2 **SBC-13STATE** shall implement CLEC service orders within the same time intervals **SBC-13STATE** uses to implement service orders for similar services for its own End Users.
- 7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.3 CLEC will have the ability to report trouble for its End Users to the appropriate **SBC-13STATE** trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling **SBC-13STATE** will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch **SBC-13STATE**'s network facilities, including those on End User premises.
- 7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by **SBC-13STATE** in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.4 **SBC-13STATE** will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay **SBC-13STATE** the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."
- 7.5 **SBC-13STATE** shall make Telecommunications Services that **SBC-13STATE** provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. **SBC-13STATE** will notify CLEC of any changes in the terms and conditions under which **SBC-13STATE** offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.
- 7.5.1 **SBC-13STATE** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.
- 7.6 CLEC's End User's activation of Call Trace shall be handled by the **SBC-13STATE** operations centers responsible for handling such requests. **SBC-13STATE** shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case

- involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.
- 7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.
- 7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify **SBC-13STATE** against any Claim that insufficient information led to inadequate prosecution.
- 7.6.2 **SBC-13STATE** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 7.7 This section applies only to **PACIFIC**:
- 7.7.1 Cooperation on Fraud
- 7.7.1.1 Traffic Alert Referral Service
- 7.7.1.1.1 Traffic Alert Referral Service ("TARS") is a service that monitors traffic patterns associated with a CLEC's resold lines. On no less than thirty (30) calendar days written notice, CLEC may order **PACIFIC**'s TARS. In providing TARS to CLEC, **PACIFIC** notifies the CLEC of traffic abnormalities that indicate the possible occurrence of intraLATA fraud and furnishes to CLEC information on all 1+ alerts. CLEC understands and agrees that **PACIFIC** will use electronic mail to provide such information and that such information will only be available via electronic mail at the present time. It is the responsibility of CLEC to provide **PACIFIC** with the correct email address. Information will be provided on a per-alert basis and will be priced on a per-alert basis. **PACIFIC** grants to CLEC a non-exclusive right to use the information provided by **PACIFIC**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information. CLEC agrees to pay **PACIFIC** a recurring usage rate as set forth in Appendix Pricing in the "OTHER (Resale)" category listed as "Traffic Alert Referral Service."
- 7.7.1.2 CLEC shall be liable for all fraud associated with any resale service to which it subscribes. **PACIFIC** takes no responsibility, will not investigate, and will make no adjustments to CLEC's account(s) in cases of fraud or any other related End User dispute.
- 7.7.1.3 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, **PACIFIC** shall not be liable for any damages to CLEC or to any other person or entity for **PACIFIC**'s actions or the conduct of its employees in providing TARS to CLEC. CLEC shall indemnify, defend, and hold **PACIFIC** harmless from any and all claims, lawsuits, costs, damages, liabilities, losses, and expenses, including reasonable attorney fees, resulting from or in connection with CLEC's use of **PACIFIC**'s TARS, except when such claims, lawsuits, costs, damages, liabilities, losses, or expenses are proximately caused by the willful misconduct or gross negligence of **PACIFIC** or its employees.
- 7.8 This section applies only to **PACIFIC**:
- 7.8.1 **PACIFIC** will make available to CLEC an optional service, Repair Transfer Service ("RTS"). In the event a CLEC's End User dials 611 (811-8081 for Priority Business customers) for repair, **PACIFIC** will provide a recorded announcement of the CLEC name and number and **PACIFIC** will automatically transfer the caller to the CLEC designated 800/888 number for repair service. CLEC must provide written notification to **PACIFIC** at least thirty (30) calendar days prior to the implementation of RTS. Written notification must include the CLEC name and 800/888 numbers for RTS to the CLEC repair bureau and business office. There will be no charges associated with the

initial set-up for RTS, however, charges will apply to any subsequent changes to the recorded name announcement and telephone number. Rates for subsequent changes are set forth in the Appendix Pricing in the "OTHER (Resale)" category listed as "Repair Transfer Service." Subsequent charges include: Recorded Name Announcement, 800/888 Telephone Number and Name Announcement & Telephone Number.

8. RESPONSIBILITIES OF CLEC

- 8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **SBC-13STATE** shall abide by the same applicable laws and regulations.
- 8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **SBC-13STATE** or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.
 - 8.2.1 **SBC-13STATE** shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to **SBC-13STATE** upon request and at no charge.
 - 8.2.1.1 The following applies to **AM-MI** only: The Parties will adhere to the requirements adopted by the Commission in its Case No. U-11900 with respect to the selection of primary local exchange carriers and primary interexchange carriers.
- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, **SBC-13STATE** is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.
- 8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If **SBC-13STATE**, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, **SBC-13STATE** shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."
- 8.5 Should **SBC-13STATE** receive an order from CLEC for services under this Appendix, and **SBC-13STATE** is currently providing the same services to another local service provider for the same End User, CLEC agrees that **SBC-13STATE** may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from **SBC-13STATE**.
 - 8.5.1 If **SBC-13STATE** receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then **SBC-13STATE** shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from **SBC-13STATE**.

- 8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. **SBC-13STATE** will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number "WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay **SBC-13STATE** for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC agrees that **SBC-13STATE** may change the per WTN charge, at **SBC-13STATE**'s sole discretion, so long as **SBC-13STATE** provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. **SBC-13STATE** grants to CLEC a non-exclusive right to use the LDR information provided by **SBC-13STATE**. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.
- 8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.
- 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by **SBC-13STATE** for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by **SBC-13STATE**.
- 8.7 **SBC-13STATE** shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by **SBC-13STATE** directly to End Users and billed by **SBC-13STATE** directly to End Users.
- 8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 8.9 CLEC shall be responsible for modifying and connecting any of its systems with **SBC-13STATE**-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 CLEC shall be responsible for providing to its End Users and to **SBC-13STATE** a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
- 8.10.1 In the event that CLEC's End Users contact **SBC-13STATE** with regard to repair requests, **SBC-13STATE** shall inform such End Users to call CLEC and may provide CLEC's contact number.
- 8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is

attached, CLEC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.

- 8.12 CLEC will provide forecasts to **SBC-13STATE** every January and July using the **SBC-13STATE** network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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 the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC. 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.
- 1.2 SBC Communications Inc. (SBC) 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-7STATE** means the applicable above listed ILECs doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-2STATE** means the applicable above listed ILECs doing business in California and Nevada.
- 1.7 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.8 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.9 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.

2. SERVICE DESCRIPTION

- 2.1 **SNET** does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between **SNET** and CLEC will be on an individual case basis (ICB) due to the individual architectures of both CLEC and **SNET** signaling networks and unique requirements of the individual parties.
- 2.2 **SS7 Transport**
- 2.2.1 SS7 as defined in this Appendix above, 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 in the **SBC-12STATE** below outlines the requirements by for interLATA signaling.
- 2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an **SBC-7STATE** pair of STPs (i.e., a mated pair) to another **SBC-7STATE** pair of STPs. In the **SBC-AMERITECH**, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a **SBC-AMERITECH** pair of designated Gateway STPs (i.e., a mated pair) to another **SBC-AMERITECH** pair of STPs within the same state only. The screening of messages provides for CLEC designation of signaling points associated with the CLEC and controls which messages may be allowed by the **SBC-12STATE** 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.
- 2.2.3 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 **SBC-12STATE**'s STP.

2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to **SBC-12STATE**'s signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between CLEC STPs or switches and the **SBC-12STATE** STP mated pair. The CLEC designated Signaling Points of Interconnection (SPOI) are at **SBC-7STATE**'s STP, an **SBC-7STATE** serving wire center or are collocated in an **SBC-12STATE** wire center. In the **SBC-AMERITECH** the SPOI is always collocated in the **SBC-AMERITECH** STP serving office. This means of collocation is required in the **SBC-AMERITECH** for access to the **SBC-AMERITECH** STP. The links are fully dedicated to the use of CLEC and provide the screening and routing usage for the **SBC-12STATE** STP to which the link is connected. Dedicated Signaling Links are available to CLECs for their use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the **SBC-12STATE** STP building and connects the STP Port Termination to the CLEC SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at an **SBC-12STATE** STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a **SBC-12STATE** STP.

2.4.3 STP Access Link

2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when CLEC requires an interoffice facility to connect from the CLEC SPOI to the STP building location.

2.5 The CLEC shall provide the portion of the signaling link from the CLEC premises within the LATA to the **SBC-12STATE** STP location or the CLEC SPOI. CLEC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 CLEC shall identify to **SBC-12STATE** the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location **SBC-12STATE** 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.

- 2.7 When CLEC 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, CLEC 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.
- 2.8 Dedicated Signaling Links are subject to **SBC-12STATE** compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and **SBC-12STATE** Technical Publication, TP76638. In the **SBC-AMERITECH** Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In **SBC-2STATE** PUB L-780023-**SBC-2STATE** may be substituted for TP76638 and first interconnections to **PACIFIC**'s signaling network per CLEC and per signaling point type of equipment will require completion of **PACIFIC**'s CCS/SS7 interconnection questionnaire. Each individual set of links from CLEC switch to **SBC-12STATE** STP will require a pre ordering meeting to exchange information and schedule testing for certification by **SBC-12STATE**.
- 2.9 Dedicated Signaling Links Technical Requirements
- 2.9.1 Unbundled Dedicated Signaling Links will perform in the following two ways:
- 2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and
- 2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.
- 2.9.2 When CLEC provides its own switch or STP, CLEC will provide DS1 (1.544 Mbps) interfaces at the CLEC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through CLEC purchase of an **SBC-12STATE** dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.
- 2.9.3 In each LATA in which CLEC desires Dedicated Signaling Links for interconnection to the **SBC-12STATE** SS7 Signaling Network, CLEC must purchase dedicated signaling links to each STP of a mated pair of STPs.

- 2.9.4 CLEC assumes the responsibility to ensure diverse routing of CLEC signaling links from CLEC switch to CLEC SPOI. **SBC-12STATE** will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.
- 2.9.5 When CLEC requests that **SBC-12STATE** add a Signaling Point Code (SPC), CLEC will identify to **SBC-12STATE** the SPCs associated with the CLEC 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”. This rate element will not apply in **SBC-2STATE**.
- 2.9.6 CLEC will notify **SBC-12STATE** in writing thirty (30) days in advance of any material change in CLEC’s use of such SS7 signaling network, including but not limited to any change in CLEC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

- 2.10.1 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.
- 2.10.2 Use of the STP routes signaling traffic generated by action of CLEC to the destination defined by **PACIFIC**’s signaling network, excluding messages to and from an **SBC-7STATE** local switching unbundled network element. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with CLEC set of links will be routed to CLEC.
- 2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of CLEC from a **SBC-12STATE** designated STP pair to a **SBC-12STATE** STP pair located in a different LATA. In the **SBC-AMERITECH** this arrangement will only be provided for STPs located in the same state. In the **SBC-7STATE**, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In the **SBC-AMERITECH** the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In the **SBC-2STATE**, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the **SBC-2STATE** network to a third party without requiring a trunking connection by a third party with **SBC-2STATE**.
- 2.10.4 In such instance as CLEC utilizes **SBC-12STATE**’s Local Switching Network Element, CLEC does not separately order SS7 signaling under this

method. CLEC will be charged for the use of the **SBC-12STATE** SS7 signaling on a per call basis.

2.11 **STP Technical Requirements**

2.11.1 STPs will provide signaling connectivity to the following network elements connected to the **SBC-12STATE** SS7 network: **SBC-12STATE** Local Switching or Tandem Switching; **SBC-12STATE** Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by CLEC at the **SBC-12STATE** STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. CLEC may specify screening parameters so as to allow transient messages to cross the **SBC-12STATE** SS7 Network. The Parties will identify to each other the GTT type information for message routing. CLEC will pay a non-recurring charge when CLEC requests **SBC-12STATE** add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 **Interface Requirements**

2.12.1 **SBC-12STATE** will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 CLEC will designate the SPOI for each link. CLEC will provide a DS1 or higher rate transport interface at each SPOI. **SBC-12STATE** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC-12STATE** STPs.

2.12.3 **SBC-12STATE** will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the **SBC-SWBT** 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 CLEC shall use SS7 Transport subject to the screening and routing information of the **SBC-12STATE** STPs. **SBC-12STATE** shall provide information to CLEC on the routes and signaling point codes served by the

SBC-12STATE 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 **SBC-12STATE** “regional” STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a **SBC-12STATE** “regional” STP pair to another **SBC-12STATE** STP pair.
- 3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which **SBC-12STATE** has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When **SBC-12STATE** does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other **SBC-12STATE** pairs of STPs, until ordered. When **SBC-12STATE** or CLEC, 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 **SBC-12STATE** 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 **SBC-12STATE** 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 CLEC shall designate the signaling points and signaling point codes associated with CLEC. CLEC shall provide such information to **SBC-12STATE** to allow **SBC-12STATE** to translate **SBC-12STATE** STPs. The information shall define the screening and routing information for the signaling point codes of CLEC and may include global title address, translation type and subsystem designations as needed.
 - 3.4.2 Signaling links from **SBC-12STATE** mated pairs of STPs shall connect to CLEC premises (including collocation locations) within the same LATA. A set of links can be either:
 - 3.4.2.1 "A" Link Sets from CLEC's 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 CLEC's STPs that are connected to **SBC-12STATE**'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 **SBC-12STATE** facility availability and the degree of diversity in both the **SBC-12STATE** physical network and the CLEC physical network from signaling point to signaling point for the link.
- 3.4.5 When CLEC requires a STP Access Link, CLEC and **SBC-12STATE** 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 **SBC-12STATE**'s interconnecting STPs.
- 3.4.7 Call set-up times may be adversely affected when CLEC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. **SBC-12STATE** 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-**SBC-12STATE** signaling points.
- 3.4.8 Provisioning of the SS7 Service is in accordance with **SBC-7STATE** TP76638 **SBC-AMERITECH** AM-TR-OAT-000069 and GR-905-CORE, as amended or **SBC-2STATE** PUB L780023-**SBC-2STATE**.

3.5 Use of the STP

- 3.5.1 When CLEC orders **SBC-12STATE** unbundled Local Switching, the use of the STP shall apply. No order or provisioning by CLEC is needed. The **SBC-12STATE** Local Switch will use the **SBC-12STATE** SS7 signaling network.

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

- 4.1 **SBC-12STATE** shall manage the network and, at its sole 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 **SBC-12STATE** or CLEC facilities, natural disasters, mass calling or national security demands.
- 4.2 **SBC-12STATE** shall determine the GTT route for messages routed to GTT, which are associated with **SBC-12STATE** signaling points.

- 4.3 **SBC-12STATE** shall define regional functions and local functions of its STPs. **SBC-12STATE** will route ISUP messages within the **SBC-12STATE** signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.
- 4.4 **SBC-12STATE** shall route messages generated by the action of CLEC throughout the **SBC-12STATE** signaling network as specified within this Appendix. The content of the messages is for the use of signaling points of origination and destination. **SBC-12STATE** will not use any information within messages for any purpose not required by or related to the use of the **SBC-12STATE** signaling network. **SBC-12STATE** will not divulge any message or any part of messages generated by CLEC to any other party, except as required to manage the **SBC-12STATE** signaling network or as may be required by law.

5. RESPONSIBILITIES OF CLEC

- 5.1 CLEC shall provision the signaling links at CLEC's premises and from CLEC's premises to **SBC-7STATE**'s STP location in a diverse, reliable and technically feasible manner. CLEC shall identify to **SBC-12STATE** the SPC(s) associated with the CLEC set of links.
- 5.2 CLEC shall identify to **SBC-12STATE** the GTT information for messages that route to CLEC.
- 5.3 When routing messages addressed to an **SBC-12STATE** Subsystem Number (SSN), CLEC shall use the **SBC-12STATE** defined SSN designation of the **SBC-12STATE** mated STP pair to which the message is routed.
- 5.4 CLEC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the **SBC-12STATE** signaling network.
- 5.5 CLEC shall furnish to **SBC-12STATE**, 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. **SBC-12STATE** shall utilize the forecast in its own efforts to project further facility requirements.
- 5.6 CLEC shall inform **SBC-12STATE** in writing thirty (30) days in advance of any change in CLEC's 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 CLEC to be forwarded to **SBC-12STATE**'s network. CLEC 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 **SBC-12STATE** via the Bonafide Request (“BFR”) process set forth in Appendix UNE.

7. DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH

- 7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an **SBC-AMERITECH** end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.
- 7.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.
- 7.3 Signal Formulation
- 7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the **SBC-AMERITECH** tandem for CLEC to **SBC-AMERITECH** terminated calls.
- 7.4 Signal Transport
- 7.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the **SBC-AMERITECH** end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the **SBC-AMERITECH** end office (excluding LIDB and 800 Access Service).
- 7.5 Signal Switching
- 7.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is

switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

7.6 **Signal Tandem Switching**

- 7.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an **SBC-AMERITECH** STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

8. **DESCRIPTION OF RATE ELEMENTS SBC-7STATE**

- 8.1 The following rate elements apply to **SBC-7STATE** SS7 Service:

8.2 **SS7 Transport**

- 8.2.1 SS7 Transport shall be measured per octet of information screened and routed.
- 8.2.2 CLEC shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional **SBC-7STATE** STP pair. A usage rate applies per octet generated by action of CLEC.
- 8.2.3 SS7 Transport is not available in the **SBC-2STATE**.

8.3 **Dedicated Signaling Links**

8.3.1 **SS7 Link Cross Connect**

- 8.3.1.1 CLEC 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.

8.3.2 **STP Port Termination**

- 8.3.2.1 CLEC shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the **SBC-7STATE**

STP. One STP Port Termination must be installed at **SBC-7STATE**'s interconnecting STP for each Dedicated Signaling Link.

8.3.2.2 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.

8.3.3 **STP Access Link**

8.3.3.1 CLEC 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.

8.4 **Signaling Point Code Addition**

8.4.1 CLEC shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a **SBC-7STATE** STP. CLEC shall pay a nonrecurring charge per SPC established at each STP.

8.5 **Global Title Translation (GTT) Addition**

8.5.1 CLEC shall pay the GTT Addition rate element for the establishment of CLEC's GTA, translation type or subsystem information in the **SBC-7STATE** STP translations. CLEC shall pay a nonrecurring charge per GTT established at each STP.

8.6 **Use of the STP Per Call**

8.6.1 CLEC shall pay the Use of the STP Per Call rate element for Use of the **SBC-7STATE** STP. The rate shall apply for each call originated by CLEC subscribers using the **SBC-7STATE** 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.

8.6.2 The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when CLEC uses the **SBC-7STATE** Local Switching network element.

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

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without

limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX FOR ACCESS

TO SBC COMMUNICATION INC.'S STRUCTURE

(POLES, CONDUITS, AND RIGHTS OF WAYS)

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APPENDIX FOR ACCESS TO SBC COMMUNICATION INC.'S STRUCTURE (POLES, CONDUITS, AND RIGHTS OF WAYS)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE** means the above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin. SBC will be used throughout this document in lieu of **SBC-13STATE**.
- 1.4 As used herein, **PACIFIC** means the ILEC doing business in California.

2. DEFINITIONS

- 2.1 Definitions in general. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 2.1 to 2.14 except as the context otherwise requires.
- 2.2 Conduit. The term "conduit" refers to tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**'s conduit.

- 2.3 **Conduit system**. The term “conduit system” refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term “conduit system” does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other **SBC-13STATE** structures (such as huts and cabinets) which branch off from or are connected to **SBC-13STATE**’s conduit.
- 2.4 **Duct**. The term “duct” refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other equipment. As used in this Appendix, the term “duct” includes “inner ducts” created by subdividing a duct into smaller channels, but does not include cables and other telecommunications equipment located within such ducts.
- 2.5 **Handhole**. The term “handhole” refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term “handhole” refers only to handholes which are part of **SBC-13STATE**’s conduit system and does not refer to handholes which provide access to buried cables not housed within **SBC-13STATE** ducts or conduits. As used in this Appendix, the term “handhole” refers only to handhole structures owned or controlled by **SBC-13STATE** and does not include cables and other telecommunications equipment located within handhole structures.
- 2.6 **Occupancy Permit**. The term “occupancy permit” refers to a written instrument confirming that **SBC-13STATE** has granted the structure access request of Attaching Party or a third party for access to pole, duct, conduit, or right-of-way space.
- 2.7 **Maintenance Duct**. The term “maintenance duct” generally refers to a full-sized duct (typically three inches in diameter or larger) for use, on a short-term basis, for maintenance, repair, or emergency restoration activities. The term “maintenance duct” does not include ducts and conduits extending from an **SBC-13STATE** manhole to customer premises. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.
- 2.8 **Make-ready work**. The term “make-ready work” refers to all work performed or to be performed to prepare **SBC-13STATE**’s poles, ducts, conduits, rights-of-way, and related facilities for the requested occupancy or attachment of Attaching Party’s facilities.
- 2.9 **Manhole**. The term “manhole” refers to an enclosure, usually below ground level and entered through a hole on the surface, which personnel may enter and use for the purpose of installing, operating, and maintaining

facilities in ducts or conduits which are parts of SBC-13STATE's conduit system. As used in this Appendix, the term "manhole" does not include cables and other telecommunications equipment located within manhole structures.

- 2.10 Other User. The term "Other User" refers to entities, other than the Attaching Party, with facilities on an SBC-13STATE pole, duct, conduit or right-of-way to which the Attaching Party has obtained access. Other Users may include SBC-13STATE, other attaching parties, municipalities or other governmental entities, and electric utilities (which may own interests in SBC-13STATE's poles, ducts, conduits or rights-of-ways).
- 2.11 Overlashing. The term "Overlashing" refers to the practice of placing an additional cable by lashing such cable with spinning wire over an existing cable and strand.
- 2.12 Pole. The term "pole" refers to poles (and associated anchors) which are owned or controlled by SBC-13STATE and does not include cables and other telecommunications equipment attached to pole structures.
- 2.13 Rights-of-way. The term "rights-of-way" refers to SBC-13STATE owned or controlled legal rights to pass over or through property of another party and used by SBC-13STATE for its telecommunications distribution system. For purposes of this Appendix, "rights-of-way" includes property owned by SBC-13STATE and used by SBC-13STATE for its telecommunications distribution facilities. Rights-of-way does not include:
 - 2.13.1 cables and other telecommunications equipment buried or located on such rights-of-way,
 - 2.13.2 public rights of way (which are owned by and subject to the control of governmental entities), or
 - 2.13.3 any space which is owned and controlled by a third-party property owner and occupied by SBC-13STATE with permission from such owner rather than as a matter of legal right.
- 2.14 Structure. The term "Structure" refers collectively to poles, ducts, conduits and rights-of-way.

3. SCOPE OF APPENDIX

- 3.1 This Appendix establishes the rates, terms, conditions, and procedures by which SBC-13STATE shall provide non-discriminatory access to SBC-

13STATE's Structure. Separate tariffs, appendix, or agreements shall govern Attaching Party's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix:

- 3.1.1 **SBC-13STATE**'s central office vaults and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from **SBC-13STATE**'s central offices;
 - 3.1.2 controlled environment vaults (CEVs), huts, cabinets, and other similar outside plant structures and ducts and conduits which serve no purpose other than to provide a means of entry to and exit from such vaults, huts, cabinets, and structures;
 - 3.1.3 ducts and conduits located within buildings owned by **SBC-13STATE**; and
 - 3.1.4 ducts, conduits, equipment rooms, and similar spaces located in space leased by **SBC-13STATE** from third-party property owners for purposes other than to house cables and other equipment in active service as part of **SBC-13STATE**'s network distribution operations.
- 3.2 No Transfer of Property Rights to Attaching Party. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other.
- 3.3 No Effect on **SBC-13STATE**'s Right to Abandon, Convey or Transfer Structure. Nothing contained in this Appendix, or any occupancy permit subject to this Appendix, shall in any way affect **SBC-13STATE**'s right to abandon, convey, or transfer to any other person or entity **SBC-13STATE**'S interest in any of **SBC-13STATE**'S Structure. **SBC-13STATE** shall give Attaching Party at least 60 days written notice prior to abandoning, conveying, or transferring any Structure to which Attaching Party has already attached its facilities, or any Structure on which Attaching Party has already been assigned space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.

4. EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

- 4.1 **Effective Date.** This Appendix shall be effective as of the _____ day of _____, 2002, or, if this Appendix has been entered into as an appendix, attachment, or exhibit to an interconnection Appendix between the parties, the date of approval by the State Commission of the interconnection Appendix, whichever date first occurs.
- 4.2 **Initial Term.** Unless sooner terminated as herein provided, the initial term of this Appendix shall run from the effective date until the end of the calendar year which includes the effective date. In the event this Appendix is entered into as a part of an Interconnection Appendix, this Appendix shall terminate upon the termination of the Interconnection Appendix of which this is apart.
- 4.3 **Automatic Renewal.** Unless sooner terminated as herein provided, this Appendix shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date, or in the same fashion as the Interconnection Appendix renews, if a part of the Interconnection Appendix.
- 4.4 **Elective Termination.** Either party may terminate this Appendix by giving the other party at least six months prior written notice as provided in this section. The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given.
- 4.5 **Elective Termination by **SBC-13STATE**.** Attaching Party shall, within 60 days after the effective date of the elective termination by **SBC-13STATE**, either initiate negotiations for continued access to **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Section 28 of this Appendix.
- 4.6 **Effect of Elective Termination.** Elective termination of this Appendix by Attaching Party, as permitted under Section 4 of this Appendix, shall not affect Attaching Party's liabilities and obligations incurred under this Appendix prior to the effective date of termination and shall not entitle Attaching Party to the refund of any advance payment made to **SBC-13STATE** under this Appendix. Elective termination of this Appendix by **SBC-13STATE** shall not affect **SBC-13STATE**'s obligations to afford access to **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way owned or controlled by **SBC-13STATE** as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

5. GENERAL PROVISIONS

- 5.1 Entire Appendix. This Appendix, together with the interconnection Appendix, if any, of which this Appendix is a part, and the Guidelines for Access to **SBC-13STATE** Structure, attached hereto and incorporated herein by reference, sets forth the entire understanding and Appendix of the parties.
- 5.2 Prior Agreements Superseded. This Appendix supersedes all prior Agreements and understandings, whether written or oral, between Attaching Party and **SBC-13STATE** relating to the placement and maintenance of Attaching Party's facilities on and within **SBC-13STATE**'s poles, ducts, and conduits within this State.
- 5.3 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Appendix, the terms and conditions of this Appendix shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.
- 5.4 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Appendix, any obligations of either party under provisions of this Appendix relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Appendix which, by their terms, are contemplated to survive (or be performed after) termination of this Appendix, will survive the termination of this Appendix.
- 5.5 Multiple Counterparts. This Appendix may be executed in multiple counterparts.
- 5.6 Effect on Licenses or Occupancy Permits Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy permits granted to Attaching Party shall, on the effective date of this Appendix, be subject to the rates, terms, conditions, and procedures set forth in this Appendix.
- 5.7 Force Majeure. Except as otherwise specifically provided in this Appendix, neither party will be liable for any delay or failure in performance of any part of this Appendix caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform;

provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

- 5.8 Severability. If any article, section, subsection, or other provision or portion of this Appendix is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Appendix as to either party, the invalidity of such provision shall not render this entire Appendix unenforceable and this Appendix shall be administered as if it did not contain the invalid provision.
- 5.9 Choice of Law. Except to the extent that federal law controls any aspect of this Appendix, the validity of this Appendix, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.
- 5.10 Changes in the Law. The parties agree to negotiate in good faith changes to this Appendix to conform to changes applicable law pertaining to access to poles, ducts, conduits and rights-of-way, including the Pole Attachment Act.
- 5.11 The parties shall at all times observe and comply with, and the provisions of this Appendix are subject to, all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

6. DISCLAIMER OF WARRANTIES

- 6.1 **SBC-13STATE** MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, THAT **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND WARRANTIES ARE SUITABLE FOR THE ATTACHING PARTY'S INTENDED USES OR ARE FREE FROM DEFECTS. THE ATTACHING PARTY SHALL IN EVERY INSTANCE BE RESPONSIBLE TO DETERMINE THE ADEQUACY OF **SBC-13STATE**'S POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY FOR THE ATTACHING PARTY'S INTENDED USE.

7. DISPUTE RESOLUTION

- 7.1 In the event that this Appendix is a part of an Interconnect Agreement between the parties, the dispute resolution provisions of the Interconnection Agreement shall apply to disputes under this Appendix.

8. INDEMNIFICATION

- 8.1 Definitions. The term “Claims” as used in Section 8 shall mean any suit, claim, demand, loss, damage, liability, fee, fine, penalty, or expense, of every kind and character.
- 8.2 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an “indemnifying party”) shall be required to indemnify or defend the other party (as an “indemnified party”) against, or hold the indemnified party harmless from, any Claims arising out of:
- 8.2.1 any breach by the indemnified party of any provision of this Appendix or any breach by the indemnified party of the parties’ interconnection Appendix, if any;
 - 8.2.2 the violation of any law by any employee of the indemnified party or other person acting on the indemnified party’s behalf;
 - 8.2.3 willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party’s behalf; or
 - 8.2.4 any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party’s behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or damage giving rise to the Claim for which indemnity is requested.
- 8.3 Workplace Injuries. Except as expressly provided in this Appendix to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party’s behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of **SBC-13STATE**’s Structure.

- 8.4 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3 above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf.
- 8.5 THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.3-8.4 SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.
- 8.6 Claims Brought Against Either Party by Vendors, Suppliers and Customers of the Other Party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims (other than workplace injury claims subject to Section 8.3, or other claims subject to Section 8.4) made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party.
- 8.7 Injuries to Third Parties and Third party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf.
- 8.8 Indemnification for Environmental Claims.
- 8.8.1 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of
- 8.8.1.1 any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or

- 8.8.1.2 any provision or requirement of this Appendix dealing with hazardous substances or protection of the environment.
- 8.8.2 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way.
- 8.8.3 Each party shall indemnify, on request defend, and hold the other party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any **SBC-13STATE** pole, duct, conduit, or right-of-way.
- 8.8.4 Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any Claims for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.
- 8.9 **Miscellaneous Claims.** Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, of every kind and character, made, brought, or sought against **SBC-13STATE** by any person or entity, arising out of or in connection with the subject matter of this Appendix and based on either:
- 8.9.1 claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on **SBC-13STATE** due to the placement or presence of Attaching Party's facilities on or within **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way; or

- 8.9.2 claims based on the violation by Attaching Party of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.
- 8.10 **Attaching Party's General Indemnity Obligations to SBC-13STATE.** This section applies only in those situations not expressly covered by Sections 8.3-8.10 and does not apply to any Claims resulting from Attaching Party's enforcement of its rights against **SBC-13STATE** pursuant to this Appendix or other provisions in the parties' interconnection Appendix, if any. Except as otherwise expressly provided in this Appendix to the contrary, and subject to the exclusions set forth in Section 8.2, Attaching Party shall indemnify, on request defend, and hold **SBC-13STATE** harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Attaching Party's access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, Attaching Party's performance of any acts authorized under this Appendix, or the presence or activities of Attaching Party's employees or other personnel acting on Attaching Party's behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.
- 8.11 **SBC-13STATE's General Indemnity Obligations to Attaching Party.** This section applies only in those situations not expressly covered by Sections 8.3-8.9 and does not apply to any Claims resulting from **SBC-13STATE**'s enforcement of its rights against Attaching Party pursuant to this Appendix or other provisions in the parties' interconnection Agreement, if any. Except as otherwise expressly provided in this Appendix to the contrary, **SBC-13STATE** shall indemnify, on request defend, and hold Attaching Party harmless from any and all Claims, on account of or in connection with any death of person or injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with **SBC-13STATE**'s access to or use of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way, **SBC-13STATE**'s performance of any acts authorized under this Appendix, or the presence or activities of **SBC-13STATE**'s employees or other personnel acting on **SBC-13STATE**'s behalf on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way.

9. LIABILITIES AND LIMITATIONS OF LIABILITY

- 9.1 **EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE

LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

- 9.2 **SBC-13STATE** Not Liable to Attaching Party for Acts of Third Parties or Acts of God. By affording Attaching Party access to **SBC-13STATE** Structure **SBC-13STATE** does not warrant, guarantee, or insure the uninterrupted use of such facilities by Attaching Party. Except as specifically provided in Section 9.5 of this Appendix, Attaching Party assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Attaching Party's facilities attached to **SBC-13STATE**'s poles or placed in **SBC-13STATE**'s Structure and **SBC-13STATE** shall not be liable to Attaching Party for any damages to Attaching Party's facilities other than as provided in Section 9.5. In no event shall **SBC-13STATE** be liable to Attaching Party under this Agreement for any death of person or injury, loss, or damage resulting from the acts or omissions of (1) any Other User or any person acting on behalf of an Other User, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any permit, invitee, trespasser, or other person present at the site or in the vicinity of any **SBC-13STATE** pole, duct, conduit, or right-of-way in any capacity other than as a **SBC-13STATE** employee or person acting on **SBC-13STATE**'s behalf. In no event shall **SBC-13STATE** be liable to Attaching Party under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on **SBC-13STATE**'s behalf, cable cuts by persons other than **SBC-13STATE**'s employees or persons acting on **SBC-13STATE**'s behalf, or other causes beyond **SBC-13STATE**'s control which occur at sites subject to this Appendix.

- 9.3 **Damage to Facilities.** Each party shall exercise due care to avoid damaging the facilities of the other or of Other Users and hereby assumes

all responsibility for any and all loss from damage caused by the party and persons acting on the party's behalf. A party shall make an immediate report to the other of the occurrence of any damage and hereby agrees to reimburse the other party, and/or Other Users for any property damaged caused by the party or persons acting on the party's behalf.

- 9.4 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

10. INSURANCE

- 10.1 At all times in which the Attaching Party has attachments to **SBC-13STATE** poles, or is occupying **SBC-13STATE** conduit or right-of-way, Attaching Party shall keep and maintain in force, at its own expense, the minimum insurance coverage and limits set for below. Such insurance and coverage shall not only cover the Attaching Party, but it must cover all contractors, subcontractors and/or any other person acting on Attaching Party's behalf, that are providing services under this Appendix.

10.1.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Appendix and Employers Liability insurance with minimum limits of \$1,000,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$1,000,000 for Bodily Injury by disease-each employee.

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

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

- 10.2 Attaching Party agrees to name **SBC-13STATE** as an Additional Insured on the Commercial General Liability policy and Commercial Automobile Liability Policy.

- 10.3 **SBC-13STATE** agrees to accept the Attaching Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:
- 10.3.1 Workers' Compensation and Employers Liability: Attaching Party submit to **SBC-13STATE** its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Appendix or the employer's state of hire; and
- 10.3.2 Automobile liability: Attaching Party shall submit to **SBC-13STATE** a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Appendix; and
- 10.3.3 General liability: Attaching Party must provide evidence acceptable to **SBC-13STATE** that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.
- 10.4 All insurance required in accordance with this section must be in effect before **SBC-13STATE** will issue pole attachment or conduit occupancy permits under this Appendix.
- 10.5 Attaching Party agrees to provide **SBC-13STATE** with at least thirty (30) calendar days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

11. ASSIGNMENT OF RIGHTS

- 11.1 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.
- 11.1.1 **SBC-13STATE** may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without Attaching Party's consent, to any entity controlling, controlled by, or under common control with **SBC-13STATE** or which acquires or succeeds to ownership of substantially all of **SBC-13STATE**'s assets.
- 11.1.2 Overlapping of Attaching Party's facilities on **SBC-13STATE** poles by a third party will be allowed under the following conditions:

- 11.1.2.1 The Overlapping entity must enter into an Appendix with **SBC-13STATE** for access to **SBC-13STATE** Structures and abide by the terms and conditions of such an Occupancy Permit.
 - 11.1.2.2 The Overlapping entity must obtain written approval from the Attaching Party and provide a copy to **SBC-13STATE** prior to submitting a request for access to structure.
 - 11.1.2.3 The Overlapping party must submit a written request for access to structure, and indicate on the request that the request is for Overlapping of an existing attachment of the Attaching Party.
 - 11.1.2.4 The Overlapping entity is responsible for paying the fees for Overlapping in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.
- 11.1.3 Attaching Party may, ancillary to a bona fide loan transaction between Attaching Party and any lender, and without **SBC-13STATE**'s consent, grant security interests or make collateral assignments in substantially all of Attaching Party's assets, including Attaching Party's rights under this Appendix, subject to the express terms of this Appendix. In the event Attaching Party's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Attaching Party's assets through public or private sale or through an Agreement with Attaching Party, Attaching Party's lender or the third party acquiring Attaching Party's rights under this Appendix shall assume all outstanding obligations of Attaching Party under the agreement and provide proof satisfactory to **SBC-13STATE** that such lender or third party has complied or will comply with all requirements established under this Appendix. Notwithstanding any provisions of this Appendix to the contrary, such foreclosure by Attaching Party's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Attaching Party's lender or such third party shall succeed to all rights and remedies of Attaching Party under this Agreement (other than those rights and remedies, if any, which have not been transferred and, if Attaching Party is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of

Attaching Party under the Agreement, including liability to **SBC-13STATE** for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Attaching Party under the Agreement, as applicable.

- 11.1.4 No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured **SBC-13STATE**'s prior written consent to the assignment or transfer, if necessary, and given **SBC-13STATE** notice of the assignment or transfer pursuant to Section 11.3.
- 11.2 Incorporations, Mergers, Acquisitions, and Other Changes in Attaching Party's Legal Identity. When the legal identity or status of Attaching Party changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.
- 11.3 Assignment Shall Not Relieve Attaching Party of Prior Obligations. Except as otherwise expressly agreed by **SBC-13STATE** in writing, no assignment permitted by **SBC-13STATE** under this Agreement shall relieve Attaching Party of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Section 8 of this Agreement or the interconnection agreement, if any.
- 11.4 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. **SBC-13STATE** may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Attaching Party under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Attaching Party arising out of or in connection with this Agreement.
- 11.5 Sub-Permits Prohibited. Nothing contained in this Agreement shall be construed as granting Attaching Party the right to sublease, sublicense, or otherwise transfer any rights under this Agreement or occupancy permits subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Attaching Party shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Attaching Party or to utilize such space.

**12. TERMINATION OF AGREEMENT OR OCCUPANCY PERMITS;
REMEDIES FOR BREACHES**

- 12.1 Termination Due to Non-Use of Facilities or Loss of Required Authority. This Appendix and all occupancy permits subject to this Appendix shall terminate if Attaching Party ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Attaching Party is cable television system having access to **SBC-13STATE**'s poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Attaching Party is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of **SBC-13STATE**'s poles, ducts, conduits, and rights-of-way.
- 12.2 Individual occupancy permits subject to this Appendix shall terminate if (a) Attaching Party ceases to utilize the pole attachment or conduit or right of way space subject to such occupancy permit or (b) Attaching Party's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access.
- 12.3 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Attaching Party's access to **SBC-13STATE**'s Structure shall not materially interfere with or impair service over any facilities of **SBC-13STATE** or any Other User, cause material damage to **SBC-13STATE**'s plant or the plant of any Other User, impair the privacy of communications carried over the facilities of **SBC-13STATE** or any Other User, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of **SBC-13STATE**'s poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, **SBC-13STATE** may limit, terminate or refuse access if Attaching Party violates this provision.
- 12.4 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach.
- 12.5 The complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given, and

12.5.1 the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or

12.5.2 the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure.

12.6 Remedies for Breach. Subject to the provisions of this article, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. In any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

13. FAILURE TO ENFORCE

13.1 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any occupancy permit or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement.

14. CONFIDENTIALITY OF INFORMATION

14.1 Information Provided by Attaching Party to SBC-13STATE. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by Attaching Party to **SBC-13STATE** in connection with this Appendix (including but not limited to information submitted in connection with Attaching Party's applications for occupancy permit shall be deemed to be "confidential" or "proprietary" information of Attaching Party and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Attaching Party's review of records regarding a particular market area, or relating to assignment of space to Attaching Party in a particular market area, and further includes knowledge or information about the timing of Attaching Party's request for or review of records or its inquiry about **SBC-13STATE** facilities. This article does not limit the use by **SBC-13STATE** of aggregate information relating to the occupancy and use of **SBC-13STATE**'s Structure by firms other than **SBC-13STATE** (that is, information submitted by Attaching Party and aggregated by **SBC-**

13STATE in a manner that does not directly or indirectly identify Attaching Party).

- 14.2 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Attaching Party to **SBC-13STATE** in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons other than those who have a need to know such information for the limited purposes set forth in Sections 14.3-14.6.
- 14.3 Permitted Uses of Attaching Party's Confidential Information. Notwithstanding the provisions of Sections 14.1 and 14.2 above, **SBC-13STATE** and persons acting on **SBC-13STATE**'s behalf may utilize Attaching Party's confidential or proprietary information for the following purposes:
- 14.3.1 posting information, as necessary, to **SBC-13STATE**'s outside plant records;
 - 14.3.2 placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing **SBC-13STATE**'s Structure and any **SBC-13STATE** facilities located on, within, or in the vicinity of such Structure;
 - 14.3.3 performing **SBC-13STATE**'s obligations under this Agreement and similar agreements with third parties;
 - 14.3.4 determining which of **SBC-13STATE**'s Structure are (or may in the future be) available for **SBC-13STATE**'s own use, and making planning, engineering, construction, and budgeting decisions relating to **SBC-13STATE**'s Structure;
 - 14.3.5 preparing cost studies;
 - 14.3.6 responding to regulatory requests for information;
 - 14.3.7 maintaining **SBC-13STATE**'s financial accounting records; and
 - 14.3.8 complying with other legal requirements relating to Structure.
- 14.4 Defense of Claims. In the event of a dispute between **SBC-13STATE** and any person or entity, including Attaching Party, concerning **SBC-13STATE**'s performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole

Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, **SBC-13STATE** may utilize confidential or proprietary information submitted by Attaching Party in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:

- 14.4.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.4.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or
 - 14.4.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.
- 14.5 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding **SBC-13STATE** from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that **SBC-13STATE** shall not disclose Attaching Party's proprietary or confidential information without first, at **SBC-13STATE**'s option:
- 14.5.1 obtaining an agreed protective order or nondisclosure Agreement that preserves the confidential and proprietary nature of Attaching Party's information;
 - 14.5.2 seeking such a protective order as provided by law if no agreed protective order or nondisclosure Agreement can be obtained; or
 - 14.5.3 providing Attaching Party notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

15. ACCESS TO RIGHTS-OF-WAY

- 15.1 To the extent SBC-13STATE has the authority to do so, SBC-13STATE grants Attaching Party a right to use any right-of-way for SBC-13STATE poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on SBC-13STATE's poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the SBC-13STATE pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by SBC-13STATE. SBC-13STATE does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.
- 15.2 Private Rights-of-Way Not Owned or Controlled by Either Party. Neither party shall restrict or interfere with the other party's access to or right to occupy property owned by third-parties which is not subject to the other party's control, including property as to which either party has access subject to non-exclusive rights-of-way. Each party shall make its own, independent legal assessment of its right to enter upon or use the property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations.
- 15.3 Access to Rights-of-Way Generally. At locations where SBC-13STATE has access to third-party property pursuant to non-exclusive rights-of-way, SBC-13STATE shall not interfere with Attaching Party's negotiations with third-party property owners for similar access or with Attaching Party's access to such property pursuant to easements or other rights-of-ways obtained by Attaching Party from the property owner. At locations where SBC-13STATE has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, SBC-13STATE shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Attaching Party on a nondiscriminatory basis, provided that the underlying agreement with the property owner permits SBC-13STATE to provide such access, and provided further that SBC-13STATE's charges for such access shall include Attaching Party's pro rata portion of the charges, if any, paid by SBC-13STATE to obtain the right-of-way, plus any other documented legal, administrative, and engineering costs incurred by SBC-

13STATE in obtaining the right-of-way and processing Attaching Party's request for access.

16. SPECIFICATIONS

16.1 Compliance with Requirements, Specifications, and Standards. Attaching Party's facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix and the Administrative Guide.

16.1.1 **SBC-PACIFIC ONLY**- In addition to the terms and conditions included in this Appendix, **SBC-PACIFIC** shall comply with any requirements set forth in California Public Utility Commission Decision 98-10-058.

16.2 Published Standards. Attaching Party's facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications:

16.2.1 the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

16.2.2 the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE");

16.2.3 the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA");

16.2.4 California Public Utility Commission's General Orders 95 and 128 for attachments to Pacific Bell Telephone Company poles, ducts, conduits and rights of way; and,

16.2.5 the **SBC-13STATE** Structure Access Guidelines

16.3 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of **SBC-13STATE**'s manholes and access to **SBC-13STATE**'s conduit system.

16.3.1 Attaching Party will notify **SBC-13STATE** not less than 5 business days in advance before entering **SBC-13STATE**'s conduit system to perform non-emergency work operations. Such

operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed.

16.3.2 An authorized employee or representative of **SBC-13STATE** may be present any time when Attaching Party or personnel acting on Attaching Party's behalf enter or perform work within **SBC-13STATE**'s conduit system. Attaching Party shall reimburse **SBC-13STATE** for costs associated with the presence of **SBC-13STATE**'s authorized employee or representative.

16.3.3 Each party must obtain any necessary authorization from appropriate authorities to open manholes.

17. ACCESS TO RECORDS

17.1 **SBC-13STATE** will, upon request and at the expense of the Attaching Party, provide Attaching Party access to and copies of redacted maps, records and additional information relating to the location, capacity and utilization of **SBC-13STATE**'s Structure. Upon request, **SBC-13STATE** will meet with the Attaching Party to clarify matters relating to maps, records or additional information. **SBC-13STATE** does not warrant the accuracy or completeness of information on any maps or records.

17.2 Maps, records or information are and remain the proprietary property of **SBC-13STATE**, are provided to the Attaching Party solely for the pursue of enabling the Attaching Party to obtain access to **SBC-13STATE**'s Structure, and may not be resold, reproduced or disseminated by the Attaching Party.

17.3 **SBC-13STATE** will provide information currently available on the **SBC-13STATE**'s maps and/or records regarding:

17.3.1 the location of Structure and street addresses for manholes and poles as shown on **SBC-13STATE**'s maps;

17.3.2 the footage between manholes or lateral ducts lengths, as shown on **SBC-13STATE**'s maps;

17.3.3 the footage between poles, if shown on **SBC-13STATE**'s maps;

17.3.4 the total capacity of the Structure

17.3.5 the existing utilization of the Structure.

- 17.4 SBC-13STATE will not acquire additional information or provide information in formats other than that in which it currently exists and is maintained by SBC-13STATE.
- 17.5 SBC-13STATE will expunge any confidential or proprietary information from its maps and records prior to providing access to the same to the Attaching Party.

18. APPLICATIONS AND PRE-OCCUPANCY PERMIT SURVEYS

- 18.1 Occupancy Permits Required. Attaching Party shall apply in writing for and receive an occupancy permit before attaching facilities to specified SBC-13STATE poles or placing facilities within specified SBC-13STATE ducts, conduits, or rights-of-way.
- 18.2 Structure Access Request Form. To apply for an occupancy permit under this Appendix, Attaching Party shall submit to SBC-13STATE the appropriate SBC-13STATE request forms. Attaching Party shall promptly withdraw or amend its request if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific SBC-13STATE Structure.
- 18.3 Make-Ready Survey. A Make-Ready survey must be completed by SBC-13STATE or the Attaching Party before an occupancy permit is issued. The primary purposes of the make ready survey will be to enable SBC-13STATE to
- 18.3.1 confirm or determine the modifications, capacity expansion, and make-ready work, if any, necessary to accommodate Attaching Party's attachment of facilities to SBC-13STATE structures;
- 18.3.2 plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SBC-13STATE's poles, ducts, conduits, rights-of-way, and associated facilities for Attaching Party's proposed attachments or occupancy; and
- 18.3.3 estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.

19. POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

- 19.1 Selection of Space. SBC-13STATE will select or approve the Attaching Party's selection of the space Applicant will occupy on SBC-13STATE's poles or in SBC-13STATE's conduit systems. Maintenance ducts shall

not be considered available for Attaching Party's use except as specifically provided elsewhere in this Appendix. Where required by law or franchise agreement, ducts and attachment space on poles reserved for municipal use shall not be considered available for the Attaching Party's use. All other ducts, inner ducts, space on poles or space in rights-of-ways which are not assigned or occupied shall be deemed available for use by **SBC-13STATE**, Attaching Party, and other parties entitled to access under applicable law.

19.2 **Pole, Duct, and Conduit Space Assignments.**

19.2.1 After Attaching Party's application for a pole attachment or conduit occupancy permit has been approved by **SBC-13STATE**, the pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed twelve (12) months.

19.2.2 **PACIFIC**: The pole, duct, and conduit space selected and/or approved by **SBC-13STATE** in such application will be assigned to Attaching Party for a pre-occupancy period not to exceed nine (9) months in **PACIFIC** only as detailed by the California Public Utility Commission.

19.2.3 **SBC-13STATE** may assign space to itself by making appropriate entries in the same records used to log assignments to Attaching Party and third parties. If **SBC-13STATE** assigns pole, duct, or conduit space to itself, such assignment will automatically lapse 12 months after the date the assignment has been entered into the appropriate **SBC-13STATE** record if **SBC-13STATE** has not occupied such assigned space within such 12 month period.

19.2.4 **PACIFIC**: Space assignment is 9 months in California.

19.2.5 Notices and applications including assignment requests will be date-and time-stamped on receipt.

20. **ISSUANCE OF OCCUPANCY PERMITS (INCLUDING MAKE-READY WORK)**

20.1 **Response Within 45 Days.** Within 45 days of Attaching Party's submission of a request for access to **SBC-13STATE** Structure, **SBC-13STATE** shall provide a written response to the application. The response shall state whether the request is being granted or denied, and if the request is denied, provide the reasons why the request is being denied.

If denial of access is proposed, **SBC-13STATE** will meet with the Attaching Party and explore in good faith reasonable alternatives to accommodate the proposed attachment. The Attaching Party must request such meeting within ten (10) business days of receipt of a notice of denial. **SBC-13STATE** will schedule the meeting within ten (10) business days of receipt of the Attaching Party's written request for a meeting.

- 20.2 If access is granted the response will further advise Attaching Party in writing of:
 - 20.2.1 what modifications, capacity expansions, or make-ready work, if any, will be required to prepare **SBC-13STATE**'s Structure, and
 - 20.2.2 an estimate of charges for such modifications, capacity expansions, or make-ready work.
- 20.3 Make-ready Work. If it is determined that make ready work will be necessary to accommodate Attaching Party's facilities, Attaching Party shall have 45 days (the "acceptance period") to either
 - 20.3.1 submit payment for the estimate authorizing **SBC-13STATE** or its contractor to complete the make-ready work; or
 - 20.3.2 advise **SBC-13STATE** of its willingness to perform the proposed make-ready work itself if permissible in the application area.
- 20.4 Make-ready work performed by Attaching Party, or by an authorized contractor selected by Attaching Party, shall be performed in accordance with **SBC-13STATE**'s specifications and in accordance with the same standards and practices which would be followed if such work were being performed by **SBC-13STATE** or **SBC-13STATE**'s contractors. Neither Attaching Party nor authorized contractors selected by Attaching Party shall conduct such work in any manner which degrades the integrity of **SBC-13STATE**'s Structures or interferes with any existing use of **SBC-13STATE**'s facilities or the facilities of any Other User.
- 20.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Attaching Party shall make arrangements with the Other Users with facilities attached to **SBC-13STATE**'s poles or occupying space in **SBC-13STATE**'s conduit system regarding reimbursement for any expenses incurred by the Other Users in transferring or rearranging the Other Users' facilities to accommodate the attachment or placement of Attaching Party's facilities to or in **SBC-13STATE**'s poles, ducts, conduits and rights of ways.

- 20.6 Reimbursement for the Creation or Use of Additional Capacity. If any additional capacity is created as a result of make-ready work performed to accommodate Attaching Party's facilities, Attaching Party shall not have a preferential right to utilize such additional capacity in the future and shall not be entitled to any fees subsequently paid to SBC-13STATE for the use of such additional capacity. If SBC-13STATE utilizes additional space or capacity created at Attaching Party's expense, SBC-13STATE will reimburse Attaching Party on a pro-rata basis for SBC-13STATE's share, if any, of Attaching Party's capacity expansion costs, to the extent reimbursement is required by applicable rules, regulations, and commission orders. SBC-13STATE will notify the Attaching Party if any entity, including SBC-13STATE, attaches facilities to additional capacity on SBC-13STATE's Structure created at the Attaching Party's expense. SBC-13STATE shall not be required to collect or remit any such amounts to Attaching Party, to resolve or adjudicate disputes over reimbursement between Attaching Party and Other Users.
- 20.7 If Attaching Party utilizes space or capacity on any SBC-13STATE Structure created at SBC-13STATE's expense after February of 1996, the Attaching Party will reimburse Attaching Party on a pro-rata basis for the Attaching Party's share, if any, of SBC-13STATE's capacity creation costs.
- 20.8 Occupancy Permit and Attachment. After all required make-ready work is completed, SBC-13STATE will issue an occupancy permit confirming that Attaching Party may attach specified facilities to SBC-13STATE's Structure.
- 20.9 The Attaching Party must occupy the assigned space within a period not to exceed twelve (12) months from the issuance of the occupancy permit. If the Attaching Party does not occupy the assigned space within the twelve (12) month period, the Occupancy Permit will lapse and the space will be considered available for use by SBC-13STATE or Other User.
- *PACIFIC only: Space assignment shall not exceed nine (9) months in California.
- 20.10 The Attaching Party's obligation to pay semiannual pole attachment or conduit occupancy fees will commence on the date the Occupancy Permit is provided by SBC-13STATE to the Attaching Party.

21. CONSTRUCTION OF ATTACHING PARTY'S FACILITIES

- 21.1 Responsibility for Attaching and Placing Facilities. The Attaching Party shall be responsible for the actual attachment of its facilities to **SBC-13STATE**'s poles and the placement of such facilities in **SBC-13STATE**'s ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities.
- 21.2 Construction Schedule. After the issuance of an occupancy permit, Attaching Party shall provide **SBC-13STATE** with a construction schedule and thereafter keep **SBC-13STATE** informed of anticipated changes in the construction schedule.

22. USE AND ROUTINE MAINTENANCE OF ATTACHING PARTY'S FACILITIES

- 22.1 Routine Maintenance of Attaching Party's Facilities. Each occupancy permit subject to this Agreement authorizes Attaching Party to engage in routine maintenance of facilities located on or within **SBC-13STATE**'s poles, ducts, and conduits. Routine maintenance does not include the replacement or modification of Attaching Party's facilities in any manner which results in Attaching Party's facilities differing substantially in size, weight, or physical characteristics from the facilities described in Attaching Party's occupancy permit.
- 22.2 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by **SBC-13STATE**. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify **SBC-13STATE** of such use and must either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

23. MODIFICATION OF ATTACHING PARTY'S FACILITIES

- 23.1 Notification of Planned Modifications. Attaching Party shall notify SBC-13STATE in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities already attached to a SBC-13STATE Structure. The notice shall contain sufficient information to enable SBC-13STATE to determine whether the proposed addition, relocation, replacement, or modification is within the scope of Attaching Party's present occupancy permit or requires a new or amended occupancy permit.
- 23.2 Replacement of Facilities and Overlashing Additional Cables. Attaching Party may replace existing facilities with new facilities occupying the same SBC-13STATE Structure, and may 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.

24. REQUIRED REARRANGEMENTS OF ATTACHING PARTY'S FACILITIES

- 24.1 Required Rearrangement of Attaching Party's Facilities. Attaching Party agrees that Attaching Party will cooperate with SBC-13STATE and other users in making rearrangements to SBC-13STATE Structure as may be necessary, and that costs incurred by Attaching Party in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then applicable law.
- 24.2 Whenever feasible, SBC-13STATE shall give Attaching Party not less than 30 days prior written notice of the need for Attaching Party to rearrange its facilities pursuant to this section. The notice shall state the date by which such rearrangements are to be completed. Attaching Party shall complete such rearrangements within the time prescribed in the notice. If Attaching Party does not rearrange facilities within noted time, SBC-13STATE will rearrange at Attaching Party's expense.

25. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 25.1 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices enabling such party to make such repairs.
- 25.1.1 Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of

any kind with respect to the other party's facilities or the facilities of joint users.

- 25.1.2 Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any entity with facilities in the conduit section in which the maintenance duct is located; provided, however, that an entity using the maintenance duct for emergency repair activities will notify **SBC-13STATE** within 12 hours of the current business day (or first business day following a non-business day) that such entity is entering the **SBC-13STATE** conduit system and using the maintenance duct for emergency restoral purposes. The notice will include a description of the emergency and non-emergency services involved and an estimate of the completion time. Maintenance ducts will be used to restore the highest priority services, as defined in Section 2.7, first. Existing spare ducts may be used for restoration purposes providing the spare ducts are restored after restoration work is complete. Any spare ducts not returned will be included be assigned to the user of the duct and an occupancy permit issued.
- 25.1.3 The Attaching Party shall either vacate the maintenance duct within 30 days or, with **SBC-13STATE**'s consent, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner-duct, a suitable replacement inner-duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance ducts. Entities not vacating the maintenance duct must provide an immediate maintenance duct at the entity's cost.
- 25.2 **Designation of Emergency Repair Coordinators and Other Information.** For each **SBC-13STATE** construction district, Attaching Party shall provide **SBC-13STATE** with the emergency contact number of Attaching Party's designated point of contact for coordinating the handling of emergency repairs of Attaching Party's facilities and shall thereafter notify **SBC-13STATE** of changes to such information.
- 25.3 **Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations.** When notice and coordination are practicable, **SBC-13STATE**, Attaching Party, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties present in accordance with the following principles.

- 25.3.1 Emergency service restoration work requirements shall take precedence over other work operations.
 - 25.3.2 Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, national security and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities, shall base their decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.
 - 25.3.3 **SBC-13STATE** shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties present are unable to reach prompt agreement; provided, however, that these decisions shall be made by **SBC-13STATE** on a nondiscriminatory basis in accordance with the principles set forth in this section.
- 25.4 Emergency Pole Replacements.
- 25.4.1 When emergency pole replacements are required, **SBC-13STATE** shall promptly make a good faith effort to contact Attaching Party to notify Attaching Party of the emergency and to determine whether Attaching Party will respond to the emergency in a timely manner.
 - 25.4.2 If notified by **SBC-13STATE** that an emergency exists which will require the replacement of a pole, Attaching Party shall transfer its facilities immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to an **SBC-13STATE** replacement pole, the transfer shall be in accordance with **SBC-13STATE**'s placement instructions.
 - 25.4.3 If Attaching Party is unable to respond to the emergency situation immediately, Attaching Party shall so advise **SBC-13STATE** and thereby authorize **SBC-13STATE** (or any Other User sharing the pole with **SBC-13STATE**) to perform such emergency-

necessitated transfers (and associated facilities rearrangements) on Attaching Party's behalf.

25.5 **Expenses Associated with Emergency Repairs.** Each party shall bear all reasonable expenses arising out of or in connection with emergency repairs of its own facilities and transfers or rearrangements of such facilities associated with emergency pole replacements made in accordance with the provisions of this article.

25.5.1 Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.

25.5.2 Attaching Party shall reimburse **SBC-13STATE** for the costs incurred by **SBC-13STATE** for work performed by **SBC-13STATE** on Attaching Party's behalf in accordance with the provisions of this article.

26. INSPECTION BY SBC OF ATTACHING PARTY'S FACILITIES

26.1 **Post-Construction Inspections.** **SBC-13STATE** will, at the Attaching Party's expense, conduct a post-construction inspection of the Attaching Party's attachment of facilities to **SBC-13STATE**'s Structures for the purpose of determining the conformance of the attachments to the occupancy permit. **SBC-13STATE** will provide the Attaching Party advance written notice of proposed date and time of the post-construction inspection. The Attaching Party may accompany **SBC-13STATE** on the post-construction inspection.

26.2 **Right to Make Periodic or Spot Inspections.** **SBC-13STATE** shall have the right, but not the obligation, to make periodic or spot inspections of all facilities attached to **SBC-13STATE**'s Structure. These inspections will not be made more often than once every 2 years unless in **SBC-13STATE**'s judgement such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement.

26.3 If Attaching Party's facilities are in compliance with this Appendix, there will be no charges incurred by the Attaching Party for the periodic or spot inspection. If Attaching Party's facilities are not in compliance with this Appendix, **SBC-13STATE** may charge Attaching Party for the inspection. The costs of Periodic Inspections will be paid by those Attaching Parties with 2% or greater of their attachments in violation. The amount paid by

the Attaching Party shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.

- 26.4 If the inspection reflects that Attaching Party's facilities are not in compliance with the terms of this Appendix, Attaching Party shall bring its facilities into compliance within 30 days after being notified of such noncompliance. If any make ready or modification work to **SBC-13STATE**'s Structures is required to bring Attaching Party's facilities into compliance, the Attaching Party shall provide notice to **SBC-13STATE** and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.

27. TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS

- 27.1 Facilities to Be Marked. Attaching Party shall tag or otherwise mark all of Attaching Party's facilities placed on or in **SBC-13STATE**'s Structure in a manner sufficient to identify the facilities as those belonging to the Attaching Party.
- 27.2 Removal of Untagged Facilities. **SBC-13STATE** may, without notice to any person or entity, remove from **SBC-13STATE**'s poles or any part of **SBC-13STATE**'s conduit system the Attaching Party's facilities, if **SBC-13STATE** determines that such facilities are not the subject of a current occupancy permit and are not otherwise lawfully present on **SBC-13STATE**'s poles or in **SBC-13STATE**'s conduit system.
- 27.3 Notice to Attaching Party. If any of Attaching Party's facilities for which no occupancy permit is presently in effect are found attached to **SBC-13STATE**'s poles or anchors or within any part of **SBC-13STATE**'s conduit system, **SBC-13STATE**, without prejudice to other rights or remedies available to **SBC-13STATE** under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Agreement, shall send a written notice to Attaching Party advising Attaching Party that no occupancy permit is presently in effect with respect to the facilities and that Attaching Party must, within 30 days, respond to the notice as provided in Section 27.6 of this Appendix.
- 27.4 Attaching Party's Response. Within 60 days after receiving a notice under Section 27.5 of this Appendix, Attaching Party shall acknowledge receipt of the notice and submit to **SBC-13STATE**, in writing, an application for a new or amended occupancy permit with respect to such facilities.

- 27.5 Approval of Request and Retroactive Charges. If SBC-13STATE approves Attaching Party's application for a new or amended occupancy permit, Attaching Party shall be liable to SBC-13STATE for all fees and charges associated with the unauthorized attachments as specified in Section 27.10 of this Appendix. The issuance of a new or amended occupancy permit as provided by this article shall not operate retroactively or constitute a waiver by SBC-13STATE of any of its rights or privileges under this Appendix or otherwise.
- 27.6 Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from SBC-13STATE's poles, conduit system or rights of way or until a new or amended occupancy permit is issued and shall include, but not be limited to, all fees and charges which would have been due and payable if Attaching Party and its predecessors had continuously complied with all applicable SBC-13STATE licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. In addition, the Attaching Party shall be liable for an unauthorized attachment fee in the amount of 5 times the annual attachment and occupancy fees in effect on the date Attaching Party is notified by SBC-13STATE of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, Attaching Party shall rearrange or remove its unauthorized facilities at SBC-13STATE's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to SBC-13STATE or another Other User, and shall pay SBC-13STATE for all costs incurred by SBC-13STATE in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of Attaching Party's unauthorized facilities.
- 27.7 Removal of Unauthorized Attachments. If Attaching Party does not obtain a new or amended occupancy permit with respect to unauthorized facilities within the specified period of time, SBC-13STATE shall by written notice advise Attaching Party to remove its unauthorized facilities not less than 60 days from the date of notice and Attaching Party shall remove the facilities within the time specified in the notice. If the facilities have not been removed within the time specified in the notice, SBC-13STATE may, at SBC-13STATE's option, remove Attaching Party's facilities at Attaching Party's expense.
- 27.8 No Ratification of Unpermitted Attachments or Unauthorized Use of SBC-13STATE's Facilities. No act or failure to act by SBC-13STATE with regard to any unauthorized attachment or occupancy or unauthorized use of SBC-13STATE's Structure shall be deemed to constitute a ratification

by **SBC-13STATE** of the unauthorized attachment or occupancy or use, nor shall the payment by Attaching Party of fees and charges for unauthorized pole attachments or conduit occupancy exonerate Attaching Party from liability for any trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

28. REMOVAL OF ATTACHING PARTY'S FACILITIES

- 28.1 When Applicant no longer intends to occupy space on a **SBC-13STATE** pole or in a **SBC-13STATE** duct or conduit, Applicant will provide written notification to **SBC-13STATE** that it wishes to terminate the occupancy permit with respect to such space and will remove its facilities from the space described in the notice. Upon removal of Applicant's facilities, the occupancy permit shall terminate and the space shall be available for reassignment.
- 28.1.1 Attaching Party shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from **SBC-13STATE**'s Structure.
- 28.1.2 Except as otherwise agreed upon in writing by the parties, Applicant must, after removing its facilities, plug all previously occupied ducts at the entrances to **SBC-13STATE**'s manholes.
- 28.1.3 Applicant shall be solely responsible for the removal of its own facilities from **SBC-13STATE**'s Structure.
- 28.2 At **SBC-13STATE**'s request, Attaching Party shall remove from **SBC-13STATE**'s Structure any of Attaching Party's facilities which are no longer in active use. Upon request, the Attaching Party will provide proof satisfactory to **SBC-13STATE** that an Attaching Party's facility is in active service. Attaching Party shall not abandon any of its facilities by leaving such facilities on or in **SBC-13STATE**'s Structure.
- 28.3 Removal Following Termination of Occupancy permit. Attaching Party shall remove its facilities from **SBC-13STATE**'s poles, ducts, conduits, or rights-of-way within 60 days after termination of the occupancy permit.
- 28.4 Removal Following Replacement of Facilities. Attaching Party shall remove facilities no longer in service from **SBC-13STATE**'s Structures within 60 days after the date Attaching Party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit.

- 28.5 Removal to Avoid Forfeiture. If the presence of Attaching Party's facilities on or in **SBC-13STATE**'s Structure would cause a forfeiture of the rights of **SBC-13STATE** to occupy the property where such Structure is located, **SBC-13STATE** will promptly notify Attaching Party in writing and Attaching Party shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. **SBC-13STATE** will give Attaching Party not less than 60 days from the date of notice to remove Attaching Party's facilities unless prior removal is required to prevent the forfeiture of **SBC-13STATE**'s rights. At Attaching Party's request, the parties will engage in good faith negotiations with each other, with Other Users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of Attaching Party's facilities.
- 28.6 Removal of Facilities by **SBC-13STATE**; Notice of Intent to Remove. If Attaching Party fails to remove its facilities from **SBC-13STATE**'s Structure in accordance with the provisions of Sections 28.1-28.6 of this Appendix, **SBC-13STATE** may remove such facilities and store them at Attaching Party's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to Attaching Party for any injury, loss, or damage resulting from such actions. **SBC-13STATE** shall give Attaching Party not less than 60 days prior written notice of its intent to remove Attaching Party's facilities pursuant to this section.
- 28.7 Removal of Facilities by **SBC-13STATE**. If **SBC-13STATE** removes any of Attaching Party's facilities pursuant to this article, Attaching Party shall reimburse **SBC-13STATE** for **SBC-13STATE**'s costs in connection with the removal, storage, delivery, or other disposition of the removed facilities.

29. RATES, FEES, CHARGES, AND BILLING

- 29.1 Rates, Charges and Fees Subject to Applicable Laws, Regulations, Rules, and Commission Orders. All rates, charges and fees outlined in this Appendix will be set forth in APPENDIX PRICING as part of the Interconnection Agreement. All rates, charges and fees shall be subject to all applicable federal and state laws, rules, regulations, and commission orders.
- 29.2 Changes to Rates, Charges and Fees. Subject to applicable federal and state laws, rules, regulations and orders, **SBC-13STATE** shall have the right to change the rates, charges and fees outlined in this Appendix. **SBC-13STATE** will provide the Attaching Party 60 days written notice,

advising the Attaching Party of the specific changes being made and the effective date of the change. If the changes outlined in the notice are not acceptable to the Attaching Party, Attaching Party may either (1) seek renegotiation of this Appendix, (2) terminate this Appendix, or (3) seek relief through the dispute resolution process in the General Terms and Conditions of this Agreement.

30. PERFORMANCE AND PAYMENT BONDS

30.1 Bond May Be Required. **SBC-13STATE** may require Attaching Party, authorized contractors, and other persons acting on Attaching Party's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Attaching Party's obligations arising out of or in connection with this Appendix.

30.1.1 If a bond or similar form of assurance is required of Attaching Party, an authorized contractor, or other person acting on Attaching Party's behalf, Attaching Party shall promptly submit to **SBC-13STATE** adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing **SBC-13STATE** 60 days written notice.

30.2 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Attaching Party shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with Attaching Party's performance under this Appendix. In the event any lien, claim or demand is made on **SBC-13STATE** by any such employee, contractor, subcontractor, mechanic, materialman, or other person or entity providing such materials or performing such work, **SBC-13STATE** may require, in addition to any security provided under Section 30.1 of this Appendix, that Attaching Party execute payment or performance bonds, or provide such other security, as **SBC-13STATE** may deem reasonable or necessary to protect **SBC-13STATE** from any such lien, claim or demand.

31. NOTICES

31.1 Notices to Attaching Party. All written notices required to be given to a party shall be delivered or mailed to the party's duly authorized agent or attorney, as designated in this section.

31.1.1 Such notice may be delivered to the party's duly authorized agent or attorney in person or by agent or courier receipted delivery.

31.1.2 Such notice may be mailed to the party's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.

31.1.3 Notices to a party shall be sent to the authorized agent or attorney designated below:

If to Attaching Party:

Name: Jenna Brown

Firm: QuantumShift Communications, Inc.

Address: 88 Rowland Way

City/State/Zip: Novato, California 94945

If to SBC:

Name: Contract Administration

Title: Notices Manager

Firm: SBC Communications, Inc.

Address: 311 S. Akard, 9th Floor

City/State/Zip: Dallas, TX 75202-5398

31.2 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

32. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no permit; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire Agreement.

EXHIBIT A**ILLUSTRATIVE CALL FLOWS
(USAGE-SENSITIVE ULS-ST RATE ELEMENTS)**

The following call flows provide examples of application of usage sensitive UNE charges and reciprocal compensation. The call flows below depict the charges between **SBC-AMERITECH** and CLEC A. Charges to or from CLEC B (e.g., reciprocal compensation) to or from **SBC-AMERITECH** or CLEC A are pursuant to the charging arrangement(s) between the originating and terminating carriers.

Local Calls:

1. CLEC A (UNE) ULS-ST port originating and **SBC-AMERITECH** port terminating:

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signalling

ULS-ST Reciprocal Compensation (equal to ULS-T rate)

2. **SBC-AMERITECH** port originating and CLEC A (UNE) ULS-ST port terminating

CLEC A is charged:

ULS – T Usage

SBC-AMERITECH is charged:

ULS-ST Reciprocal Compensation (equal to ULS-T rate)

3. CLEC A (UNE) port originating and CLEC B (UNE) terminating

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

4. CLEC A (UNE) port originating and CLEC A (UNE) port terminating

CLEC A is charged:

ULS – O Usage

Blended Transport Usage

SS7 Signaling

ULS - T Usage

5. CLEC B (UNE) port originating and CLEC A (UNE) port terminating
CLEC A is charged:
ULS – T Usage
6. CLEC (Resale services) Originating and CLEC A (UNE) port terminating
CLEC A is charged:
ULS – T Usage
7. CLEC A (UNE) port originating and CLEC (Resale services) terminating
CLEC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling
ULS-ST Reciprocal Compensation (equal to ULS-T rate)
8. CLEC A (UNE) port originating to CLEC (Facilities Based Network (FBN) terminating
CLEC A is charged:
ULS – O Usage
Blended Transport Usage
SS7 Signaling
9. CLEC (FBN) Originating to CLEC A (UNE) Terminating
CLEC A is charged:
ULS – T Usage

IntraLATA and InterLATA Toll Calls:

10. CLEC A (UNE) port originating to IXC
If call is routed to IXC POP via direct-route (IXC FGD Trunking)—
CLEC A is charged:
ULS – O Usage
SS7 Signaling

If call is routed to IXC POP via **SBC-AMERITECH** Tandem—
CLEC A is charged:

ULS – O Usage
SS7 Signaling

ULS-ST Common Transport Usage

ULS-ST Tandem Usage

11. IXC to CLEC A (UNE) port terminating

If call is routed from IXC POP via direct-route (IXC FGD Trunking)—

CLEC A is charged:

ULS – T Usage

If call is routed from IXC POP via **SBC-AMERITECH** Tandem—

CLEC A is charged:

ULS – T Usage

ULS-ST Common Transport Usage

ULS-ST Tandem Usage

APPENDIX UNE

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APPENDIX UNE (UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

- 1.1 This Appendix UNE sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to unbundled network elements (UNEs) for the provision by CLEC of a Telecommunications Service. ((Act, Section 251(c)(2)(B); 47 CFR § 51.305(a)(2)(vi)). For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which **SBC-13STATE** agrees to provide CLEC with UNEs are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 Other than as expressly set forth in this Agreement, **SBC-13STATE** has no obligation to provide access to any UNE or network element, or to provide terms and conditions associated with any UNE, or to combine UNEs, or to combine a UNE with a network element possessed by CLEC.
- 1.6 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.7 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.9 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.10 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.11 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 1.12 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.13 **NEVADA** -As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.14 **SNET** -As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. TERMS AND CONDITIONS

- 2.1 **SBC-13STATE** and CLEC may agree to connect CLEC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. (Act, Section 251(c)(2)(B); 47 CFR § 51.305(a)(2)(vi)).
- 2.2 **SBC-13STATE** will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR § 51.307(a)):
- 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR § 51.307(a));
 - 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR § 51.307(a));
 - 2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR § 51.307 (c);
 - 2.2.4 In a manner that allows access to the facility or functionality of a requested UNE to be provided separately from access to other elements, and for a separate charge (47 CFR § 51.307(d));
 - 2.2.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to UNEs (47 CFR § 51.307(e));
 - 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR § 51.309(a));
 - 2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR § 51.309(b));
 - 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR § 51.313(b)).
 - 2.2.9 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)).
 - 2.2.10 Except upon request of CLEC, **SBC-13STATE** shall not separate CLEC-requested UNEs that are currently combined. (47 CFR § 51.315(b)) **SBC-13STATE** is not prohibited from or otherwise limited in separating any UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other **SBC-13STATE** offering(s).
- 2.3 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 **SBC-13STATE** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **SBC-13STATE** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).
- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.
- 2.8 **SBC-13STATE** will not connect to or combine UNEs with any non-251(c)(3) or other **SBC-13STATE** offering with the exception of tariffed Collocation services.

2.9 Provisioning/Maintenance of Unbundled Network Elements

- 2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion. **SBC-13STATE** will provide access to UNEs where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, **SBC-13STATE** may agree to provide UNEs, through the Bona Fide Request (BFR) process.
- 2.9.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the UNEs it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.
- 2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such UNE is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's End User's service.
- 2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit **SBC-13STATE** 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.
- 2.9.5 CLEC's use of any **SBC-13STATE** UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** network element, will not materially interfere with or impair service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **SBC-13STATE** may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.
- 2.9.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by CLEC's facility based service using any **SBC-13STATE** provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided UNEs is converted to a different CLEC's service which also uses any **SBC-13STATE** provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by **SBC-13STATE** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 2.9.7 CLEC shall connect equipment and facilities that are compatible with the **SBC-13STATE** network elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 2.9.8 UNEs may not be connected to or combined with **SBC-13STATE** access services or other **SBC-13STATE** tariffed service offerings with the exception of tariffed Collocation services where available. CLEC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **SBC-13STATE**'s network.

2.10 Performance of UNEs

- 2.10.1 Each UNE will be provided in accordance with **SBC-13STATE** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC-13STATE** at its sole discretion.
- 2.10.2 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.
- 2.10.3 **SBC-13STATE** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for UNEs from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension **SBC-13STATE** places on itself for orders from its End Users.
- 2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of **SBC-13STATE**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.11 New Combinations Involving UNEs

- 2.11.1 Subject to the provisions hereof and upon CLEC request, **SBC-13STATE** 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. ____, No. 00-511, 2002 WL 970643 (May 13, 2002) ("*Verizon Comm. Inc.*") and, to the extent not inconsistent therewith, the rules and orders of relevant State Commission and any other Applicable Law.
- 2.11.2 In the event that **SBC-13STATE** denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, **SBC-13STATE** shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, **SBC-13STATE** shall initiate a proceeding before the State commission for the State in which the combination is sought, to prove that such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including Section 2.11.1 of this Appendix.
- 2.11.3 In accordance with and subject to the provisions of this Section 2.11, including Section 2.11.3.2 and 2.11.5, the new UNE combinations set forth in the Schedule(s) – UNE Combinations attached and incorporated into this Appendix UNE shall be made available to CLEC as specified in the specific Schedule for a particular State.
 - 2.11.3.1 A "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A Pre-existing Combination includes all orders within the definition of "Contiguous Interconnection of Network Elements."
 - 2.11.3.1.1 "Contiguous Interconnection of Network Elements" means the situation when CLEC orders all the **SBC-13STATE** UNEs required either
 - (1) to convert to a combinations of UNEs an **SBC-13STATE** End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or CLEC's or another carrier's resale End User customer; or

(2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (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 customer to be served by that Pre-Existing Combination to CLEC’s 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) at the time of the order and when the order is worked by **SBC-13STATE**, the End User customer 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 2.11.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been established to CLEC’s OS/DA platform from the relevant **SBC-13STATE** local switch, including CLEC’s payment of all applicable charges to establish that routing.)

2.11.3.1.2 Reconfigurations under Section 19 of this Appendix UNE shall not be considered a new combination involving UNEs under this Section.

2.11.3.2 The parties acknowledge that the United States Supreme Court in *Verizon Comm. Inc.* relied on the distinction between an incumbent local exchange carrier such as **SBC-13STATE** being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, **SBC-13STATE** is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in the Schedule(s) – UNE Combinations to this Appendix UNE, subject to the following:

2.11.3.2.1 Section 2.11, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, **SBC-13STATE** from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to *Verizon Comm. Inc.*, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by **SBC-13STATE**. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect **SBC-13STATE** from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.

2.11.3.2.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC’s UNE combining obligations, **SBC-13STATE** shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 2.11.3.2.2 shall apply in accordance

with its terms, regardless of the provision found at "GENERAL TERMS AND CONDITIONS," Paragraph 21, "Intervening Law" or any similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 2.11.3.2.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.

- 2.11.3.2.3 Without affecting the application of Section 2.11.3.2.2 (which shall apply in accordance with its provisions), upon notice by **SBC-13STATE**, the parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any **SBC-13STATE** obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.11.3.3 For a new UNE combination listed on a Schedule – UNE Combinations does not imply or otherwise indicate the availability of related support system capabilities, including without limitation, whether electronic ordering is available for any particular included new UNE combination in one or more States. Where electronic ordering is not available, manual ordering shall be used.
- 2.11.3.4 For a new UNE combination listed on a Schedule – UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by **SBC-13STATE**, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 2.11.3.5 Upon notice by **SBC-13STATE**, the parties shall engage in good faith negotiations to amend the Agreement to include a fee(s) for any work performed by **SBC-13STATE** in providing the new UNE combinations set forth in Schedule(s) – UNE Combinations, which work is not covered by the charges applicable per Section 2.11.3.4. For any such work that is required to be done by **SBC13-STATE** under Section 2.11.1, any such fee(s) shall be a reasonable cost-based fee, and shall be calculated using the Time and Material charges as reflected in State-specific pricing. For any such work that is not so required to be done by **SBC13-STATE**, any such fee(s) shall be at a market-based rate. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties concerning any such fee(s) shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
- 2.11.4 In accordance with and subject to the provisions of this Section 2.11, any request not included in Section 2.11.3 in which CLEC wants **SBC-13STATE** to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC (as well as requests where CLEC also wants **SBC-13STATE** to complete the actual combination), shall be made by CLEC in accordance with the bona fide request (BFR) process set forth in this Agreement.
- 2.11.4.1 In any such BFR, CLEC must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any CLEC

elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an **SBC-13STATE** UNE and the network element(s) possessed by CLEC.

- 2.11.4.2 In addition to any other applicable charges, CLEC shall be charged a reasonable cost-based fee for any combining work that is required to be done by **SBC-13STATE** under Section 2.11.1. Such fee shall be calculated using the Time and Material charges as reflected in the State-specific Appendix Pricing. **SBC-13STATE**'s Preliminary Analysis to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests **SBC-13STATE** to perform work not required by Section 2.11.1, CLEC shall be charged a market-based rate for any such work.
- 2.11.5 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 2.11 apply only in situations where each of the following is met:
 - 2.11.5.1 it is technically feasible, including that network reliability and security would not be impaired;
 - 2.11.5.2 **SBC-13STATE**'s ability to retain responsibility for the management, control, and performance of its network would not be impaired;
 - 2.11.5.3 **SBC-13STATE** would not be placed at a disadvantage in operating its own network;
 - 2.11.5.4 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with **SBC-13STATE**'s network; and
 - 2.11.5.5 CLEC is
 - 2.11.5.5.1 unable to make the combination itself; or
 - 2.11.5.5.2 a new entrant and is unaware that it needs to combine certain UNEs to provide a telecommunications service, but such obligation under this Section 2.11.5.5 ceases if **SBC-13STATE** informs CLEC of such need to combine.
- 2.11.6 For purposes of Section 2.11.5.5 and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation:
 - 2.11.6.1 at an **SBC-13STATE** premises where CLEC is physically collocated or has an on-site adjacent collocation arrangement;
 - 2.11.6.2 for **PACIFIC** only, within an Adjacent Location arrangement (as described in Section 4 of this Appendix).
- 2.11.7 Section 2.11.5.5 shall only begin to apply thirty (30) days after notice by **SBC-13STATE** to CLEC. Thereafter, **SBC-13STATE** may invoke Section 2.11.5.5 with respect to any request for a combination involving UNEs.
- 2.11.8 Nothing in this Agreement shall impose any obligation on **SBC-13STATE** to provide UNEs, combinations of UNEs, or combinations of UNE(s) and CLEC's own elements beyond those obligations imposed by the Act, including the rules and orders of the FCC and *Verizon Comm. Inc.* and, to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other Applicable Law. The preceding includes without limitation the following:
 - 2.11.8.1 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 when needed, multiplexing) shall only be provided to CLEC to the extent that the EEL is used to provide a significant amount of local exchange service to a particular End User customer [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)];

- 2.11.8.2 **SBC-13STATE** will not connect to or combine UNEs with any non-251(c)(3) or other **SBC-13STATE** offerings with the exception of tariffed Collocation services;
- 2.11.8.3 **SBC-13STATE** need not provide combinations involving network elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

3. ACCESS TO UNE CONNECTION METHODS

- 3.1 This Section describes the connection methods under which **SBC-13STATE** agrees to provide CLECs with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which **SBC-13STATE** makes these methods available. These methods provide CLEC access to multiple **SBC-13STATE** UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
 - 3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine UNE loops, switch ports, and dedicated transport within a requested **SBC-13STATE** Central Office.
 - 3.1.1.1 (Method 1)

SBC-13STATE will extend **SBC-13STATE** UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.
 - 3.1.1.2 (Method 2)

SBC-13STATE will extend **SBC-13STATE** UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.
 - 3.1.1.3 (Method 3)

SBC-13STATE will extend **SBC-13STATE** UNEs to the CLEC's UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to be combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property.
- 3.2 The following terms and conditions apply to all methods when **SBC-13STATE** provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:
 - 3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, **SBC-13STATE** will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
 - 3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of **SBC-13STATE** Central Office space and equipment.
 - 3.2.3 The CLEC may cancel the request at any time, but will pay **SBC-13STATE**'s reasonable and demonstrable costs for modifying **SBC-13STATE**'s Central Office up to the date of cancellation.
 - 3.2.4 CLECs may elect to access **SBC-13STATE**'s UNEs through Physical Collocation arrangements.

- 3.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 3.2.6 CLEC shall refer trouble sectionalized in the **SBC-13STATE** UNE to **SBC-13STATE**.
- 3.2.7 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.
- 3.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs when CLEC combines or disconnects UNEs.
- 3.2.9 All tools, procedures, and equipment used by CLEC to connect to **SBC-13STATE**'s network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
- 3.2.10 CLEC shall be responsible for CLEC's personnel observing **SBC-13STATE**'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **SBC-13STATE** for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on **SBC-13STATE**'s premises, CLEC shall immediately comply with such request. Such person shall leave **SBC-13STATE**'s premises promptly, and CLEC shall not furnish such person again to perform work on **SBC-13STATE**'s premises without **SBC-13STATE**'s consent.
- 3.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to **SBC-13STATE** premises and/or facilities. **SBC-13STATE** identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to **SBC-13STATE** premises will be granted only to CLEC employees with such identification.
- 3.2.12 CLEC shall designate each UNE being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.13 **SBC-13STATE** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.
- 3.2.14 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in **SBC-13STATE** equipment areas.
- 3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
 - 3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** UNEs will be made on an individual case basis (ICB).
 - 3.2.15.2 **SBC-13STATE** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **SBC-13STATE** will ensure that the first CLEC obtaining Access to UNEs in an **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security.
 - 3.2.15.3 **SBC-13STATE** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the building.

4. ADJACENT LOCATION

- 4.1* This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which **PACIFIC** offers the Adjacent Location Method.
- 4.2* The Adjacent Location Method allows a CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a **PACIFIC** Central Office as identified by **PACIFIC**. Under this method **PACIFIC** UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.
- 4.3* This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the **PACIFIC** Central Office. The CLEC shall provide enough slack for **PACIFIC** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).
- 4.4* The CLEC will obtain all necessary rights of way, easements, and other third party permissions.
- 4.5* The following terms and conditions apply when **PACIFIC** provides the adjacent location:
- 4.5.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.
- 4.6* The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.
- 4.7* The CLEC will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where CLEC requests connection.
- 4.8* The CLEC will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.
- 4.9* ¹The CLEC should refer any sectionalized trouble determined to be in **PACIFIC**'s facilities to **PACIFIC**.
- 4.10* The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to **PACIFIC** (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct lease agreement. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.
- 4.11* In order for **PACIFIC** to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. **PACIFIC** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.
- 4.12* The CLEC will retain all assignment control. **PACIFIC** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **PACIFIC** frame.
- 4.13* The CLEC will pay Time and Materials charges when **PACIFIC** dispatches personnel and failure is in the CLEC's facility.
- 4.14* **PACIFIC** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. **PACIFIC** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.

¹ * Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1

4.15* Prior to **PACIFIC** providing the Adjacent Location Method in this Appendix, the CLEC and **PACIFIC** shall provide each other with a single point of contact for overall coordination.

4.16* The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

5. BONA FIDE REQUEST

5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the **SBC-SWBT, SBC-AMERITECH** and **NEVADA** Territory. The Bona Fide Request process described in Item II of this Section 5 shall apply to each Bona Fide Request submitted in the **SNET** Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the **PACIFIC** Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 5 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day means Monday through Friday, excluding Holidays observed by **SBC-13STATE**."

5.2 Item I

SBC-SWBT, SBC-AMERITECH, NEVADA **Bona Fide Request Process**

5.2.1 A Bona Fide Request ("BFR") is the process by which CLEC may request **SBC-SWBT, SBC-AMERITECH, NEVADA** to (i) provide CLEC access to an additional or new, undefined UNE, that is required to be provided by **SBC-SWBT, SBC-AMERITECH, NEVADA** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request, or (ii) perform combining pursuant to Section 2.11.4 (each of (i) and (ii) referred to as a "Request").

5.2.2 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.

5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested UNE or combination, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

5.2.4 CLEC is responsible for all costs incurred by **SBC-SWBT, SBC-AMERITECH, NEVADA** to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred to complete the Preliminary Analysis of the BFR:

5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover **SBC-SWBT, SBC-AMERITECH, NEVADA**'s preliminary evaluation costs, in which case **SBC-SWBT, SBC-AMERITECH, NEVADA** may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or

5.2.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by **SBC-SWBT, SBC-AMERITECH, NEVADA** to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).

5.2.5 If CLEC submits a \$ 2,000 deposit with its BFR, and **SBC-SWBT, SBC-AMERITECH, NEVADA** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **SBC-SWBT, SBC-AMERITECH, NEVADA** will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.

- 5.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **SBC-SWBT, SBC-AMERITECH, NEVADA** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC-SWBT, SBC-AMERITECH, NEVADA** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 5.2.7 **SBC-SWBT, SBC-AMERITECH, NEVADA** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-SWBT, SBC-AMERITECH, NEVADA** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once **SBC-SWBT, SBC-AMERITECH, NEVADA** has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC-SWBT, SBC-AMERITECH, NEVADA** will provide to CLEC a preliminary analysis of such Request (the “**Preliminary Analysis**”). The Preliminary Analysis will (i) indicate that **SBC-SWBT, SBC-AMERITECH, NEVADA** will offer the Request to CLEC or (ii) advise CLEC that **SBC-SWBT, SBC-AMERITECH, NEVADA** will not offer the Request. If **SBC-SWBT, SBC-AMERITECH, NEVADA** indicates it will not offer the Request, **SBC-SWBT, SBC-AMERITECH, NEVADA** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by **SBC-SWBT, SBC-AMERITECH, NEVADA** under the Act and/or, iii) that the BFR is not the correct process for the request.
- 5.2.9 If the Preliminary Analysis indicates that **SBC-SWBT, SBC-AMERITECH, NEVADA** will offer the Request, CLEC may, at its discretion, provide written authorization for **SBC-SWBT, SBC-AMERITECH, NEVADA** to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC’s written authorization to develop the BFR Quote must be received by **SBC-SWBT, SBC-AMERITECH, NEVADA** within thirty (30) calendar days of CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to **SBC-SWBT, SBC-AMERITECH, NEVADA** all demonstrable costs as set forth above. Any request by CLEC for **SBC-SWBT, SBC-AMERITECH, NEVADA** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC-SWBT, SBC-AMERITECH, NEVADA** shall provide to CLEC a BFR Quote.
- 5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the GTC. If **SBC-SWBT, SBC-AMERITECH, NEVADA** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

- 5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this agreement.

5.3* Item II

SNET Bona Fide Request Process

- 5.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **SNET**, with the following exceptions:
- 5.3.2 Section 5.2.1 is amended to add the following: A CLEC may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:
 - 5.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.
 - 5.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.
 - 5.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.
 - 5.3.2.4 If the request is covered by one of the conditions listed above, **SNET** will make these items generally available.
- 5.3.3 Section 5.2.4 and 5.2.5 are amended as follows: No charges apply for **SNET** to prepare the Preliminary Analysis.
- 5.3.4 Section 5.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SNET** after **SNET** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SNET** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SNET** receives the written notice of cancellation from CLEC. However, if **SNET** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SNET** or the estimate in the BFR Quote plus twenty percent (20%).
- 5.3.5 Section 5.2.7 is amended as follows: **SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SNET** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once **SNET** has received a complete and accurate BFR Application Form.
- 5.3.6 **SNET** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

* Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 5.3.7 For **SNET**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute.

5.4* **Item III**

Pacific Bona Fide Request Process

- 5.4.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **PACIFIC**, with the following exceptions:
- 5.4.2 Section 5.2.1 is amended as follows: A Bona Fide Request ("**BFR**") is the process by which CLEC may request **PACIFIC** to provide CLEC access to an additional or new, undefined UNE, or a combination of UNEs,
- 5.4.3 Interconnection arrangement, or other (a "Request"), that is required to be provided by **PACIFIC** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.
- 5.4.4 Section 5.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.
- 5.4.5 Section 5.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **PACIFIC** will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **PACIFIC** will offer the request. The Preliminary Analysis provided by **PACIFIC** will include cost categories (material, labor and other) and high level costs for the request. **PACIFIC** will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier "yes" response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).
- 5.4.6 If the BFR is denied, **PACIFIC** will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.
- 5.4.7 If **PACIFIC** refers CLEC to an alternate process details the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.
- 5.5 Bona Fide Request Ordinarily Combined Unbundled Network Elements (BFR-OC UNEs)
- 5.5.1 In **AM-IL and AM-MI**, CLEC may avail itself of the terms and conditions set forth in the respective state tariff on file with the respective state regulatory agency addressing the BFR-OC process.

* Section 5.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) UNE is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. 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 User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).
- 6.2 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s NID, or at any other technically feasible point.
- 6.3 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on Time and Material charges. **SBC-12STATE**, at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the NID, at charges reflected in the state specific Appendix Pricing.
- 6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s NID where necessary.
- 6.5 The **SBC-12STATE** NIDs that CLEC uses under this Appendix will be existing NIDs installed by **SBC-12STATE** to serve its End Users.
- 6.6 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7. LOCAL LOOP

- 7.1 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **SBC-13STATE**. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop UNE includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in **SBC-13STATE** wire centers. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.
- 7.2 The following types of local loop UNEs will be provided at the rates, terms, and conditions set out in this Appendix (**SBC-12STATE**) or by tariff (**SNET**) and in the state specific Appendix Pricing (**SBC-12STATE**) or by tariff (**SNET**):
- 7.2.1 2-Wire Analog Loop
- 7.2.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

- 7.2.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, **SBC-12STATE** will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

- 7.2.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

- 7.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

7.2.4 4-Wire Digital Loop

- 7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DS3 Digital Loop

- 7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

7.2.6 OC3 Loop

- 7.2.6.1 The OC3 155.520 Mbps loop provides an optical transmission facility from the **SBC-SWBT** and/or **PACIFIC** central office to the end user premises. OC3 concatenated service is also available.

7.2.7 OC12 Loop

- 7.2.7.1 The OC12 622.080 Mbps loop provides an optical transmission facility from the **SBC-SWBT** and/or **PACIFIC** central office to the end user premise. OC12 concatenated service is also available.

7.2.8 OC48 Loop

- 7.2.8.1 The OC48 2488.320 Mbps loop provides an optical transmission facility from the **SBC-SWBT** and/or **PACIFIC** central office to the end user premise. OC48 concatenated service is also available.

- 7.3 Unbundled DS1, DS3, and/or optical loops may not be employed 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 **SBC-13STATE**'s processes implementing the Supplemental Order.

8. SUB-LOOP ELEMENTS

- 8.1 **SBC-12STATE** will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this Agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.
- 8.1.1 A sub-loop unbundled network element is defined as any portion of the loop from **SBC-12STATE's** central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in **SBC-12STATE'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 closure to reach the wire within.
- 8.2 Definitions pertaining to the Sub-Loop:
- 8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.
- 8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network. "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.
- 8.2.5 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.
- 8.2.6 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.
- 8.2.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.
- 8.2.8 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.
- 8.2.9 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located at an end user's premise.
- 8.2.10 "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 ILECs and CLECs to interconnect to wiring owned or controlled by the property owner of their agent. When there is multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow ILECs and CLECs to interconnect to wiring that is part of the regulated network and is owned and controlled by the ILEC.
- 8.2.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 8.2.12 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).
- 8.3 **SBC-12STATE** will offer the following subloop types:
- 8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

- 8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.
- 8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.
- 8.3.5 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.
- 8.3.6 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.
- 8.3.7 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 end user capacity up to 144 Kbps.
- 8.4 Left Blank Intentionally.
- 8.5 Subloops are provided “as is” unless CLEC 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.
- 8.6 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.
- 8.7 Twisted-pair Copper Subloops:
- 8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:
- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
 - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet,
 - the Main Distributing Frame (MDF),
 - the Terminal (underground or aerial).
- 8.8 CLEC may request access to the following twisted-pair copper subloop segments:
- | <u>FROM:</u> | <u>TO:</u> |
|-------------------------------|---------------------------|
| 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.
- 8.9 High Capacity Subloops:
- 8.9.1 Access to terminals for high capacity subloops is defined to include:
 - any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
 - the Remote Terminal (RT), only when cross-connect access is available at that RT
 - the Terminal (underground or aerial).
 - 8.9.2 CLEC 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).
- 8.10 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.
- 8.11 Provisioning:
- 8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).
 - 8.11.2 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.
- 8.12 Maintenance:
- 8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **SBC-12STATE** switch/testing equipment will be lost.
 - 8.12.2 CLEC shall isolate trouble to the **SBC-12STATE** Subloop portion of the CLEC's service before reporting trouble to **SBC-12STATE**.
 - 8.12.3 **SBC-12STATE** shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches **SBC-12STATE** on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.
 - 8.12.4 Once all subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, the CLEC may place a LSR for subloops at this location. Prices at which **SBC-12STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.
 - 8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, **SBC-13 STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should the CLEC cabling require replacement, **SBC-13STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.
- 8.13 Subloop Access Arrangements:

- 8.13.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** subloop network.
- 8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.
- 8.13.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a Time and Materials basis. When CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.
- 8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.
- 8.13.5 Subloop inquiries do not serve to reserve subloop(s).
- 8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 8.13.7 CLEC will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.
- 8.13.9 Except as set forth below in this Section 8.13.9, construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to **SBC-12STATE** written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 8.13.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **SBC-12STATE** will proceed with construction of the SAA upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 8.13.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a **SBC-12STATE** technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.
- 8.13.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than the CLEC expects to use.

- 8.13.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 8.13.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.
- 8.13.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.
- 8.14 Subloop Access Arrangement (SAA) Access Points:
- 8.14.1 SAI/FDI or Terminal
- 8.14.1.1 CLEC cable to be terminated in a **SBC-12STATE** SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.
- 8.14.1.2 The CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available binding posts in the SAI/FDI or Terminal.
- 8.14.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and **SBC-12STATE** will stub out a cable from the SAI/FDI or Terminal, which **SBC-12STATE** will splice to the CLEC cable at the meet point.
- 8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion **purposes** planned within the 12-month period beginning on the date of the inquiry LSR.
- 8.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the SAI/FDI by the method of its **choice**, for which the CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing the CLEC to terminate its cable at the SAI/FDI.
- 8.14.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, **SBC-13STATE** may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to accommodate the CLEC facilities for which the CLEC will be charged.
- 8.15 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:
- 8.15.1 **SBC-12STATE** shall notify CLEC of pending relocation as soon as **SBC-12STATE** receives such notice.
- 8.15.2 CLEC shall notify **SBC-12STATE** of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.
- 8.15.3 **SBC-12STATE** shall then provide the CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with the CLEC and **SBC-12STATE** engineer.
- 8.15.4 CLEC shall notify **SBC-12STATE** of acceptance or rejection of the new SCA within 10 business days of its receipt of **SBC-12STATE**'s estimate.
- 8.15.5 Upon acceptance of the **SBC-12STATE** estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify **SBC-12STATE** of their acceptance of estimate costs.

- 8.15.6 Should CLEC decide not to continue the SAA, CLEC will notify **SBC-12STATE** as to the date that **SBC-12STATE** may remove CLEC's facilities from that SAA. CLEC will pay **SBC-12STATE** for all costs associated with the removal of the CLEC's SAA.
- 8.15.7 In the event that CLEC does not respond to **SBC-12STATE** in time to have their facilities relocated, **SBC-12STATE** shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.
- 8.16 RT (for DS3 Subloop):
- 8.16.1 The CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on a fiber/coax interconnection block to be constructed in the RT.
- 8.16.2 The CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and **SBC-12STATE** will stub out a cable from the RT, which **SBC-12STATE** will splice to the CLEC cable at the meet point.

9. **ENGINEERING CONTROLLED SPLICE (ECS)**

- 9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, **SBC-13STATE** will also make available an Engineering Controlled Splice (ECS), which will be owned by **SBC-13STATE**, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.
- 9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
- 9.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a Time and Materials basis, provided that **SBC-13STATE** will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If **SBC-13STATE** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.
- 9.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if **SBC-13STATE** places more pairs at the splice.
- 9.2.3 **SBC-13STATE** will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although **SBC-13STATE** will construct the engineering controlled splice, the ECS maybe owned by **SBC-13STATE** or the CLEC (depending on the specific arrangement) at the option of **SBC-13STATE**.
- 9.2.4 If more than one requesting telecommunications carrier obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
- 9.2.5 **SBC-13STATE** may require a separate SCA for each remote terminal site.
- 9.2.6 Except as set forth below in this Section 9.2.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop is to be provisioned by **SBC-13STATE**. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis. **SBC-12STATE** will not begin any construction of the ECS until the CLEC has provided proof that it has

obtained the necessary rights of way as defined in Section 9.3. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **SBC-13STATE** will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

- 9.3 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

9.3.1 Dedicated Facility Option (DFO)

- 9.3.1.1 CLEC may request **SBC-13STATE** splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent subloop orders.
- 9.3.1.2 CLEC must designate the quantity of subloops they desire 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.
- 9.3.1.3 CLECs will compensate **SBC-13STATE** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to the CLEC between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

- 9.3.2.1 CLEC may request **SBC-13STATE** build an ECS cross-connect junction on which to terminate CLEC's SAA facility.
- 9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-13STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-13STATE** cabling.
- 9.3.2.3 CLEC 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.
- 9.3.2.4 CLECs will compensate **SBC-13STATE** for the charges incurred by **SBC-13STATE** derived from the CLEC's request for the SCA.

10. PACKET SWITCHING

- 10.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

- 10.1.1 **SBC-13STATE** 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);
- 10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
- 10.1.3 **SBC-13STATE** 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 CFR §51.319(b); and

10.1.4 **SBC-13STATE** has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

11.1 The Unbundled Local Switching (ULS) capability, 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:

11.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

11.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and

11.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

11.1.3.1 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 ILEC customers, such as a telephone number, white page listing, and dial tone;

11.1.3.2 access to OS/DA and 9-1-1; and

11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.

11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

11.2.1 Unbundled Local Switching uses routing instructions resident in the **SBC-12STATE** switch to direct all CLEC traffic.

11.2.2 Vertical features, CLASS features, and other features resident in the **SBC-12STATE** switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for **SBC-12STATE** and Section 18 of the Connecticut Service Tariff for **SNET**.

11.2.3 **SBC-12STATE** will allow CLEC 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 CLEC purchases ULS in **SBC-12STATE**, CLEC will be required to designate the features and functions that are to be activated on each ULS port.

11.2.4 ULS as provided by **SBC-12STATE** includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.5 **SBC-12STATE** will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. CLEC agrees to respond to **SBC-12STATE's** notifications regarding network congestion.

11.2.6 **SBC-12STATE** will perform testing through ULS for CLECs in the same manner and frequency that it performs for its own customers for an equivalent service.

11.2.7 **SBC-12STATE** will repair and restore any **SBC-12STATE** equipment that may adversely impact ULS.

11.2.8 **SBC-12STATE** will provide usage detail for each ULS port via on a daily basis. Refer to state specific Appendix pricing.

11.2.9 **SBC-12STATE** will provide CLEC the functionality of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that **SBC-12STATE** provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.

11.2.10 At **SBC-13STATE**'s discretion and upon not less than ninety (90) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing ULS or to provide ULS at market prices to CLECs serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

- a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices 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 **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to the CLEC in 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. **SBC-13STATE** may only exercise its rights to discontinue or market-price ULS under this Section for CLEC End Users involving four or more lines.

11.2.10.1 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.

11.2.10.2 Nothing in this Section shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

11.3 Customized Routing

11.3.1 Subject to switch limitations, Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction. CLEC will pay the customized routing charges reflected in Appendix Pricing.

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to ULS on a per minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

11.5 Switch Ports

11.5.1 In **SBC-12STATE**, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

11.5.1.1 Line Switch Ports – SBC-12STATE

11.5.1.1.1 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.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system

establishment charge is applicable to translate the common block and system features in the switch.

11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

11.5.1.1.4 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 kbps "D" (delta) channel for signaling.

11.5.1.2 Trunk Side Switch Ports – **SBC-12STATE**

11.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.5.1.2.2 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.

11.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications. Also this ULS Trunk Port is used to terminate dedicated facilities associated with completing ULS Custom Routing calls in **SBC-AMERITECH**.

11.5.2 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

11.6 Tandem Switching

11.6.1 Tandem Switching is defined as:

11.6.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

11.6.1.2 the basic switching function of connecting trunks to trunks; and

11.6.1.3 all technically feasible 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.

11.6.2 The charges for Tandem Switching are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

12. **SHARED TRANSPORT**

12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

12.1.1 **SBC-12STATE** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that CLEC subscribes to for the purpose of delivering traffic from/to a CLEC End User as set forth below.

12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.

12.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in **SBC-AMERITECH**. ULS-ST is provided on a per ULS port basis.

12.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for **SNET** pursuant to the Connecticut Access Service Tariff.

12.1.2 **SBC-AMERITECH** provides to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 12

FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions").

- 12.1.3 ULS-ST permits the CLEC to access the interoffice network of **SBC-AMERITECH** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC-AMERITECH** switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the **SBC-AMERITECH** switch providing that ULS port. **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.
- 12.1.4 All CLEC's local traffic between **SBC-AMERITECH** switches will use Shared Transport and all local CLEC's traffic to non-**SBC-12STATE** 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.
- 12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **SBC-12STATE** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.
- 12.1.6 **SBC-12STATE**'s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **SBC-12STATE** network.
- 12.1.7 In providing ULS-ST, **SBC-12STATE** will use the existing **SBC-12STATE** routing tables contained in **SBC-12STATE** switches, as **SBC-12STATE** may change those tables from time to time including after CLEC purchases ULS-ST.
- 12.1.8 **SBC-12STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the **SBC-12STATE** signaling on a per-call basis.
- 12.2 Custom Routing of OS/DA with ULS-ST
 - 12.2.1 CLEC can only mix ULS-ST and custom routing within a **SBC-AMERITECH** end office switch where CLEC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by **SBC-AMERITECH**'s ULS-ST ports in that **SBC-AMERITECH** end office switch. If this custom routing for OS/DA is chosen in a given **SBC-AMERITECH** end office switch, then all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by CLEC.
 - 12.2.2 CLEC must provide **SBC-AMERITECH** routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where CLEC has End Users served via ULS-ST ports. CLEC will be charged by **SBC-AMERITECH** for the establishment of each custom route for OS or DA traffic in an end office switch.
 - 12.2.3 **SBC-AMERITECH** will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by CLEC.
 - 12.2.4 CLEC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.
- 12.3 ULS-ST Usage-Sensitive Rating
 - 12.3.1 **SBC-12STATE** will charge CLEC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

- 12.3.2 **SBC-12STATE** will charge CLEC using **SBC-12STATE**'s 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 **SBC-12STATE** end office or to/from a non-**SBC-12STATE** end office.
- 12.3.3 The charges for Shared Transport are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.
- 12.4 Reciprocal Compensation associated with ULS-ST
- 12.4.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:
- 12.4.2 As to ULS-ST only, **SBC-AMERITECH** will charge CLEC using **SBC-AMERITECH**'s ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a **SBC-AMERITECH** end office.
- 12.4.3 As to ULS-ST only, CLEC will reciprocally charge **SBC-AMERITECH** for interswitch local traffic originated from a **SBC-AMERITECH** end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.
- 12.4.4 CLEC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.
- 12.5 IntraLATA and InterLATA Toll Rate Application
- 12.5.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through **SBC-AMERITECH** tandem switch(es) and transmission facilities, **SBC-AMERITECH** will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the **SBC-AMERITECH** end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.
- 12.5.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.
- 12.6 Application of Usage Sensitive Charges for ULS-ST
- 12.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).
- 12.6.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):
- 12.6.2.1 CLEC will be charged ULS-O usage charges of use for a call originating from an CLEC ULS line port or trunk port that terminates to a **SBC-AMERITECH** end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.
- 12.6.2.2 CLEC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which CLEC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.
- 12.6.2.3 **SBC-AMERITECH** will not bill ULS-T usage charges for Intraswitch calls that terminate to a CLEC ULS port.

12.6.3 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:

12.6.3.1 Local Calls

12.6.3.1.1 General Principles

12.6.3.1.1.1 When a call originates from a CLEC ULS-ST port, CLEC will be charged ULS-O usage and SS7 signaling charges. If the call routes over **SBC-AMERITECH**'s shared transport network, CLEC will pay charges for Blended Transport usage in addition to ULS-O usage charges.

12.6.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, **SBC-AMERITECH** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled "ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

12.6.3.1.1.3 When a call terminates to a CLEC ULS-ST port, CLEC will pay ULS-T usage charges.

12.6.3.1.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.2 IntraLATA and InterLATA Toll Calls

12.6.3.2.1 General Principles

12.6.3.2.1.1 "1+" intraLATA calls from CLEC ULS-ST ports will be routed to the originating End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call is initiated from an ULS-ST port, it will be routed to the End User's interLATA (PIC) choice.

12.6.3.2.1.2 When an intraLATA or interLATA toll call originates from a CLEC ULS-ST port, **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

12.6.3.2.1.3 When an intraLATA or interLATA toll call terminates to a CLEC ULS-ST port, **SBC-AMERITECH** will not charge terminating access to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

12.6.3.2.1.4 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.3 Toll Free Calls

12.6.3.3.1 When CLEC uses an ULS-ST port to initiate an intraLATA 800-type call, **SBC-AMERITECH** will perform the appropriate database query and will route the call to terminating **SBC-AMERITECH** "Success 800" subscriber. CLEC

will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

12.6.3.3.2 When CLEC uses an ULS-ST port to initiate an 800-type call where the terminating port is not an **SBC-AMERITECH** "Success 800" subscriber, **SBC-AMERITECH** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed using SBC-AMERITECH tandem, then **SBC-AMERITECH** will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. **SBC-AMERITECH** will not charge originating access charges to CLEC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) Unbundled Network Element is defined as **SBC-12STATE** interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by **SBC-12STATE**, or requesting CLEC, or between switches owned by **SBC-12STATE** or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

13.2 **SBC-12STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by **SBC-12STATE** or between a Wire Center or switch owned by **SBC-12STATE** and a CLEC owned or provided switch.

13.3.2 **SBC-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps) including OC3 concatenated (OC3-c), OC12 (622.08 Mbps) including OC12 concatenated (OC12-c), and OC48 (2488.32 Mbps) including OC48 concatenated (OC48-c). **SBC-12STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-12STATE** network. **SBC-12STATE** provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

13.3.3.1 Interoffice Transport – a circuit between two **SBC12-STATE** Wire Centers.

13.3.3.2 Entrance Facility – a circuit from **SBC-12STATE** serving Wire Center to the CLEC's location.

13.3.3.3 Multiplexing – an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

13.3.3.4 Other Optional features are outlined in Appendix Pricing.

13.4 Diversity

- 13.4.1 When requested by CLEC and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 13.4.2 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity, **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Digital Cross-Connect System (DCS)

- 13.5.1 **SBC-12STATE** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.6 Network Reconfiguration Service (NRS)

- 13.6.1 **SBC-12STATE** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.7 **PACIFIC**

13.7.1 Cross Boundary UDT Meet Point Facilities Arrangements

- 13.7.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC) **PACIFIC** will be a willing participant in the CLEC's efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the same CLEC from the neighboring ILEC. It is the responsibility of the CLEC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of CLEC's order.
- 13.7.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:
- 13.7.1.2.1 Non Recurring Charges: 100% of **PACIFIC** existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.
- 13.7.1.2.2 Monthly Charges: **PACIFIC** will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within **PACIFIC**

territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

- 13.7.1.2.3 **PACIFIC**'s current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

14. DARK FIBER

- 14.1 In **SBC-12STATE** Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available to CLECs as described in Section 18.2.1E of the Connecticut Service Tariff.

- 14.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 14.4.1 and 14.5.1, below.

14.2 Interoffice Dark Fiber

- 14.2.1 **SBC-12STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC-12STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC-12STATE** will offer its dark fiber to CLEC when CLEC has collocation space in each **SBC-12STATE** CO where the requested dark fiber(s) terminate.

14.3 Loop Dark Fiber

- 14.3.1 **SBC-12STATE** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **SBC-12STATE** central office and an end user customer premise.

14.4 Sub-Loop Dark Fiber

- 14.4.1 **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.4.1.1 The serving **SBC-12STATE** central office and a remote terminal/CEV/Hut;

or

14.4.1.2 a remote terminal/CEV/Hut and an end user customer premise.

- 14.4.2 Dark Fiber sub-loop segments are explicitly governed by Section 8 of this Appendix and are limited to remote terminal/CEV/Hut outlined below.

- 14.4.3 Upon receipt of a complete and correct Sub-loop Access Application, **SBC-12STATE** shall provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs to be incurred to fulfill the SCA on a Time and Materials basis. CLEC agrees to pay **SBC-12STATE** appropriate rates for the engineering and other associated costs performed when CLEC submits a request to provide a written estimate for sub-loop(s).

- 14.4.4 At **SBC-12STATE** Central Offices' the dark fiber terminates on a fiber distribution frame, or equivalent, in the Central Office. CLEC access is provided pursuant Method One (Section 3.1.1.1, above) which allows for approved collocation access. The only method of access for Dark fiber is collocation.

14.5 Spare Fiber Inventory Availability and Condition

14.5.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for **SBC-12STATE**'s forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not obtain any more than 25% of the spare dark fiber contained in the requested segment, during any two-year period.

14.6 Determining Spare Fibers:

14.6.1 **SBC-12STATE** will inventory dark fibers. Spare fibers do not include the following:

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

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

14.6.1.2 Defective fibers

14.6.1.3 **SBC-12STATE** growth fibers. Fibers documented as reserved by **SBC-12STATE** for utilization for growth within the 12 month-period following the carrier's request.

14.6.2 The appropriate **SBC-12STATE** engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.

14.6.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

14.7 Quantities and Time Frames for ordering Dark Fiber:

14.7.1 The minimum number of fiber strands that CLEC can order is one, and fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, **SBC-12STATE** will provide the remaining spares one strand at a time and no more than a quantity of 2 strands. (See definition of spare facilities set forth in Sections 14.4.1 and 14.5.1 above.)

14.7.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.7.2.1 If spare dark fiber is available, as determined under this Agreement, **SBC-12STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber.

14.7.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities will be assigned. The charges which will be established as set forth in paragraph 14.6.2 will be applied.

14.8 Right of Revocation of Access to Dark Fiber

- 14.8.1 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date **SBC-12STATE** provided the fiber(s), **SBC-12STATE** may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.
- 14.8.2 **SBC-12STATE** may reclaim from the CLEC's the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to the CLEC. **SBC-12STATE** will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. **SBC-12STATE** must also demonstrate to the CLEC that the dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.

14.9 Access Methods specific to Dark Fiber

- 14.9.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an **SBC-12STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.
- 14.9.2 At CO's dark fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided pursuant to Method One (Section 3.1.1.1, above) which is the only method of access for dark fiber.
- 14.9.3 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.
- 14.9.3.1 CLECs may collocate, providing collocation application and associated criteria are met, when seeking to interconnection and desire to place non-passive electronics in a remote terminal/CEV/Hut provided **SBC-12STATE** has existing and available space in these locations.
- 14.9.3.2 CLECs have two (2) options for obtaining dark fiber subloop access. Prior to ordering subloop facilities, CLEC must establish Collocation using the Collocation process as set forth in Collocation Appendix, or must establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either or which are necessary to interconnect to the **SBC-12STATE** subloop network.
- 14.9.3.3 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC shall initiate an SCA by submitting a Sub-loop Access Arrangement Application.
- 14.9.3.4 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the End User premises and via a fiber distribution frame at the remote terminal/CEV/Hut. CLEC may elect to place his cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available demarcation points or terminal.

14.10 Installation and Maintenance for Dark Fiber

- 14.10.1 **SBC-12STATE** will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

- 15.1 **SBC-13STATE** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

- 16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **SBC-13STATE**'s signaling network and call related databases on an unbundled basis 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).

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE**'s databases and information. **SBC-13STATE** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

- 18.1 The cross connect is the media between the **SBC-7STATE** UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a **SBC-7STATE** UNE and a Collocation area for the purpose of permitting the CLEC to connect the **SBC-7STATE** UNE to other UNEs or to the CLECs own facilities. Where **SBC-7STATE** has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between one **SBC-7STATE** UNE and another **SBC-7STATE** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.
- 18.2 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 18.3, 18.4 and 18.5 for **SBC-AMERITECH** and **SNET** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SNET** refer to the applicable state tariff.
- 18.3 The applicable Loop cross connects to point of access for the purpose of CLEC combining a **SBC-13STATE** Loop with another **SBC-13STATE** UNE are as follows:
- 18.3.1 2-Wire Analog Loop to UNE Connection Methods point of access
 - 18.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access
 - 18.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access
 - 18.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access
- 18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining. Unbundled Dedicated Transport to another **SBC-13STATE** UNE are as follows:
- 18.4.1 DS-1 to UNE Connection Methods point of access
- 18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another **SBC-13STATE** UNE are as follows:
- 18.5.1 Analog Line Port to UNE Connection Methods point of access
 - 18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access
 - 18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access
 - 18.5.4 Analog DID Trunk Port to UNE Connection Methods point of access
 - 18.5.5 DS-1 Trunk Port to UNE Connection Methods point of access

- 18.6 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC-SWBT** and **NEVADA** Loop UNE to a CLEC's Collocated facilities are as follows:
- 18.6.1 2-Wire Analog Loop to Collocation
 - 18.6.2 2-Wire Analog Loop to Collocation (without testing)
 - 18.6.3 4-Wire Analog Loop to Collocation
 - 18.6.4 4-Wire Analog Loop to Collocation (without testing)
 - 18.6.5 2-Wire Digital Loop to Collocation
 - 18.6.6 2-Wire Digital Loop to Collocation (without testing)
 - 18.6.7 4-Wire Digital Loop to Collocation
 - 18.6.8 4-Wire Digital loop to Collocation (without testing)
 - 18.6.9 DSL Shielded Cross Connect to Collocation
 - 18.6.10 2-Wire DSL non-shielded cross connect to Collocation
 - 18.6.11 4-Wire DSL non-shielded cross connect to Collocation
- 18.7 The applicable dedicated transport cross connects for the purpose of CLEC connecting an **SBC-SWBT** and **NEVADA** dedicated transport UNE to a CLEC's Collocated facilities are as follows:
- 18.7.1 DS-1 to Collocation
 - 18.7.2 DS-3 Collocation
 - 18.7.3 OC-3 to Collocation
 - 18.7.4 OC-12 to Collocation
 - 18.7.5 OC-48 to Collocation
- 18.8 The applicable Port cross connects for the purpose of CLEC connecting an **SBC-SWBT** and Port UNE to a CLEC's Collocated facilities are as follows:
- 18.8.1 Analog Line Port to Collocation
 - 18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation
 - 18.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation
 - 18.8.4 Analog DID Trunk Port to Collocation
 - 18.8.5 DS- Trunk Port to Collocation
- 18.9* The applicable cross connects for the purpose of a CLEC connecting a **PACIFIC** Loop, UDT or Port UNE to a CLEC's Collocated facility are as follows:
- 18.9.1 Voice Grade/ISDN EISCC
 - 18.9.2 DS-0 EISCC
 - 18.9.3 DS-1 EISCC
 - 18.9.4 DS-3 EISCC
 - 18.9.5 DSL Shielded Cross Connect to Collocation

* Sections 18.9 through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

18.10 The applicable cross connects for **SBC-AMERITECH** Loop, UDT or Port UNEs are as follows:

- 18.10.1 2-wire
- 18.10.2 4-wire
- 18.10.3 DS-1
- 18.10.4 DS-3
- 18.10.5 OC-3
- 18.10.6 OC-12
- 18.10.7 OC-48
- 18.10.8 LT1
- 18.11.8 LT3

18.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Loop with a CLEC's own facilities for are as follows:

- 18.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access
- 18.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access
- 18.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access
- 18.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access
- 18.11.5 DSL shielded Cross Connect to Adjacent Location point of access

18.12* The applicable Unbundled Dedicated transport cross connects to the Adjacent Location Method of accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Unbundled Dedicated Transport with a CLEC's own facilities as follows:

- 18.12.1 DS-1 to the Adjacent Location Method point of access

18.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Port with a CLEC's own facilities point of access are as follows:

- 18.13.1 -Analog Line Port to Adjacent Location Method to point of access
- 18.13.2 -ISDN BRI Port to Adjacent Location Method to point of access
- 18.13.3 -ISDN PRI Trunk Port to Adjacent Location Method point of access

18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SWBT, NEVADA** and **PACIFIC** 2-Wire Loop * with a **SWBT, NEVADA** and **PACIFIC** Port are as follows:

- 18.14.1 -Wire Analog Loop to Analog line Port
- 18.14.2 -Wire Digital Loop to ISDN BRI Port

18.15 Maintenance of Elements

- 18.15.1 If trouble occurs with unbundled network elements provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.

* Sections 18.9 and 18.11 through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

- 18.15.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Unbundled Network Element and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 18.15.3 CLEC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement.
- 18.15.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 18.15.5 If CLEC issues a trouble report allowing **SBC-13STATE** access to the End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC-13STATE** personnel are dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to the premises, these charges will still apply.
- 18.15.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **SBC-13STATE** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC-13STATE** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** performed other than on a normally scheduled workday.
- 18.15.7 If CLEC requests or approves a **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

19. RECONFIGURATION

- 19.1 **SBC-13STATE** will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with 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 **SBC-13STATE**'s processes to implement that Order, as set forth on the CLEC website.

20. RESERVATION OF RIGHTS

- 20.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on May 24, 2002, the United States District Court for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing

Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98 (collectively the "Orders"). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives any of its rights with respect to such Orders, including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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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 CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.5 As used herein, **SBC-8STATE** means the above listed ILEC's doing business in Missouri, Oklahoma, Arkansas, Kansas, Texas, California, Nevada, and Connecticut.
- 1.6 As used herein, **SBC-7STATE** means the above listed ILEC's doing business in Missouri, Oklahoma, Arkansas, Kansas, Texas, California, and Nevada.
- 1.7 As used herein, **SNET** means the above listed ILEC doing business in Connecticut.

2. SERVICE PROVIDED

- 2.1 **SBC-13STATE** publishes alphabetical White Pages (WP) directories for its geographic local service areas. CLEC provides local exchange telephone service in the same area(s) and wishes to include listing information for its end users in the appropriate **SBC-13STATE** WP directories
- 2.2 CLEC also desires distribution to its end users of the WP directories that include listings of CLEC's end users.

- 2.3 Subject to **SBC-13STATE**'s practices, as well as the rules and regulations applicable to the provision of WP directories, **SBC-13STATE** will include in appropriate WP directories the primary alphabetical listings of all CLEC end users located within the local directory scope. The rules, regulations and **SBC-13STATE** practices are subject to change from time to time.
- 2.4 When CLEC provides its subscriber listing information to **SBC-13STATE** listings database, CLEC will receive for its end user, one primary listing in **SBC-13STATE** WP directory and a listing in **SBC-13STATE**'s directory assistance database.
- 2.5 CLEC shall furnish to **SBC-13STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as **SBC-13STATE** may require to prepare and print the alphabetical listings of said directory. CLEC 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 CLEC end user.
- 2.6 CLEC may provide CLEC's subscriber listing information to **SBC-8STATE** for inclusion in the WP directory via either a mechanical or manual feed of the listing information to **SBC-8STATE**'s directory listing database.
- 2.6.1 CLEC will provide **SBC-AMERITECH**, CLEC's subscriber listing information for inclusion in the White Page directory in either a mechanized or manual feed of the listing information to **SBC-AMERITECH**'s directory listing database. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this Appendix. Sixty (60) days prior to the directory close date for a particular directory, **SBC-8STATE** shall make available to CLEC, via the applicable electronic listing verification tool, its subscriber listings as such listings are to appear in the directory. CLEC shall review the listing information and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications at least thirty (30) calendar days prior to the directory close date. The listing information shall also include Directory Delivery Address information for each **SBC-8STATE** CLEC end user.
- 2.6.2 Forty-five (45) days prior to the directory close date for a particular directory, **SBC-AMERITECH** shall make available to CLEC, either electronically or manually, its subscriber listings as such listings are to appear in the directory. CLEC shall review the listing information and shall submit to **SBC-AMERITECH** any necessary additions, deletions or modifications prior to the directory close date.

- 2.7 Each CLEC subscriber will receive one copy per primary End User listing of **SBC-8STATE** White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers during the annual delivery of newly published directories.
- 2.7.1 **SBC-7STATE** has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, CLEC may provide to **SBC-7STATE** 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, **SBC-7STATE** will deliver the remaining directories included in the CLEC's order in bulk to an address specified by the CLEC.
- 2.7.2 **SBC-13STATE** shall not be required to deliver a directory to a CLEC End User until new White Page directories are published for that End User's location.
- 2.7.3 **SNET** White Page directories will be provided in accordance to state and/or local regulations and orders governing White Page directory distribution.
- 2.7.4 **SBC-AMERITECH** shall direct its directory publishing affiliate to offer delivery of newly published WP directories and subsequent directory delivery to CLECs' end users pursuant to terms and conditions agreed to by the parties.
- 2.8 **SBC-8STATE** will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at CLEC's request, subject to the guidelines set forth above.
- 2.8.1 For Directories covering the territory where CLEC is certified to provide local service, upon request **SBC-AMERITECH** will include in the "Information Pages", or comparable section of its White Pages directories, information provided by CLEC for CLEC's installation, repair, customer service and local sales office information and, where required by regulatory bodies, payment address. Such information shall appear in the same manner

as such information appears for SBC-AMERITECH and other LECs. SBC-AMERITECH's directory publishing affiliate will administer the charges, if any, for the inclusion of such information, which will be calculated on the same basis as the charges, if any, charged to SBC-AMERITECH.

- 2.9 At its request, CLEC may purchase one (1) one-sided "Informational Page" in the informational section of the WP directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than SBC-8STATE "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to SBC-8STATE the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 CLEC authorizes SBC-13STATE to include and use the subscriber listing information provided to SBC-13STATE pursuant to this Appendix in SBC-13STATE's WP directory and SBC-13STATE's directory assistance databases. Included in this authorization is the exchange of extended area service listings SBC-13STATE provides for Independent Company directory publications and release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is SBC-13STATE's use of CLEC's subscriber listing information in SBC-13STATE's directory assistance, directory assistance related products and services, and directory publishing products and services.
- 3.2 At CLEC's written request, SBC-13STATE shall transmit CLEC's End User listing information to designated third party directory publishers (limited to publishers to which SBC-13STATE transmits its own listing information).

4. PRICING

- 4.1 SBC-7STATE will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to CLEC end users, plus an annual, per book copy charge at the time directories are delivered in bulk to CLEC. SBC-7STATE has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's end users subsequent to the annual distribution of newly published directories. The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference.
- 4.1.1 The rates, if any, for SNET WP directories will be in accordance to any applicable tariffs, state and/or local regulations or orders governing the rates for WP directories.

- 4.1.2 **SBC-AMERITECH** - The rates for **SBC-AMERITECH** White Page directories will be in accordance with a separate directory services agreement with **SBC-AMERITECH**'s directory publishing affiliate.
- 4.2 **SBC-7STATE** has no obligation to provide any additional WP directories above the number of directories forecast by CLEC per Section 2.7 above. While **SBC-7STATE** has no obligation to provide WP directories to CLEC or CLEC End Users after the annual distribution of newly published directories, **SBC-7STATE** will in good faith attempt to accommodate CLEC 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, **SBC-7STATE** will provide the directories in bulk to CLEC and will assess a per book charge.
- 4.2.1 **SBC-AMERITECH** – **SBC-AMERITECH**'s directory delivery practices are discussed above in Section 2.7.4.
- 4.3 Where a CLEC End User requires foreign, enhanced or other listings in addition to the primary listing to appear in the WP directory, **SBC-13STATE** will assess CLEC a charge for such listings at existing **SBC-13STATE** tariff rates. An additional charge at **SBC-13STATE**'s tariff rate applies when CLEC wishes to list an End User in **SBC-13STATE**'s directory assistance database but does not wish to have its End-User listed in **SBC-13STATE**'s WP directory. In addition, for those CLEC End Users served by CLEC via a **SBC-13STATE** unbundled switch port, CLEC may elect to have its End User unlisted and the listing not published in **SBC-13STATE**'s WP directory at **SBC-13STATE**'s tariff rate for those nonpublished, nonlisted services.

5. ASSIGNMENT

- 5.1 Except as stated in Section 3 herein, CLEC shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall CLEC authorize any other company or any person to use the subscriber listing information for any other purpose. CLEC shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures CLEC takes to protect its own listings from unauthorized use), whether by CLEC, its agents, employees or others.

6. LIABILITY

- 6.1 CLEC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to **SBC-13STATE** under this Appendix, and/or CLEC's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

- 6.2 CLEC shall indemnify, protect, save harmless and defend **SBC-13STATE** (and/or **SBC-13STATE**'s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and **SBC-13STATE**, and/or against **SBC-13STATE** alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the WP directory, **SBC-13STATE** may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse **SBC-13STATE** for reasonable attorney's fees and other expenses incurred by **SBC-13STATE** in handling and defending such demand, claim and/or suit.
- 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. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of **SBC-13STATE**'s WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

8. TERM

- 8.1 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.
- 8.2 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.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are

legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

**APPENDIX WP
SBC-7STATE
EXHIBIT I
PRICE LIST**

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single Sided Informational Page	Price Per Book Copy¹ Ordered After Initial Order

¹ Subject to Availability

APPENDIX BCR

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APPENDIX BCR
(Billing, Collecting and Remitting)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or CLEC but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.
- 1.2 As used herein, **SBC-SWBT** means an ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 The prices at which **SBC-SWBT** agrees to provide CLEC with BCR services are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“Telcordia Client Company Calling Card and Third Number Settlement (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 **SBC-SWBT** procedures for the billing; collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:
- 3.2 LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - 3.2.1 Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - 3.2.2 Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - 3.2.3 Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
 - 3.2.4 Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 3.3 LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the Telcordia Practice BR 981-200-110, of the following types: paragraph 3.3 is applicable) only when **SBC-SWBT** company is the CMDS Host Company.
 - 3.3.1 Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - 3.3.2 Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.

3.3.3 Radio Link Charges where service is provided by one LEC and billed by another LEC.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees to bill, collect and remit to **SBC-SWBT** the charges for the services described in Section 3.2 which charges are earned by any LEC (including **SBC-SWBT**), but which are to be billed to End Users of the CLEC.
- 4.2 In those cases in which the charges for the services listed in Section 3.2 above are due any LEC other than **SBC-SWBT**, **SBC-SWBT** will arrange to transfer these and charges to the appropriate company in accordance with accepted industry standards.
- 4.3 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by CLEC for **SBC-SWBT** benefit, shall be remitted by CLEC to **SBC-SWBT** within thirty (30) calendar days of the date of **SBC-SWBT** bill to CLEC for such services.
- 4.4 **SBC-SWBT** agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to CLEC, the charges for the services described in Section 3.2 above, which charges are earned by CLEC, but which are to be billed by another LEC (including **SBC-SWBT**) to the End Users of that LEC.
- 4.5 Charges for the services listed in Section 3.2 above to be billed, collected and remitted by **SBC-SWBT** or another LEC for CLEC's benefit, shall be remitted by **SBC-SWBT** to CLEC within thirty (30) calendar days of the date of CLEC's bill to **SBC-SWBT** for such services.
- 4.6 The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section 5 below, due the Party for performing the End User billing function. The Party billing the End User shall be responsible for all uncollectible amounts related to the services described remitted in Section 3.2 and 3.3 above. Notwithstanding this paragraph, **SBC-SWBT** may net amounts due to CLEC under this Appendix against amounts owed to **SBC-SWBT** when **SBC-SWBT** renders a bill to CLEC hereunder.
- 4.7 Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

5. COMPENSATION

- 5.1 A Party performing the services described in Section 3.2 and Section 3.3 above will compensate the other Party for each charge billed at the rates set forth in Appendix Pricing. Such compensation shall be paid (unless a Party has collected such compensation as described in Section 4.6 above) within thirty (30) calendar days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section 4.

6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

- 6.1 **SBC-SWBT** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. **SBC-SWBT** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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APPENDIX CLEARINGHOUSE (CH)

1. INTRODUCTION

- 1.1 This Appendix sets forth the rates, terms, and conditions, which are made available for CLECs by SBC-12STATE to participate in the Clearinghouse (CH).
- 1.2 As used herein, SBC-12STATE means the above listed LEC doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.3 As used herein, SBC-SWBT means the above listed LEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.4 As used herein, SBC-AMERITECH means the LEC doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.5 As used herein, PACIFIC means the LEC doing business in California.
- 1.6 As used herein, NEVADA means the LEC doing business in Nevada.
- 1.7 As used herein, SNET means the LEC doing business in Connecticut.
- 1.8 In SBC-AMERITECH, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs, and SBC-AMERITECH is facilitated via the existing LEC Settlement process in each state.
- 1.9 In PACIFIC/NEVADA, the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and PACIFIC/NEVADA is facilitated via the Message Exchange Appendix.
- 1.10 The exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of appropriate settlement revenues owed by and among participating LECs, CLECs and SNET, is **technically infeasible** in SNET.
- 1.11 SBC Communications Inc. (SBC) 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.

2. CLEARINGHOUSE DESCRIPTION

- 2.1 **SBC-SWBT** operates a CH for the purpose of facilitating the exchange of certain alternatively billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and CLECs, including **SBC-SWBT** and CLEC.

3. QUALIFYING MESSAGE CRITERIA

- 3.1 The only toll call messages that qualify for submission to **SBC-SWBT** for CH processing are: (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC or CLEC exchange, exclusively carried by a LEC or CLEC over LEC or CLEC facilities and billed to a customer located in a second LEC's or CLEC exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of **SBC-SWBT**'s operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or CLEC over LEC or CLEC facilities, and billed to a customer located in a second LEC's or CLEC exchange and not in the originating State.

4. RESPONSIBILITIES OF THE PARTIES

- 4.1 CLEC agrees that it will provide **SBC-SWBT** with billing records for CH processing that are in an industry standard format acceptable to **SBC-SWBT** and at a minimum will display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Attachment, these records ("CH Records") will detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or CLEC exchange but are to be billed to an end user in a second LEC's or CLEC exchange. Such records are referred to as category ninety-two (92) records for CH processing purposes. The term "CH Record" will mean the call detail attributed to a single completed toll message.
- 4.2 CLEC agrees that all CH Records it generates will display indicators denoting whether category ninety-two (92) Records should be forwarded to **SBC-SWBT**'s CH. CLEC will retain its originating records for ninety (90) days such that the category ninety-two (92) Records can be retransmitted to **SBC-SWBT** for CH processing, if needed.
- 4.3 **SBC-SWBT** will provide and maintain such systems as it believes are required to furnish the CH service described herein. **SBC-SWBT**, in its capacity as operator of the CH, agrees to retain all CH Records processed through the CH for two (2) years.
- 4.4 CLEC will timely furnish to **SBC-SWBT** all CH Records required by **SBC-SWBT** to provide the CH service in accordance with the Technical Exhibit Settlement Procedures (TESP) dated DD/MM/YEAR, or as otherwise mutually agreed upon by

the Parties. **SBC-SWBT** will provide the CH service in accordance with the TESP, and such modifications as are subsequently agreed upon.

- 4.5 Presently, in operating the CH, **SBC-SWBT** relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle CH messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity.

5. PROCESSING CHARGE

- 5.1 CLEC agrees to pay **SBC-SWBT** a processing charge in consideration of **SBC-SWBT**'s performance of CH services. This charge is located in Appendix Pricing under "Other" listed as CH Processing Charge.

6. BILLING CHARGE

- 6.1 CLEC agrees to pay a per message charge to the CLEC responsible for billing the message, including **SBC-SWBT**, when **SBC-SWBT** bills the message. This charge is located in Appendix Pricing under "Other" listed as Billing Charge.

7. SETTLEMENT REPORT

- 7.1 **SBC-SWBT** will issue monthly reports containing the results of the processing of CH Records to each participating LEC and CLEC. These reports list the: (a) amounts owed by CLEC for billing messages originated by others; (b) amounts due to CLEC for CLEC originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

8. RETROACTIVE AND LOST MESSAGES

- 8.1 The Parties agree that processing of retroactive messages through the CH is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section III of this Attachment. The Parties agree that lost messages are the complete responsibility of the originating LEC or CLEC. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or CLEC will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. The estimates will be off-line calculations (i.e., not part of the routine CH processing) and will be included as a supplement to the monthly settlement report.

9. LIMITATION OF LIABILITY

- 9.1 By agreeing to operate the CH, **SBC-SWBT** assumes no liability for any LEC's or CLEC's receipt of appropriate revenues due to it from any other entity. CLEC agrees that **SBC-SWBT** will not be liable to it for damages (including, but not limited to,

lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which **SBC-SWBT** may have relied in preparing settlement reports or performing any other act under this Attachment.

- 9.2 CLEC agrees to indemnify and hold **SBC-SWBT** harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of **SBC-SWBT**'s performance of CH processing pursuant to this Attachment.
- 9.3 **SBC-SWBT** will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the CH services provided pursuant to this Attachment, including those arising from associated equipment and data processing systems, except such losses or damages caused by the sole negligence of **SBC-SWBT**. Any losses or damage for which **SBC-SWBT** is held liable under this Attachment will in no event exceed the amount of processing charges incurred by CLEC for the CH services provided hereunder during the period beginning at the time **SBC-SWBT** receives notice of the error, interruption, defect, failure or malfunction, to the time service is restored.

10. DISCLAIMER OF WARRANTIES

- 10.1 **SBC-SWBT** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally, **SBC-SWBT** assumes no responsibility with regard to the correctness of the data supplied by CLEC when this data is accessed and used by a third party.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for

environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX HOSTING

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APPENDIX HOSTING**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions under which the Hosting Company will perform hosting responsibilities for a CLEC for data received from such CLECs for distribution to the appropriate billing and/or processing location or for data received from other Local Exchange Carriers/CLECs to be distributed to such CLEC via the Hosting company's in-region 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; 2) Intercompany Revenue Settlement Services; and (**SBC-AMERITECH** only) 3) In-Region Non-Intercompany Revenue Settlement Services ("Agreement").
 - 1.2.1 Hosting out of region is only available to a CLEC that is a Full Status Revenue Accounting Office (RAO) company.
- 1.3 **SNET** - The hosting function described herein is facilitated via the LEC-LINK agreement if the CLEC chooses SNET as its CMDS HOST. The LEC-LINK service is de-regulated in SNET.
 - 1.3.1 CLECs interested in CMDS Hosting by SNET may contact:

SNET Diversified Group, Inc.
530 Preston Ave.
Meriden, CT 06450
Ls5275@ctmail.snet.com
203-634-6370
- 1.4 SBC Communications Inc. (SBC) 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.5 As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

- 1.6 As used herein, SBC-SWBT means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.7 As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.8 As used herein, SBC-IL means the applicable above listed ILEC(s) doing business in Illinois.
- 1.9 As used herein, SBC-MI means the applicable above listed ILEC(s) doing business in Michigan.
- 1.10 As used herein, PACIFIC means the applicable above listed ILEC(s) doing business in California.
- 1.11 As used herein, NEVADA means the applicable above listed ILEC(s) doing business in Nevada.
- 1.12 As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.
- 1.13 The prices at which SBC-7STATE and SBC-AMERITECH agrees to provide CLEC 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 d/b/a Ameritech Michigan
 - 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, L.P. d/b/a Southwestern Bell Telephone Company
 - 2.3.19 Mountain Bell Telephone Company
 - 2.3.20 Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company
 - 2.3.21 Nevada Bell Telephone Company d/b/a SBC 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)”** – CLEC 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” (SBC-SWBT only)** - The transport of 1) LEC transported data that originates in the region and are delivered by the CLEC to the Hosting Company to be sent another Local Exchange Carrier for billing; and 2) data received from CMDS or another LEC to be delivered to the CLEC for billing to its End User located within the five state territory of the Host Company.
- 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 the CLEC. Message distribution includes collection of data from the CLEC designated to be delivered to other LECs.
- 2.10 **“Non-Intercompany Settlement (NICS)”** (SBC-AMERITECH only) is a revenue exchange process for messages which originate from CLEC and bill to SBC-AMERITECH and message which originate from SBC-AMERITECH and bill to CLEC. NICS messages must originate and bill within the same SBC-AMERITECH Company.
- 2.11 **“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 the CLEC must be in the industry standard format in accordance with the ATIS EMI document. The CLEC 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. The CLEC acknowledges that the only message records subject to this Hosting Agreement are those that arise from Local Exchange Carrier transported data.
- 3.2 (SBC-7STATE) - When CLEC delivers messages to the Hosting Company which must be forwarded to another location for billing purposes, the Hosting Company will accept data from the CLEC, perform edits required to ensure the records are consistent with CMDS specifications, and use its in region data 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 CLEC is non- Full Status RAO Company, the Hosting Company will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and 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 (**SBC-7STATE** only) For billable message data and/or access usage data received by the Hosting Company for delivery to a CLEC location, the Hosting Company will use its in region data 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. DESCRIPTION OF BILLING SERVICES

4.1 (**SBC-AMERITECH**) Monthly Billing

- 4.1.1 Each month, **SBC-AMERITECH** shall calculate the total amount due. This calculation will include:
- 4.1.1.1 Transmission fee
 - 4.1.1.2 ICS settlement processing fee
 - 4.1.1.3 ICS revenue, originated by Ameritech and ICS revenue originated by CLEC
 - 4.1.1.4 NICS revenue, originated by Carrier and NICS revenue originated by Ameritech
- 4.1.2 CATS and NICS reports include a payment by the originating company to the billing company for compensation of Billing and Collecting (B&C).
- 4.1.3 **SBC-AMERITECH** shall provide collection and distribution of messages that are designated to be delivered to the CLEC.
- 4.1.4 **SBC-AMERITECH** shall provide collection and distribution of messages that originate with the CLEC and are designated to be delivered to other LECs.
- 4.1.5 CLEC must provide **SBC-AMERITECH** a Non-Hosted Nationwide Revenue Accounting Office (RAO) code which has been assigned by Telcordia Technologies (previously Bellcore). **SBC-AMERITECH** advise Telcordia Technologies to convert the RAO code.
- 4.1.6 CLEC subscribing to Hosting services with **SBC-AMERITECH** prior to the effective date of this agreement and sharing an **SBC-AMERITECH** RAO may continue this service using **SBC-AMERITECH** RAO. One exception is when the CLEC is providing Hosting service using **SBC-AMERITECH** as an intermediary. In this situation, a Full Status RAO is required.

- 4.1.7 If access records are received from the CMDS system, **SBC-AMERITECH** shall collect these records and distribute to the CLEC. Such records may be either detail or summary access records.
- 4.1.8 All data will be forwarded on a daily basis to the CLEC or their designated billing agent. Both **SBC-AMERITECH** and CLEC shall send/receive data in EMI format. **SBC-AMERITECH** and CLEC shall be responsible for packing the data and shall be subject to Telcordia Technologies CMDS packing and editing requirements.
- 4.1.9 CLEC may return to **SBC-AMERITECH** any messages which are unbillable provided that such returns are made within ninety (90) days of message date. All such returned unbillable messages shall be accepted by **SBC-AMERITECH** and the charges therefore deducted for reimbursement amount owing to **SBC-AMERITECH**. CLEC shall be responsible for packing such unbillable messages subject to Telcordia Technologies CMDS packing and editing requirements.

4.2 (**SBC-AMERITECH**) INTERCOMPANY SETTLEMENT (ICS)

- 4.2.1 **SBC-AMERITECH** will provide Intercompany Settlement (ICS) for alternately billed (third number billed and calling card) messages. Using the following criteria:
- 4.2.1.1 The call must be transported by a LEC.
- 4.2.1.2 The message must be billed in a DP's territory different from the DP's territory where the call originated.
- 4.2.1.3 ICS does not extend to the 900 or 976 calls or to other pay per call services.
- 4.2.1.4 The Telcordia Technologies CATS report is the source for revenue to be settled between **SBC-AMERITECH** and CLEC. ICS settlement will be incorporated into the CLEC's monthly invoice.

4.3 (**SBC-AMERITECH**) NON-INTERCOMPANY SETTLEMENT (NICS)

- 4.3.1 Non-Intercompany Settlement (NICS) shall apply only to alternately billed messages (calling card, third number billed and collect calls) originated by **SBC-AMERITECH** and billed by the CLEC, or messages originated by the CLEC and billed by **SBC-AMERITECH** within the same **SBC-AMERITECH** State. For example, an

alternately billed call originating within **AM-IL** territory and billed to a CLEC within **AM-IL** would be covered by this section; a call originating within **AM-MI** but billing outside of **AM-MI** would not be NICS.

- 4.3.2 NICS does not extend to 900 or 976 calls or to other pay per call services.
- 4.3.3 The Telcordia Technologies NICS report is the source for revenue to be settled between **SBC-AMERITECH** and CLEC. NICS settlement will be incorporated into the CLEC's monthly invoice.
- 4.3.4 CLECs subscribing to Hosting services with **SBC-AMERITECH** prior to the effective date of this agreement and sharing an **SBC-AMERITECH** RAO, may continue this service using **SBC-AMERITECH**'s RAO. One exception is when the CLEC is providing Hosting service using **SBC-AMERITECH** as an intermediary. In this situation, a Full Status RAO is required.
- 4.3.5 For calls originating and billing within a non- **SBC-AMERITECH** state, CLEC should obtain NICS agreements with the LECs in that state.

5. BASIS OF COMPENSATION

- 5.1 In **SBC-SWBT**, CLEC agrees to pay Hosting Company a per record charge for billable message records an/or access usage records that are received from the CLEC and destined for delivery to another location for billing, at the rates listed in Appendix Pricing.
 - 5.1.1 As part of this per record charge, the Hosting Company 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).
 - 5.1.2 CLEC also agrees to pay Hosting Company a per record charge for billable message records an/or access usage records in those situations where the Hosting Company, 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 the CLEC.
- 5.2 (**SBC-AMERITECH** only)- CLEC shall pay a one-time set-up charge, half (½) due at contract signing and half (½) due with first billing and for services as set forth in Appendix Pricing.

- 5.3 (SBC-AMERITECH only) CLEC shall be issued a monthly invoice that may be amended by Hosting Company from time to time at its sole discretion. Monthly charges shall be billed as set forth in Appendix Pricing. Payments shall be due within thirty (30) days of the date of the invoice. A late payment charge of one and one half percent (1 1/2%) per month, or the highest amount allowed by law, whichever is greater, shall apply to past due amounts.

6. TERM OF AGREEMENT

- 6.1 Unless sooner terminated as herein provided, this Agreement will continue in force for a period of one (1) year from the effective date hereof and thereafter until terminated by sixty (60) days prior notice in writing form either party to the other.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Exhibit A
Change Request by Carrier
SBC-AMERITECH

1. For purposes of this Exhibit, Interfacing Company shall mean Ameritech.
2. When CLEC requests modifications to existing Interfacing Company systems or procedures, CLEC will provide complete written specifications for the requested change. The time and cost request should be directed to the CLEC's Account Manager.
3. Change Requests:
 - Both parties must agree that the specification accurately describes the work to be performed. CLEC will authorize the specifications in writing.
 - The authorized specifications will be distributed within the Interfacing Company to develop an estimate of the work effort involved to implement the change.
 - CLEC will have up to sixty (60) workdays from receipt of the time and cost to authorize implementation. If implementation is to proceed, CLEC will provide written authorization to the Interfacing Company.
 - Any changes to the approved specifications will be subject to re-evaluation by the Interfacing Company and CLEC.
4. General:
 - Interfacing Company will notify CLEC if it fails to implement a change on the agreed effective date. This notification will take place as soon as the Interfacing Company is aware of the problem.
 - CLEC will compensate Interfacing Company for changes only to the extent such changes have been authorized by Carrier in writing.
 - For cancelled requests, CLEC will compensate Interfacing Company for expense incurred up to the point of cancellation.

5. System Embargo:

- Interfacing Company will notify CLEC in advance when Interfacing Company will be involved in a major project resulting in a billing system embargo for a period of time. Such embargo will not affect any existing request pending before Interfacing Company for which written authorization has been received. Change requests received during an embargo will be handled on an individual case basis.

APPENDIX DSL (Including Line Sharing or HFPL)

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APPENDIX DSL

Digital Subscriber Line (DSL) Capable Loops

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for providing DSL and the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).
- 1.2 **SBC Communications Inc. (SBC)** 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.3 As used herein, **SBC-12STATE** means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.4 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.5 As used herein, **SBC-SWBT**, means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-AMERITECH**, means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **SBC-PACIFIC**, means the applicable above listed ILEC doing business in California.
- 1.8 As used herein, **SBC-NEVADA**, means the applicable above listed ILEC doing business in Nevada.
- 1.9 The prices at which **SBC-12STATE** agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated.
- 1.10 The prices, terms, and conditions herein are not applicable in **SNET**. **SNET**'s unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.
- 1.11 **SBC-12STATE** agrees to provide CLEC with access to UNEs (including the unbundled xDSL Capable Loop and HFPL offerings) in accordance with the rates, terms and conditions set forth in this xDSL Attachment and the general terms and conditions applicable to UNEs under this Agreement, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a "loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a "subloop" is defined as any portion of the loop from **SBC-12STATE**'s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in **SBC-12STATE**'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 closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-986 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-

- 370) (rel. November 24, 1999) (“the UNE Remand Order”). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.
- 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 “**High Frequency Portion of the Loop**” (“**HFPL**”) is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. **SBC-12STATE** shall only make the HFPL available to CLEC in those instances where **SBC-12STATE** also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.
- 2.5 A loop technology that is “**presumed acceptable for deployment**” is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.6 A “**non-standard xDSL-based technology**” is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 “**Continuity**” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).
- 2.8 “**Proof of Continuity**” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as “Proof of Continuity” or “Continuity Test.”
- 2.9 “**xDSL Capable Loop**” is a loop that a CLEC may use to deploy xDSL technologies.
- 2.10 “**Acceptance Testing**” shall be defined as the joint testing for xDSL loops between **SBC-12STATE**’s Technician, its Local Operations Center (“LOC”), and the CLECs designated test representative for the purpose of verifying Continuity as more specifically described in Section 8.
- 2.11 “**Line Share Turn-Up Test**” shall be defined as the testing for HFPL by **SBC-12STATE** as more specifically described in Section 8.
- 2.12 Plan of Record for Pre-Ordering and Ordering of xDSL and other Advanced Services (“**Plan of Record**” or “**POR**”) refers to **SBC-12STATE**’s December 7, 1999 filing with the FCC, including any subsequent modifications or additions to such filing.
- 2.13 The “**Splitter**” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

- 2.14 “Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED xDSL-CAPABLE LOOPS

- 3.1 Unless otherwise noted, all references to “loop” in Sections 3.1 - 3.8 includes SBC-12STATE’s HFPL offering unless otherwise noted.
- 3.2 SBC-12STATE will provide a loop for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in this Appendix. SBC-12STATE will not impose limitations on the transmission speeds of xDSL services; provided, however, SBC-12STATE does not guarantee transmission speeds, available bandwidth nor imply any service level. Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on HFPL loops that do not cause significant degradation with analog voice band transmission.
- 3.3 SBC-12STATE shall not deny CLEC’s request to deploy any loop technology that is presumed acceptable for deployment pursuant to state or federal rules unless SBC-12STATE has demonstrated to the state commissions in accordance with FCC orders that CLEC’s deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.4 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 SBC-12STATE and the state commission before or at the time of its request to deploy such technology within SBC-12STATE. 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.
- 3.5 In the event the CLEC wishes to introduce a technology that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 3.6 Liability
- 3.6.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or SBC-12STATE, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SBC-12STATE facilities, the 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. Notwithstanding any other provision of this Appendix, each Party (“Indemnifying Party”) shall release, defend and indemnify the other Party (“Indemnitee”) and hold Indemnitee harmless against any loss, or claim made by the Indemnifying Party’s end-user, arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee’s provision of splitter functionality under this Appendix.
- 3.6.2 For any technology, CLEC’s use of any SBC-12STATE network element, or its own equipment or facilities in conjunction with any SBC-12STATE network element, will not materially interfere with or impair service over any facilities of SBC-12STATE, its affiliated companies or connecting and concurring carriers involved in SBC-12STATE services, cause damage to SBC-12STATE’s plant, impair the privacy of a communications carried over SBC-12STATE’s facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, SBC-12STATE 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. Subject to Section 9.3 for HFPL, SBC-12STATE 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 **SBC-12STATE** does not believe the CLEC has made the sufficient showing of 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 Appendix. Any claims of network harm by **SBC-12STATE** must be supported with specific and verifiable supporting information.

3.7 Indemnification

- 3.7.1 Covered Claim: Notwithstanding any other provisions of this Appendix, each Party ("Indemnifying Party") will release, indemnify, defend and hold harmless the other Party ("Indemnatee") from and against any loss, liability, claim, or damage, including but not limited to direct, indirect or consequential damages, made against Indemnatee by any telecommunications
 - 3.7.2 service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnatee for which Indemnatee has sole responsibility and liability) caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party, or by the Indemnifying Party's provision of splitter functionality under this Appendix, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnatee (i.e., **SBC-12STATE**) and Indemnatee is requested by another telecommunications service provider to provide a voice grade service or facility to the end user.
 - 3.7.3 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, the Indemnifying Party will consult with Indemnatee 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 3.7.1 above and Indemnatee will bear no financial or legal responsibility whatsoever arising from such claims.
 - 3.7.4 Indemnatee agrees to fully cooperate with the defense of any Covered Claim. Indemnatee will provide written notice to the Indemnifying Party of any Covered Claim at the address for notice set forth herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to the Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnatee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies in the area affected by the claim, or the Indemnifying Party's provision of splitter functionality under this Appendix, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnatee will further cooperate with the Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnatee will promptly notify the Indemnifying Party of any settlement communications, offers or proposals received from claimants.
 - 3.7.5 Indemnatee agrees that Indemnifying Party will have no indemnity obligation under 3.7.1 above, and Indemnatee 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 Indemnatee's liability and in any case in which the Indemnifying Party's provision of splitter functionality under this Appendix is determined not to be the cause of any of Indemnatee's liability.
- 3.8 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. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

- 4.1 DSL-Capable Loops: For each of the loop types described in Sections 4.1.1 - 4.1.4 below, CLEC will, at the time of ordering, notify **SBC-12STATE** as to the Power Spectral Density (PSD) mask of the technology the CLEC will deploy.
- 4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 2-Wire xDSL Loop.
- 4.1.2 2-Wire Digital Loop: A 2-Wire Digital Loop for purposes of this Section is 160 Kbps and supports Basic Rate ISDN (BRI) digital exchange services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE and the rates in the associated Appendix Pricing.
- 4.1.3 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire Digital Loop transmission facility which supports IDSL services. The terms and conditions for the 2-Wire Digital Loop are set forth in the Appendix UNE. 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. The rates set forth in Appendix Pricing shall apply to this IDSL Loop.
- 4.1.4 4-Wire xDSL Loop: A 4-Wire xDSL loop for purposes of this section, is a copper loop over which a CLEC may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at CLEC's request. The rates set forth in Appendix Pricing shall apply to this 4-Wire xDSL Loop.
- 4.1.5 Sub-Loop: In locations where **SBC-12STATE** has deployed: (1) Digital Loop Carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line ("DAML") technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user, **SBC-12STATE** will make the following options available to CLEC:
- 4.1.5.1 Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of DSL, the CLEC has the option of requesting **SBC-12STATE** to make copper facilities available (subject to Section 4.6 below).
- 4.1.5.2 The CLEC has the option of collocating a DSLAM in **SBC-12STATE**'s Remote Terminal ("RT") at the fiber/copper interface point, pursuant to collocation terms and conditions. When the CLEC collocates its DSLAM at **SBC-12STATE** RTs, **SBC-12STATE** will provide CLEC with unbundled access to subloops to allow CLEC to access the copper wire portion of the loop.
- 4.1.5.3 Where the CLEC is unable to obtain spare copper loops necessary to provision a DSL service, and **SBC-12STATE** has placed a DSLAM in the RT, **SBC-12STATE** must unbundle and provide access to its packet switching. **SBC-12STATE** is relieved of this unbundling obligation only if it permits a requesting CLEC to collocate its DSLAM in **SBC-12STATE**'s remote terminal, on the same terms and conditions that apply to its own DSLAM. The rates set forth in Appendix Pricing shall apply to this subloop.

- 4.1.6 When **SBC-12STATE** is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in Sections 4.1.1-4.1.4 above. The CLEC will provide **SBC-12STATE** with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes.
- 4.1.6.1 xDSL technologies may only reside in the higher frequency ranges, preserving a “buffer zone” to ensure the integrity of voice band traffic.
- 4.2 When **SBC-12STATE** traditional retail POTS services are disconnected, **SBC-12STATE** will notify the CLEC that POTS service is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. All appropriate recurring and nonrecurring charges for the rearrangement and/or disconnect shall apply pursuant to Appendix Pricing.. Upon request of either Party, the Parties shall meet to negotiate rates, terms and conditions for such notification and disconnection.
- 4.3 **SBC-12STATE** shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.
- 4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where **SBC-12STATE** is not the retail POTS provider.
- 4.5 CLEC may provide voice and data services over the same loop by engaging in “line splitting” as set forth in paragraph 323-29 of the FCC’s Texas 271 Order (CC Docket 00-65 (FCC 00-238), released June 30, 2000). Consistent with that Order, **SBC-12STATE** shall not be required to provide low frequency voice service to CLEC “A” and high frequency data service to CLEC “B” on the same loop. Any line splitting between two CLECs shall be accomplished between those parties and shall not utilize the HFPL product, as defined in this Appendix. CLEC shall provide any splitters used for line splitting. To implement line splitting, CLEC may order, including using supporting OSS, loops, unbundled switching, collocater-to-collocater connections, and available cross-connects, under the terms and conditions set forth in this Appendix.
- 4.6 **SBC-12STATE** shall be under no obligation to provision xDSL capable loops in any instance where physical facilities do not exist. **SBC-12STATE** shall be under no obligation to provide HFPL where **SBC-12STATE** is not the existing retail provider of the traditional, analog voice service (POTS). This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the xDSL or HFPL service to be provided, and determine whether and what type of conditioning should be performed. CLEC shall pay **SBC-12STATE** for conditioning performed at CLEC’s request pursuant to Sections 7.1 and 7.2 below.
- 4.7 For each loop (including the HFPL), CLEC shall at the time of ordering notify **SBC-12STATE** as to the PSD mask of the technology the CLEC intends to deploy on the loop. If and when a change in PSD mask is made, CLEC will immediately notify **SBC-12STATE**. Likewise, **SBC-12STATE** will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. **SBC-12STATE** will use this formation for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide **SBC-12STATE** with a technical description of the technology (including power mask) for inventory purposes. Additional information on the use of PSD masks can be found in Section 10 below.
- 4.8 **SBC-12STATE** 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.

- 4.8.1 Upon request by CLEC, **SBC-12STATE** will cooperate in the testing and deployment of new xDSL technologies or may direct the CLEC, at CLEC's expense, to a third party laboratory of CLEC's choice for such evaluation.
- 4.8.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, **SBC-12STATE** will provide a loop to support the new technology for CLEC as follows:
 - 4.8.2.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then **SBC-12STATE** will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed; provided, however, conditioning on HFPL DSL circuits shall be provided consistent with the terms of Section 6.4.4 below.
 - 4.8.2.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop (as defined in this Attachment), the Parties make a good faith effort 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 Appendix.
 - 4.8.2.3 With the exception of HFPL access, which is addressed in Section 9 below, if **SBC-12STATE** or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then **SBC-12STATE** or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that **SBC-12STATE** or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.
- 4.8.3 Each Party must abide by Commission or FCC-approved spectrum management standards. **SBC-12STATE** will not impose its own standards for provisioning xDSL services. However, **SBC-12STATE** will publish non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

- 5.1 Splitter ownership:
 - 5.1.1 CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with **SBC-12STATE**'s standard collocation practices and procedure. When virtually collocated, **SBC-12STATE** will install, provision and maintain splitters under the terms of virtual collocation.
- 5.2 When physically collocated, CLEC-owned splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, **SBC-12STATE** will install the splitter in an **SBC-**

12STATE bay and **SBC-12STATE** will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.

- 5.3 Splitter provisioning will use standard SBC configuration cabling and wiring in **SBC-12STATE** locations. The CLEC-owned splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with **SBC-12STATE** Operations Support Systems ("OSS").
- 5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.5 All splitter equipment must be compliant with applicable national standards and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING

- 6.1 General: **SBC-12STATE** will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in **SBC-12STATE**'s Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that **SBC-12STATE** is providing any other CLEC and/or **SBC-12STATE**'s retail operations or its advanced services affiliate.
- 6.2 Loop Pre-Qualification: Subject to 6.1 above, **SBC-12STATE**'s pre-qualification will provide a near real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, **SBC-12STATE** will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.
- 6.3 Loop Qualification: Subject to 6.1 above, **SBC-12STATE** will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as **SBC-12STATE**'s retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.
 - 6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's Plan of Record when such information is contained in **SBC-12STATE**'s electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop order submitted at the rates set forth in Appendix Pricing.
 - 6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix Pricing.
 - 6.3.3 Detailed manual loop qualification includes all fields as described in SBC's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix Pricing.

- 6.4 All three categories of loop qualification are subject to the following:
- 6.4.1 If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.
 - 6.4.2 If a CLEC elects to have **SBC-12STATE** provide loop makeup through a manual process for information not available electronically, then the loop qualification interval will be 3-5 business days, or the interval provided to **SBC-12STATE**'s affiliate, whichever is less.
 - 6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that **SBC-12STATE** perform conditioning at charges set forth in Appendix Pricing. The CLEC may order the loop without conditioning or with partial conditioning if desired.
 - 6.4.4 For HFPL, if CLEC's requested conditioning will degrade the customer's analog voice service, **SBC-12STATE** is not required to condition the loop. However, should **SBC-12STATE** refuse the CLEC's request to condition a loop, **SBC-12STATE** will make an affirmative showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voice band services.

7. PROVISIONING

- 7.1 Provisioning: **SBC-12STATE** will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that no conditioning be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, **SBC-12STATE** will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.
- 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning **SBC-12STATE** is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 7.3 The provisioning intervals are applicable to every xDSL loop and HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
 - 7.3.1 The provisioning and installation interval for xDSL-capable loops, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a DSL-capable loop), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.
 - 7.3.2 For CLEC orders of more than 20 xDSL-capable loops per order or per end user location where no conditioning is requested, the provisioning and installation interval will be negotiated between the Parties.
 - 7.3.3 The provisioning and installation intervals for xDSL-capable loops where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation

interval applicable to **SBC-12STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less.

- 7.3.4 Orders for more than 20 xDSL-capable loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.
- 7.3.5 Orders to convert existing stand-alone DSL-capable UNE loops to line shared loops, regardless of quantity, will be handled as Special Projects. The interval for such conversions will be determined on a case-by-case basis and will be jointly agreed upon by the Parties.
- 7.3.6 The provisioning and installation interval for the HFPL UNE, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL UNE), on orders for 1-24 loops per order or per end-user location, will be 3 business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.3.7 For CLEC orders of 25 to 48 HFPL per order or per end user customer location where no conditioning is requested, the provisioning and installation interval will be 6 business days or as agreed upon by the parties.
- 7.3.8 For CLEC orders of 48 up to 99 HFPL per order or per end user location where no conditioning is requested, the provisioning and installation interval will be 7 business days, or as agreed upon by the Parties.
- 7.3.9 For CLEC orders of more than 99 HFPL per order or per end user location where no conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.
- 7.3.10 The provisioning and installation intervals for the HFPL UNE where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-24 HFPL per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to **SBC-12STATE**'s tariffed xDSL-based services or its affiliate's xDSL-based services where conditioning is required, whichever is less.
- 7.3.11 For CLEC order of more than 24 HFPL per order or per end user location where conditioning is requested, the provisioning and installation interval will be as agreed upon by the Parties.
- 7.3.12 For HFPL orders, intervals are contingent upon CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.
- 7.3.13 Subsequent to the initial order for a xDSL capable loop, subloop, or HFPL additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if 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. In addition, CLEC agrees that standard offered intervals do not constitute performance measurement commitments.
- 7.3.14 The CLEC, at its sole option, may request shielded cabling between network elements and frames within the central office for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. Tight Twist cross-connect wire will be used on all identified DSL services on all central office frames.

8. TESTING

- 8.1 **SBC-12STATE** and the CLEC agree to implement Acceptance Testing during the provisioning cycle for xDSL loop delivery. When **SBC-12STATE** provides HFPL, continuity is generally assumed as **SBC-12STATE** retail POTS service is operating at the time of the order. Generally, **SBC-12STATE** would not dispatch to provision HFPL, thus would not have a technician at the customer site to perform an acceptance test. However, **SBC-12STATE** will perform the routine Line Sharing Turn-Up Testing prior to the completion of a HFPL order.
- 8.2 Should the CLEC desire Acceptance Testing, it shall request such testing on a per xDSL loop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.
- 8.2.1 If the LSR was placed without a request for Acceptance Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of provisioning, the request may be added at any time; however, this may cause a new standard due date to be calculated for the service order.
- 8.3 Acceptance Testing Procedure:
- 8.3.1 Upon delivery of a loop to/for the CLEC, **SBC-12STATE**'s field technician will call the LOC and the LOC tester will call a toll free number provided by the CLEC to initiate performance of a series of Acceptance Tests.
- 8.3.1.1 For 2-wire digital loops that are not provisioned through repeaters or digital loop carriers, the **SBC-12STATE** field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.
- 8.3.1.2 For 2-wire digital loops that are provisioned through repeaters or Digital Loop Carrier, the **SBC-12STATE** field technician will not perform a short or open circuit due to technical limitations.
- 8.3.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL loops, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. The CLEC will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in Appendix Pricing.
- 8.3.3 If the Acceptance Test fails loop Continuity Test parameters, as defined by this Appendix for DSL loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, **SBC-12STATE** will re-contact the CLEC representative to repeat the Acceptance Test. When the aforementioned test parameters are met, the CLEC will provide **SBC-12STATE** with a confirmation number and **SBC-12STATE** will complete the order. If CLEC xDSL service does not function as desired, yet test parameters are met, **SBC-12STATE** will still close the order. **SBC-12STATE** will not complete an order that fails Acceptance Testing.
- 8.3.4 Until such time as the CLEC and **SBC-12STATE** agree, or industry standards establish, that their test equipment can accurately and consistently send signals through repeaters or Digital Loop Carriers, the CLEC agrees to accept 2-wire digital loops, designed with such reach extenders, without testing the complete circuit. Consequently, **SBC-12STATE** agrees that should the CLEC open a trouble ticket and an **SBC-12STATE** network fault be found by standard testing procedures on such a loop within ten (10) business days (in which it is determined by standard testing to be an **SBC-12STATE** fault), **SBC-12STATE**, upon CLEC request, will adjust the CLEC's bill to refund the recurring charge of such a loop until the fault has been resolved and the trouble ticket is closed.

- 8.3.5 **SBC-12STATE** will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by the CLEC when the CLEC cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-12STATE** may then close the order utilizing existing procedures, document the time and reason, and may bill the CLEC as if the Acceptance Test had been completed and the loop accepted, subject to Section 8.4 below.
- 8.3.6 If, however, a trouble ticket is opened on the loop within 24 hours and the trouble resulted from **SBC-12STATE** error as determined through standard testing procedures, the CLEC will be credited for the cost of the Acceptance Test. Additionally, the CLEC may request **SBC-12STATE** to re-perform the Acceptance Test at the conclusion of the repair phase again at no charge. This loop will not be counted as a successful completion for the purposes of the calculations discussed in Section 8.4 below.
- 8.3.7 Both Parties declare they will work together, in good faith, to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Appendix or any Public Utilities Commission or FCC ordered tariff, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any accepted changes in Acceptance Testing procedures require additional time and/or expense.

8.4 Acceptance Testing Billing

- 8.4.1 The CLEC will be billed for Acceptance Testing upon the effective date of this Appendix for loops that are installed correctly by the committed interval without the benefit of corrective action due to acceptance testing.

8.5 Cooperative Testing: (**SBC-13STATE**)

<u>REGION</u>	<u>TARIFF</u>
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)
Nevada Bell*	FCC No. 1; Sec. 13.3.5 (B)(1)
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)

* Nevada Bell Charges represent I/R Technicians and Central Office Maintenance respectively.

**Rates subject to tariff changes.

- 8.5.1 **SBC-13STATE** and CLEC agree to implement Cooperative Testing during the repair and maintenance cycle of xDSL capable loops delivery.
- 8.5.2 Should CLEC desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop upon issuance of the trouble ticket.
- 8.5.3 If the trouble ticket was opened without a request for Cooperative Testing, and the CLEC should determine that it is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a new due date will be calculated to account for the additional work.
- 8.5.4 **Cooperative Testing Procedure:**
- 8.5.4.1 The **SBC-13STATE** field technician will call the LOC and the LOC will contact the CLEC for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.
- 8.5.4.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Appendix for DSL capable loops, the technician will close out the trouble report and the LOC will bill for the cooperative testing.

- 8.5.4.3 If the Cooperative testing fails “Proof of Continuity” parameters, as defined by this Appendix for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with the CLEC on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the CLEC representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this Appendix for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact the CLEC for another cooperative testing.
- 8.5.4.4 **SBC-13STATE** will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by the CLEC when the CLEC cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes. **SBC-13STATE** may then close the trouble ticket, document the time and reason, and may bill the CLEC as if the Cooperative Test had been completed.
- 8.6 The charges for Acceptance and Cooperative Testing are provided in Appendix PRICING and/or the applicable tariff.
- 8.6.1 If requested by the CLEC, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime time charges calculated at one and one half times the standard price and premium time being calculated at two times the standard price.
- 8.7 Line Sharing Turn-Up Testing Procedures:
- 8.7.1 The Line Sharing Turn-Up Test will be performed only on HFPL orders. Line Sharing Turn-Up Test is comprised of several work steps to be completed by **SBC-12STATE**'s central office technician to ensure that no loads are present on the loop, cross-connects are verified, and the correct telephone number is verified on the cable pair leaving the central office.
- 8.7.2 Line Sharing Turn-Up Test will be completed by close of business one (1) day prior to due date.
- 8.7.3 Detailed procedures of this Line Sharing Turn-Up Test can be located in SBC's CLEC Handbook. CLECs will not be billed for the Line Sharing Turn-Up Test described in 8.7.1 above.

9. MAINTENANCE /SERVICE ASSURANCE

- 9.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.
- 9.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, **SBC-12STATE** shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, **SBC-12STATE** shall attempt to notify the end user and CLEC for permission any time **SBC-12STATE** repair effort has the potential of affecting service on the broadband portion of the loop. **SBC-12STATE** may proceed with repair of the voice circuit if unable to reach end- user after a reasonable attempt has been made to do so. When connected facility assignment or additional point of termination (CFA/APOT) change is required due to trouble, the pair change will be completed during the standard offered repair interval. CLEC agrees that standard offered intervals do not constitute performance measurement commitments.
- 9.3 **SBC-12STATE** will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals **SBC-12STATE** provides its advanced services affiliates for the HFPL.
- 9.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to **SBC-12STATE** and the problem is determined to be in the CLEC's network, the CLEC will pay **SBC-12STATE** the applicable

commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.

- 9.3.1.1 If **SBC-12STATE** isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by the CLEC data equipment or splitter, **SBC-12STATE** will notify the CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble.
- 9.3.2 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by the CLEC. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either CLEC or **SBC-12STATE**, the contacted Party will notify the other and provide contact names prior to **SBC-12STATE** "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.
- 9.3.3 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact **SBC-12STATE** to restore the HFPL.
- 9.3.4 In the event the trouble is identified and corrected in the CLEC equipment, **SBC-12STATE** will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket.
- 9.4 Maintenance, other than assuring loop continuity and balance on unconditioned or partially conditioned loops greater than 12,000 feet, will only be provided on a time and material basis. On loops where CLEC has requested recommended conditioning not be performed, **SBC-12STATE**'s maintenance will be limited to verifying loop suitability for POTS. For loops having had partial or extensive conditioning performed at CLEC's request, **SBC-12STATE** will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design. For loops under 12,000 feet, **SBC-12STATE** will remove load coils, repeaters and excessive bridge tap at no charge.
- 9.5 An **SBC-12STATE** will provide CLECs access to its legacy Mechanized Loop Testing (MLT) system and its inherent testing functions. Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing any intrusive test or so note such information on the CLEC's trouble documentation for non-mechanized tests.
- 9.6 CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to **SBC-12STATE** facilities and hereby agrees to release, defend and indemnify **SBC-12STATE**, and hold **SBC-12STATE** harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against **SBC-12STATE** by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.
- 9.7 **SBC-12STATE** will not guarantee that the local loop (s) ordered will perform as desired by CLEC for xDSL-based or other advanced services, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by **SBC-12STATE** beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.
- 9.8 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way without first coordinating with **SBC-12STATE**.

10. SPECTRUM MANAGEMENT

- 10.1 CLEC will advise **SBC-12STATE** of the PSD mask approved or proposed by T1.E1 that reflect the service performance parameters of the technology to be used. The CLEC, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering a xDSL-capable loop, CLEC will notify **SBC-12STATE** as to the type of PSD mask CLEC intends to use on the ordering form, and if and when a change in PSD mask is made, CLEC will notify **SBC-12STATE**. CLEC will abide by standards pertinent for the designated PSD mask type.
- 10.2 **SBC-12STATE** agrees that as a part of spectrum management, it will maintain an inventory of the existing services provisioned on the cable. **SBC-12STATE** may not segregate xDSL technologies into designated binder groups without Commission review and approval, or approved industry standard. **SBC-12STATE** shall not deny CLEC a loop based upon spectrum management issues, subject to 10.3 below. In all cases, **SBC-12STATE** will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by **SBC-12STATE**, as well as competitively neutral as between different xDSL services. Where disputes arise, **SBC-12STATE** and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, **SBC-12STATE** will, upon request from a CLEC, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.
- 10.3 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 Appendix, **SBC-12STATE** 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.
- 10.4 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, then **SBC-12STATE** 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. RESERVATION OF RIGHTS

- 11.1 The Parties acknowledge and agree that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147 (rel. March 31, 1999), its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999) and its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98 and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98 (rel. January 19, 2001) (collectively the "Orders"). By entering into this Agreement which makes available xDSL/HFPL and associated rates, terms and conditions, neither Party waives any of its rights with respect to such Orders. The Parties further acknowledge and agree that the rates, terms and conditions set forth herein are subject to any legal or equitable rights of review and

remedies (including agency reconsideration and court review). If 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, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to the Orders or any other proceeding, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX LIDB and CNAM – AS

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APPENDIX LIDB and CNAM - 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 the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 AMERITECH, SNET, and NEVADA do not own a LIDB. Additionally, SNET does not own a Calling Name (CNAM) Database. Both AMERITECH and SNET obtain data storage and administration for these Databases from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage for other carriers not a party to this Agreement. The terms, conditions, and prices for LIDB and/or CNAM Database data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using AMERITECH's and/or SNET's unbundled local switch ports as well as to accounts provided by CLEC's own switches pursuant to an Interconnection Agreement between CLEC and AMERITECH and/or SNET. Data storage and administration for all other data on SNET DG's LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and SNET DG.
- 1.3 NEVADA obtains data storage and administration for LIDB and CNAM Database from PACIFIC, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, condition's and prices for LIDB and/or CNAM data storage and administration in this Agreement will apply to CLEC's data storage and administration of CLEC's Line Records for accounts provided using NEVADA's unbundled local switch ports as well as to accounts provided by CLEC's own switches and connected to NEVADA's network pursuant to an Interconnection Agreement between Nevada and CLEC. Data storage and administration for all other data on PACIFIC's LIDB and CNAM Database must be obtained pursuant to a separate agreement between CLEC and PACIFIC.
- 1.4 Any use of the possessive in this Agreement as applied to AMERITECH, SNET, and NEVADA will not indicate ownership but shall have the relationship described in this Section 1.4.
- 1.5 **SBC Communications Inc. (SBC)** 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.

- 1.6 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.7 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 As used herein, **SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 As used herein, **AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.11 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

2. DEFINITIONS

- 2.1 **“Billing Clearinghouse”** means a billing and collection service bureau for Interexchange Carriers and other telecommunication companies which become members and wish to arrange for the billing and collection of services provided to End Users.
- 2.2 **“Account Owner”** means a telecommunications company, including **SBC-13STATE** 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 **“Administer or Administration”** means, for the purpose of this Appendix, the ability of an Account Owner to create, modify, update, or delete its Line Record information in LIDB through interfaces agreed to between the Parties.
- 2.4 **“Assignment Authority”** means a nine- to thirty-digit code-set that identifies an authorization hierarchy (also known as an object identifier). The format of the nine-digit code set is A-B-CCCC-DDD where “A” represents an international standards body, “B” represents a national standards body, “CCCC” represents a network operator, and “DDD” represents a local assignment. For code-sets from ten to thirty digits, the “DDD” section of the code is expanded to include the extra digits. An Assignment Authority plus a Custom ID comprise the unique identifier of a LIDB Custom Data Element.

- 2.5 **“Complete Screen”** means that the Query-originator was denied access to all of the information it requested in its Query.
- 2.6 **“Custom Data Element”** means a Data Element that applies to a specific LIDB or to a specific Account Owner on a specific LIDB. Custom Data Elements do not have a Transaction Capabilities Application Part (TCAP) ID. Instead, they have a unique combination of Assignment Authority and Custom ID. Custom Data Elements are not defined by Telcordia Technologies’ Generic Requirements. Validation, Originating Line Number Screening (OLNS), and CNAM Queries cannot retrieve custom Data Elements.
- 2.7 **“Custom ID”** means a unique two- to five-digit code-set assigned by a LIDB owner to each Custom Data Element stored in a LIDB. A Custom ID plus an Assignment Authority comprise the unique identifier of a LIDB Custom Data Element.
- 2.8 **“Data Clearinghouse”** means a service bureau for companies that arrange for the collection of data from various sources to arrange for the billing and/or provisioning of services that require data from multiple sources, including LIDB.
- 2.9 **“Data Element”** means a Line Record informational component that has a unique identifier. Data Elements are identified either as Custom Data Elements or as Standard Elements depending on the type of unique identifier.
- 2.10 **“Data Screening (or LIDB Data Screening)”** means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information returned to a Query-originator.
- 2.11 **“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 as well as the service logic that provides the transactional processing capability.
- 2.12 **“GetData”** means the capability of a LIDB owner to process and respond to GetData Queries as well as to create Custom Data Elements and Standard Data Elements accessible via GetData Query processing logic.
- 2.13 **“GetData Query”** means a specific LIDB Query-type transmitted over the CCS/SS7 network that allows a Query-originator to invoke LIDB GetData query processing logic and thereby extract data from LIDB.
- 2.14 **“Level 1 Data Screening”** means a security capability administered by a LIDB owner that gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, and per LIDB basis.
- 2.15 **“Level 2 Data Screening”** means a security capability that is Administered by a LIDB owner at the direction or request of an Account Owner or Query Originator.

This capability gives LIDB the ability to allow, deny, or limit the information it returns to a Query-originator on a per Data Element, per Query-Type, per Account Owner, and per LIDB basis.

- 2.16 **“Originating Line Number Screening (OLNS)”** means a specific LIDB Query-type that requests the originating call processing, billing, and service profiles of an telephone number.
- 2.17 **“Originating Point Code (OPC)”** means a 9-digit code that identifies the Service Platform from which a Query originates and to which a Response is returned.
- 2.18 **“Partial Screen”** means that the Query-originator, as identified in the appropriate layer of the query/message, is denied access to some of the information it requested in its Query.
- 2.19 **“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.
- 2.20 **“Query”** means a message that represents a request to a Database for information.
- 2.21 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an SBC-12STATE STP to the SCP where LIDB resides and back.
- 2.22 **“Response”** means a message that, when appropriately interpreted, represents an answer to a Query.
- 2.23 **“Standard Data Element”** means a data element in LIDB that has a unique Transaction Capabilities Application Part (TCAP) ID and is defined in Telcordia Technologies’ Generic Requirements documentation.
- 2.24 **“Terminating Point Code”** means a 9-digit code that identifies the network node that will receive a Query or a Response.
- 2.25 **“Service Platform”** means the physical platform that generates GetData Queries and is identified to LIDB by an Originating Point Code contained in the Query. A service platform may be a telephony switch, an SCP, or any other platform capable of correctly formatting and launching GetData Queries and receiving the associated Response.
- 2.26 **“Validation Information”** means an Account Owner’s records of all of its Calling Card Service and Toll Billing Exception Service.

- 2.27 “**Validation Query**” means collectively both Calling Card Query and Billed Number Screening (BNS) Query.

3. GENERAL DESCRIPTION

- 3.1 SBC-12STATE’s LIDB is connected directly to a Service Management System (SMS) and a database editor (i.e., LIDB Editor) that provide SBC-12STATE with the capability of creating, modifying, changing, or deleting, Line Records in LIDB. SBC-12STATE’s LIDB is also connected directly to an adjunct fraud monitoring system.
- 3.2 From time-to-time, SBC-12STATE 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 CLEC to update its Line Records with new or different information. Nothing herein shall require SBC-12STATE to make any enhancements to its LIDB except at its sole discretion.

4. SERVICE DESCRIPTION

- 4.1 Unbundled electronic access to the LIDB SMS provides CLEC with the capability to access and Administer CLEC’s Line Record Information in LIDB. Unbundled electronic access to the LIDB SMS is required for CLEC accounts associated with End Users that CLEC services from non-SBC end office switches and is optional for CLEC’s accounts associated with unbundled local switch ports.
- 4.2 CLEC cannot use any of the unbundled, electronic interfaces SBC-12STATE provides under this Appendix to access any Line Records CLEC might have in SBC-12STATE’s LIDB that are Administered by a company other than CLEC or that CLEC Administers through the Local Service Request (LSR) Process (as that term is discussed in Section 4.7).
- 4.3 Electronic Interfaces - Where available, SBC-12STATE 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 SBC-12STATE’s LIDB SMS that is equivalent to SBC-12STATE’s own service order entry process. Service Order Entry Interface allows CLEC to electronically transmit properly formatted records from CLEC’s service order process or other data source into the LIDB SMS. SWBT also provides the Service Order Entry Interface to requesting CLECs that use SWBT’s UNE local switch ports. PACIFIC,

AMERITECH, and SNET will also provide the Service Order Entry Interface to requesting CLECs that use those ILEC's UNE local switch ports within one hundred eighty days (180) upon request unless otherwise offered earlier.

- 4.3.1.2 CLEC will access the Service Order Entry Interface through a remote access facility (RAF). The RAF will provide SBC-12STATE with a security gateway for CLEC's access to the Service Order Entry Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to SBC-12STATE's Service Order Entry Interface. CLEC does not gain access to any other interface, database, operations support system, or other SMS.
- 4.3.1.3 SBC-12STATE will provide CLEC with the file transfer protocol specifications CLEC will use to Administer CLEC's data over the Service Order Entry Interface. CLEC acknowledges that transmission in such specified protocol is necessary for SBC-12STATE to provide CLEC with Data Base administration and storage.
- 4.3.1.4 CLEC can choose the Service Order Entry Interface as its only unbundled electronic interface to a SBC-12STATE's LIDB SMS or CLEC can choose to use this interface in conjunction with the Interactive Interface that SBC-12STATE provides under this Appendix. CLEC understands that if it chooses to use only the Service Order Entry Interface, CLEC will not have access to any data Administration capabilities available solely to the Interactive Interface that CLEC has chosen not to use (e.g., the ability to view Line Records in the SMS).
- 4.3.1.5 CLEC understands and agrees that its access to SBC-12STATE's LIDB SMS through the Service Order Entry Interface will be limited to its subscribers' Line Records that are not assigned to SBC-12STATE for Administration through the LSR Process.

4.3.2 Interactive Interface

- 4.3.2.1 The Interactive Interface provides CLEC with unbundled access to PACIFIC's and -SWBT's LIDB SMS that is equivalent to PACIFIC's and SWBT's access at its LIDB Data Base Administration Center (DBAC). Interactive Interface provides CLEC with the ability to have its own personnel access CLEC's records via an application screen that is presented on a computer monitor. Once CLEC has accessed one of its Line Records, CLEC can perform all of the data Administration tasks PACIFIC's and/or

SWBT's LIDB DBAC personnel can perform on PACIFIC's and/or SWBT's own Line Records. AMERITECH and SNET will provide CLEC with an Interactive Interface within one hundred twenty days (120) upon request unless otherwise offered earlier.

- 4.3.2.2 CLEC's access to the LIDB SMS through the Interactive Interface will be limited to CLEC's subscribers' Line Records that are not Administered through the LSR Process.
- 4.3.2.3 CLEC's access to the Interactive Interface will be through a remote access facility (RAF). The RAF will provide a security gateway for CLEC's access to the Interactive Interface. The RAF will verify the validity of CLEC's transmissions and limit CLEC's access to the Interactive Interface and the LIDB SMS. CLEC does not gain access to any other interface, database, operations support system, or other SMS through this Appendix.
- 4.3.2.4 CLEC will use hardware and software that is compatible with the LIDB administrative system CLEC will access through the Interactive Interface.
- 4.3.2.5 CLEC can choose to request the Interactive Interface as its only unbundled electronic interface to a LIDB SMS or CLEC can choose to use this interface in conjunction with the Service Order Entry Interface that SBC-12STATE provides under this Appendix. CLEC understands and agrees that if it chooses to use only the Interactive Interface, CLEC will not have access to any data Administration capabilities available solely to the Service Order Entry Interface that CLEC has chosen not to use.

4.4 Data Migration Interface

- 4.4.1 The Data Migration Interface provides CLEC the ability to migrate its entire data store from SBC-12STATE to another LIDB and/or CNAM Database provider.
- 4.4.2 Data Migration Interface is available for Line Records associated with switch-based CLECs that have electronic unbundled access to SBC-12STATE's LIDB SMS.
- 4.4.3 When CLEC is migrating its Line Record information to another LIDB and/or CNAM Database provider, CLEC will coordinate its move with the new Database provider.

- 4.4.3.1 CLEC will coordinate a meeting between its new Database provider and ~~SBC-12STATE~~'s LIDB system administrators to establish all dates for the exchange of Line Record information. CLEC is responsible for initiating all updates to network routing information such as the Calling Name Access Routing Guide (CNARG), LIDB Access Routing Guide (LARG), and Number Portability Administration Center (NPAC).
- 4.4.3.2 CLEC will use its electronic unbundled interface(s) to delete all Line Records from ~~SBC-12STATE~~'s LIDB and/or CNAM Database according to the schedule established by its new Database provider. Alternatively, CLEC may request ~~SBC-12STATE~~ to delete its records, however, such requests must be made in writing and may require CLEC to provide a complete list of all telephone numbers to be deleted.
- 4.4.3.3 In ~~SWBT~~ only, CLEC will update its LIDB Ballot to indicate that Line Records associated with conversion activity will result in the deletion of the Line Record from ~~SWBT~~'s LIDB.
- 4.4.3.4 ~~SBC-12STATE~~ will provide Data Migration information to CLEC's new LIDB and/or CNAM Database provider formatted as set forth in GR-2992-CORE, using a medium agreed to between ~~SBC-12STATE~~ and CLEC's new LIDB and/or CNAM Database provider.
- 4.4.4 When CLEC is migrating its LIDB and/or CNAM Line Record information to ~~SBC-12STATE~~, ~~SBC-12STATE~~ will coordinate with CLEC to establish all dates for the exchange of Line Record information as well as updates to network routing information such as the Calling Name Access Routing Guide (CNARG) and the LIDB Access Routing Guide (LARG). CLEC is responsible for all updates to the Number Portability Administration Center (NPAC) that will support its data migration.
- 4.4.5 ~~SBC-12STATE~~ will accept Data Migration information from CLEC's previous LIDB and/or CNAM Database provider in a format set forth in GR-2992-CORE using a medium agreed to between ~~SBC-12STATE~~ and CLEC's previous LIDB and/or CNAM Database provider.
- 4.4.6 CLEC is responsible for arranging for the deletion of its Line Record information from its prior LIDB and/or CNAM Database.

4.5 LIDB Editor Interface

- 4.5.1 LIDB Editor Interface provides CLEC with unbundled access to SBC-12STATE's LIDB Editor that is equivalent to SBC-12STATE's manner of access. LIDB Editor provides CLEC with emergency access to LIDB when a LIDB SMS is unable to access LIDB or is otherwise inoperable. SBC-12STATE will also provide CLEC with access to LIDB Editor if the remote access facility is inoperable or otherwise unable to allow CLEC to communicate with a LIDB SMS.
- 4.5.2 LIDB Editor Interface is not an interface to a LIDB SMS. LIDB Editor is an SCP tool accessible only by authorized SBC-12STATE employees. CLEC will have access to such SBC-12STATE employees only for the same purposes that SBC-12STATE has access to LIDB Editor.
- 4.5.3 SBC-12STATE 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 CLEC understands that its record access through the LIDB Editor Interface is limited to its subscribers' Line Records.
- 4.5.5 When CLEC uses the LIDB Editor Interface, CLEC agrees to complete all necessary documentation confirming its emergency update requests and submitting such documentation to SBC-12STATE at the time CLEC makes its update request. CLEC and SBC-12STATE will use such documentation to resolve any update disputes regarding CLEC's use of the LIDB Editor Interface.
- 4.5.6 LIDB Editor Interface bypasses LIDB system administration. This bypass results in discrepancies between LIDB SMS data and LIDB data. CLEC agrees that it will confirm all LIDB Editor Interface updates over the administrative interface it uses to Administer its Line Records once SMS update capability is restored. CLEC understands that if it does not confirm such updates its updates might become reversed during audit processing.

4.6 Audits

4.6.1 LIDB Audit

- 4.6.1.1 This audit is between the LIDB SMS and LIDB. This audit verifies that the LIDB SMS records match LIDB records. The LIDB Audit is against all Line Records and Group Record information in the LIDB SMS and LIDB, regardless of account ownership.
- 4.6.1.2 SBC-12STATE 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 SMS match the source of the Account Owner's Line Records.

4.6.2.2 For purposes of this audit, the source of CLEC's Line Records Administered through the LSR Process will be the ~~SBC-12STATE~~'s billing system that contains the LIDB data for such Account Owners.

4.6.2.3 For purposes of this audit, the source of CLEC's Line Records Administered through direct unbundled electronic interfaces shall be CLEC's system or process as identified by CLEC.

4.6.2.4 ~~SBC-12STATE~~ will provide CLEC with a file containing all of CLEC's Line Records in LIDB that CLEC Administers through unbundled electronic interface(s). ~~SBC-12STATE~~ will deliver such file(s) to CLEC electronically over the Service Order Entry Interface.

4.6.2.5 CLEC will use the file ~~SBC-12STATE~~ provides in Section 4.6.2.4 to audit CLEC's LIDB accounts against CLEC's data source and correct any discrepancies within fourteen (14) days from receipt of the audit file. CLEC will correct all discrepancies using the unbundled electronic interface(s) CLEC has requested under this Appendix.

4.6.2.6 ~~SBC-12STATE~~ will provide CLEC with scheduled and unscheduled Source Audits as set forth following: (i) ~~SBC-12STATE~~ will provide CLEC with a source audit file once per year. Such audit files will represent CLEC's entire data store of Line Records to which CLEC has administrative access. CLEC is responsible for initiating all requests for Source Audits. The Parties will mutually agree upon the dates such audit files will be provided; (ii) CLEC can request additional source audit files and ~~SBC-12STATE~~ will work cooperatively to accommodate all reasonable CLEC requests for such additional source audit files.

4.6.3 Data Screening Verification

- 4.6.3.1 SBC 12STATE will accept CLEC requests for verification of its Level 2 Data Screening requests only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by SBC-12STATE which the Parties agree SBC-12STATE may change from time to time.

4.7 LSR Process

- 4.7.1 The LSR Process allows CLEC to create and Administer CLEC's data through a bundled SBC-12STATE's service order flow. The LSR Process is only available to CLEC when CLEC is providing service to End Users using SBC-12STATE's UNE local switch ports.
- 4.7.2 The LSR Process is not an interface to the LIDB SMS. CLEC can obtain access to SBC-12STATE's LIDB SMS only through the electronic unbundled interfaces SBC-12STATE offers in Section 4.3 of this Appendix.
- 4.7.3 CLEC will not have direct access to any of its records in the LIDB administrative system that CLEC Administers through the LSR Process.
- 4.7.4 CLEC will provide complete information in its LSR to SBC-12STATE so that the LSR Interface can populate CLEC's line record completely, accurately, and in a timely manner. If CLEC's LSR does not contain information needed to populate a Standard Data Element in LIDB, SBC-12STATE will populate such Data Element with SBC-12STATE-defined default information. Such default derivation will apply to all CLECs using the LSR Process that also omit such Standard Data Element(s). Use of default information does not relieve CLEC of its responsibility for providing SBC-12STATE complete and accurate information. In the event SBC-12STATE populates CLEC's Line Records with default information under this paragraph, SBC-12STATE will not be responsible for any claim or damage resulting from the use of such default information, except in the event of SBC-12STATE's gross negligence or willful misconduct.
- 4.7.5 CLEC will provide to SBC-12STATE during the development process to create and Administer CLEC's Custom Data Element(s) what actions the LIDB SMS will take if CLEC omits Custom Data Element information from its LSR.
- 4.7.6 The following applies only to SWBT.
- 4.7.6.1 SWBT will transfer LIDB Line Records between local service providers (including SWBT) based on conversion activity either

with changes to End User information or without changes to End User information. An example of non-End User information is the Account Owner field.

4.7.6.2 CLEC will identify through a registration form or ballot that **SWBT** will make available to CLEC, how CLEC's Line Records will be created, transferred, or administered.

4.7.6.3 New Connect Activity. If CLEC has operational unbundled electronic interfaces, CLEC can identify whether **SWBT** will create LIDB Line Records based on an LSR for new connect activity or CLEC will create such Line Records.

4.7.6.4 Conversion Activity. CLEC will identify whether **SWBT** will convert LIDB Line Records from a previous local service provider (including **SWBT**) to CLEC with changes to End User information or without changes to End User information. If CLEC has operational, unbundled electronic interfaces and CLEC so desires, CLEC can choose to have **SWBT** delete LIDB Line Records rather than transfer such records to CLEC from the previous local service provider (including **SWBT**).

4.7.6.5 Ongoing Administration. CLEC will identify whether ongoing administration of its Line Records will be done by CLEC directly through its unbundled electronic interface or through the LSR Process.

4.8 Fraud Monitoring

4.8.1 **SBC-12STATE**'s fraud monitoring system(s) provides CLEC with alert messages. Alert messages indicate potential incidences of ABS-related fraud for investigation. **SBC-12STATE** will provide CLEC with an alert as set forth in Sections 6.4 through 6.5 of the General Terms and Conditions of the Agreement.

4.9 LIDB Data Screening

4.9.1 LIDB Data Screening is a security application that provides CLEC with the capability of allowing, denying, or limiting a Query originator's access to CLEC's data that is stored on **SBC-12STATE**'s LIDB(s). CLEC can apply such security application on a per-Originating Point Code, per-Query type, per-Data Element, and LIDB basis.

- 4.9.2 The ability to allow or limit Query originators to CLEC's data provides CLEC with the ability to use LIDB to create proprietary or custom services such as proprietary calling cards or other services based upon LIDB data.
- 4.9.3 SBC-12STATE will not share with CLEC the Level 2 Data Screening decisions of any other Account Owner in LIDB. However, SBC-12STATE will work cooperatively with CLEC to implement and manage CLEC's Data Screening needs.

5. MANNER OF PROVISIONING

- 5.1 SBC-12STATE will provide to CLEC, on request, SBC-12STATE-specific documentation regarding record formatting and associated hardware requirements of the interfaces SBC-12STATE provides for LIDB data Administration when CLEC chooses to use such interfaces.
- 5.2 CLEC will obtain, at its own expense, all necessary documentation, including documentation regarding record formatting and associated hardware requirements.
- 5.3 SBC-12STATE will input information provided by CLEC into LIDB for the NPA-NXXs and/or NXX-0/1XXs that CLEC will store in SBC-12STATE's LIDB. CLEC shall provide all information needed by SBC-12STATE to fully and accurately populate all Standard Data Elements in 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 Forecasts
 - 5.4.1 CLEC will furnish, prior to the initial load of CLEC's data, and as requested by SBC-12STATE thereafter, the following forecast data:
 - 5.4.1.1 the number of working lines per account group;
 - 5.4.1.2 the number of working line numbers to be established;
 - 5.4.1.3 the average number of monthly changes to these records;
 - 5.4.1.4 the number of busy hour queries, by query type; and
 - 5.4.1.5 the number of annual queries by query type.
 - 5.4.2 CLEC will furnish, prior to any development CLEC will undertake to create any Custom Data Element, the following forecast information:
 - 5.4.2.1 The size of the Data Element in terms of bytes;

- 5.4.2.2 The frequency of updates on a per-Custom Data Element Basis;
 - 5.4.2.3 The number of Line Records to which the Custom Data Element will apply; and
 - 5.4.2.4 The number of monthly busy hour queries that will request the new Custom Data Element(s).
- 5.4.3 If SBC-12STATE, at its sole discretion, determines that it lacks adequate storage or processing capability, prior to the initial loading of CLEC information, SBC-12STATE will notify CLEC of SBC-12STATE's inability to provide the Custom Data Element until such time as SBC-12STATE gains adequate SMS and/or LIDB data storage and Administration and/or processing capability. Customer will request such additional data storage and Administration and/or processing capability through the Bona Fide Request (BFR) process and SBC-12STATE will have no liability to CLEC while SBC-12STATE gains such needed data storage and administration and/or processing capability.
- 5.5 CLEC may submit updated or changed forecasts due to unforeseen events at any time and SBC-12STATE encourages CLEC to submit such forecasts as soon as practical. SBC-12STATE may request revised forecasts, but no more frequently than every six (6) months and then only if SBC-12STATE has reason to believe there may be significant error in CLEC's latest forecast.
- 5.6 CLEC will furnish all Line Records and Group Records in a format required by SBC-12STATE to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 5.7 CLEC is solely responsible for all Line Records for which CLEC is the Account Owner. This includes all data, data Administration, Line Records that CLEC creates, Line Records that SBC-12STATE creates on CLEC's behalf, or Line Records that are transferred to CLEC as a result of CLEC becoming the provider of local service to the End User(s) associated with such Line Records.
- 5.8 The unbundled electronic interfaces offered in this Appendix are the sole means through which CLEC can directly administer its Line Records in SBC-12STATE's LIDB.
- 5.9 CLEC will Administer its data in SBC-12STATE's LIDB in such a manner that accuracy of response information and consistency of available data contained within the LIDB are not adversely impacted. CLEC's Administrative responsibility includes, but is not limited to:
- 5.9.1 Populating all Standard Data Elements defined for SBC-12STATE's LIDB.

- 5.9.2 Deleting Line Records from ~~SBC-12STATE~~'s LIDB when CLEC migrates Line Record from an ~~SBC-12STATE~~'s LIDB to another LIDB or LIDB-like Database unless CLEC otherwise arrange with ~~SBC-12STATE~~ to delete such records on CLEC's behalf.
- 5.9.3 Deleting Line Records from ~~SBC-12STATE~~'s LIDB associated with End Users that disconnect from or otherwise leave CLEC's service.
- 5.9.4 If CLEC resells the services associated with its Line Records to a third party, and those Line Records remain in an ~~SBC-12STATE~~'s LIDB, CLEC will administer those records through the unbundled electronic interfaces ~~SBC-12STATE~~ offers in Sections 4.3 through 4.3.2.5 of this Appendix, so that companies that query the ~~SBC-12STATE~~'s LIDB will receive correct and current information regarding the reseller's identity and the services the reseller provides to its subscribers.
- 5.9.5 If CLEC has operational unbundled electronic interfaces and CLEC has chosen to create its own records in LIDB, CLEC will create its records within twenty-four (24) hours of ~~SBC-12STATE~~'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.
- 5.9.6 If CLEC administers its Line Records directly through unbundled electronic interfaces and CLEC does not provide service using an ~~SBC-12STATE~~'s UNE local switching port, CLEC will delete its LIDB Line Records associated with an End-User disconnecting telecommunications service. CLEC will delete such Line Records within twenty-four (24) hours of the End User's disconnection.
- 5.10 CLEC will use either the LSR Process or an unbundled electronic interface(s) for all accounts that use the same NECA, Inc. company code.
- 5.11 If CLEC begins providing local services before CLEC completes and returns to ~~SWBT~~ its LSR Process registration form, ~~SWBT~~ will treat CLEC's LSRs as if CLEC has elected to Administer all activity on its Line Records directly through an unbundled electronic interface.
- 5.12 ~~SBC-12STATE~~ will provide the capability needed to perform query/response functions on a call-by-call basis for CLEC's Line Records residing in an ~~SBC-12STATE~~ LIDB.
- 5.13 With respect to all matters covered by this Appendix, each Party shall adopt and comply with ~~SBC-12STATE~~'s standard operating methods and procedures and shall observe the rules and regulations that cover the Administration of the LIDB SMS and

the fraud monitoring system, as set forth in SBC-12STATE practices. The Parties acknowledge that SBC-12STATE may change those practices from time to time.

- 5.14 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 SBC-12STATE's LIDB is the responsibility of SBC-12STATE. CLEC acknowledges and agrees that SBC-12STATE, in its role as system administrator, may need to access any record in LIDB, including any such records administered by CLEC over unbundled electronic interfaces. SBC-12STATE will limit such access to those actions necessary, in its reasonable judgement, to ensure the successful operation and Administration of SBC-12STATE's SCP and LIDB.
- 5.15 If CLEC creates its Line Records directly through unbundled electronic interfaces, CLEC 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. CLEC will also not have to provide its end-user marketing and/or service information for LIDB on an LSR if CLEC will perform ongoing Administration of its Line Records directly through unbundled electronic interfaces.
- 5.16 SBC-12STATE will, at its sole discretion, allow or negotiate any access to an SBC-12STATE's LIDB. CLEC does not gain any ability, by virtue of this Appendix, to determine what companies are allowed to access information in an SBC-12STATE's LIDB. CLEC acknowledges that when SBC-12STATE allows an entity to access SBC-12STATE's LIDB, such Query originators will also have access to CLEC's data that is also stored in such SBC-12STATE's LIDB unless CLEC otherwise invokes Level 2 Data Screening.
- 5.17 The following applies only to SWBT
- 5.17.1 SWBT will identify Line Records it transfers to CLEC's ownership without changes in end-user information by setting the record status indicator of the Line Record to a transitional value. CLEC 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 CLEC does not make its confirmation within seven (7) days, of the transfer, SWBT will convert all billing indicators of said Line Record to a denial value. If such Line Record continues to remain in transitional status, SWBT will consider the Line Record abandoned by CLEC 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 will count the day of the record's creation as zero (0). SWBT's ability to delete such Line Records does not relieve CLEC of its responsibility to Administer its records accurately and in a timely manner.

- 5.17.2 If CLEC elects to have SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity, and CLEC elects to have such records transferred without changes to end-user data, SWBT will transfer all pre-existing end-user information, including calling card information, to CLEC'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 CLEC on its LSR, or default information created from a lack of CLEC's entry of data.
- 5.17.3 If CLEC elects to have SWBT transfer ownership of LIDB Line Records to CLEC as a result of routine LSR activity and CLEC elects to have such records transferred with changes to end-user data, SWBT will change every data element in the LIDB Line Record as part of the transfer of ownership. However, SWBT will not mark such records as transitional. SWBT will change all LIDB Line Record Data Elements based on CLEC's LSR that initiated the Line Record's transfer of ownership. If CLEC did not populate all LIDB Standard Data Elements on its LSR, SWBT will create default values for the Data Elements or derive the values for those Data Elements based on other LSR entries.

5.18 LIDB Data Screening

- 5.18.1 SBC-12STATE is solely responsible for initiating, modifying, or deactivating Level 1 Data screening. CLEC is solely responsible for initiating, modifying, or deactivating Level 2 Data Screening.
- 5.18.2 CLEC understands that requests to allow, deny, or limit a Query originator's access to CLEC's data will apply to the point code associated with the service platform that launches the LIDB Query. As such, all entities that Query LIDB through a single originating point code will be affected by CLEC's Level 2 Data Screening decisions regarding such Originating Point Code.
- 5.18.3 CLEC will use an interface designated by SBC-12STATE to notify SBC-12STATE of CLEC's Level 2 Data Screening requests. SBC-12STATE will accept such blocking requests from CLEC only from CLEC's authorized source, as identified through passwords or other authorization process(es) designated by SBC-12STATE. CLEC will provide such Level 2 Data Screening requests according to time frames set forth in SBC-12STATE's operating procedures, which the Parties agree SBC-12STATE may change from time to time at its sole discretion. SBC-12STATE shall not be responsible for any claims related to untimely or incorrect blocking requests.

- 5.18.4 CLEC will Administer its LIDB Data Screening Requests according to methods and procedures developed by SBC-12STATE which the Parties agree SBC-12STATE may change from time to time at its sole discretion. The Parties will work cooperatively to administer CLEC's Level 2 Data Screening in a timely and efficient manner.
- 5.18.5 If an entity with appropriate jurisdictional authority determines that SBC-12STATE cannot offer Level 2 Data Screening and/or determines that SBC-12STATE cannot comply with CLEC's request for Level 2 Data Screening, the Parties agree that SBC-12STATE will not abide by CLEC's requests for such Data Screening and SBC-12STATE will not have any liability to CLEC for not providing such Data Screening.
- 5.18.6 If CLEC, or CLEC's affiliate(s), also originate queries to SBC-12STATE's LIDB(s) and CLEC and/or CLEC's affiliate(s) has obtained a ruling from a regulatory or judicial entity having appropriate authority, that its Queries cannot be screened from the data of any or all Account Owner(s) in SBC-12STATE's LIDB, CLEC may not request Level 2 Data Screening to limit or restrict its data to any or all Query originators. If CLEC has already obtained Level 2 Data Screening prior to its or its affiliate obtaining such regulatory or judicial ban, the Parties agree that SBC-12STATE can remove any prior Level 2 Data Screening requests that CLEC has made in accordance with such jurisdictional or regulatory directive.
- 5.18.7 CLEC understands that LIDB Data Screening is a capability of a LIDB and can apply only to CNAM information when such information is part of a LIDB rather than a stand-alone CNAM Database.
- 5.18.8 CLEC understands that decisions to limit or deny its data to Query originators might result in denial of service or impairment of service to its End Users when such End Users attempt to use services provided by the Query originator and those services rely on LIDB data.
- 5.18.9 CLEC is responsible for resolving all disputes regarding its decision to deploy or not deploy Level 2 Data Screening with Query originators. CLEC agrees that, based upon a request from a Query originator, SBC-12STATE will identify to such Query originator the presence of Level 2 Data Screening.
- 5.18.10 CLEC understands that SBC may offer a reverse form of LIDB Data Screening to Query originators that allow such originators to limit or deny the data they receive from SBC-12STATE's LIDB on an Account Owner basis. CLEC further understands that where available, SBC-12STATE will honor such requests from Query originators.

5.19 Custom Data Elements

- 5.19.1 The Parties will work together for the creation of Custom Data Elements that are specific to CLEC's Line Records as set forth following:
- 5.19.2 **SBC-12STATE** will establish all Assignment Authorities and Custom Ids for all Account Owners for all Custom Data Elements.
- 5.19.3 The Parties will work cooperatively to develop Custom Data Elements in an efficient manner.
- 5.19.4 CLEC will confirm to **SBC-12STATE**'s SMS administrators that CLEC has established processes or procedures that will maintain the accuracy, consistency, and timeliness of the Custom Data Elements CLEC requests to create. **SBC-12STATE** will, upon request, work with CLEC to recommend processes and procedures that may assist CLEC in its efforts. To the extent that any new process or procedure will result in changes to **SBC-12STATE**'s SMS or its interfaces, including the LSR process, such changes will be done pursuant to the BFR Process.
- 5.19.5 Requests to create Custom Data Elements that require the addition of hardware and/or software on **SBC-12STATE**'s LIDB and/or LIDB SMS will be provided pursuant to the BFR Process.
- 5.19.6 CLEC will abide by **SBC-12STATE** methods and procedures for creating Custom Data Elements.
- 5.19.7 CLEC will Administer all Custom Data Elements it creates through the same data administration interface it uses to administer its Standard Data Elements.
- 5.19.8 If CLEC uses the LSR Process to administer its data and CLEC requests creation of Custom Data Elements, CLEC is responsible for initiating, through Change Management, the needed changes to the LSR and Operations Support Systems that are needed, including audit processes, to support such data administration. All such changes will be made pursuant to the BFR Process.
- 5.19.9 The Parties agree that all Custom Data Elements are the proprietary property of the Account Owner associated with the Custom Data Element. CLEC will not ask for, and **SBC-12STATE** will not provide, CLEC with a list of other Account Owners' Custom Data Elements.
- 5.19.10 CLEC is responsible for identifying to **SBC-12STATE**, through a process or procedure established by **SBC-12STATE** what Originating Point Codes are allowed and/or not allowed, to access CLEC's Custom Data Elements.

5.19.11 CLEC will not create a Custom Data Element when a Standard Data Element has already been deployed on SBC-12STATE's LIDB. If CLEC has created a Custom Data Element and a Standard Data Element is subsequently deployed on SBC-12STATE's LIDB for the same Data Element, CLEC will convert its Custom Data Element to a Standard Data Element. The Parties will work cooperatively to effect such conversion as quickly as possible.

6. BILLING

6.1 When SBC-13STATE or a third party queries CLEC's data in LIDB and receives a response verifying the End User's willingness to accept charges for the service being provided, CLEC will provide for billing as set forth in either Section 6.1.1 or 6.1.2 of this Appendix.

6.1.1 CLEC will bill the appropriate charges to its End Users, on behalf of SBC-13STATE or a third party.

6.1.2 CLEC will provide to SBC-13STATE or the third party all necessary billing information needed by SBC-13STATE or the third party to bill the End User directly.

6.2 CLEC understands that if CLEC chooses the option set forth in Section 6.1.2 of this Appendix, other providers, including SBC-13STATE, may choose to deny services to CLEC's subscribers.

6.3 SNET will charge CLEC a One-Time Administrative Fee Charge ("One Time Charge") as set forth in Appendix Pricing. Additional Administrative Fee Charges ("Additional Charges"), approved in writing by CLEC and incurred by SNET during Service set up shall be passed on to CLEC on an individual case basis. CLEC shall pay such One Time Charge upon execution of this Appendix and any approved Additional Charges at the time such charges are incurred by SNET and billed to CLEC, in accordance with SNET's invoice.

7. PRICE AND PAYMENT

7.1 AMERITECH will charge CLEC \$2.00 for every Line Record update it accepts from CLEC via a manual fax. The foregoing notwithstanding, nothing in this Agreement requires AMERITECH to accept a faxed request for Line Record updates. All requests for faxed updates will be negotiated in advance between CLEC and AMERITECH. AMERITECH will not accept a fax for any Line Record associated with accounts provided on CLEC's own switches or accounts administered through CLEC's unbundled electronic interface(s).

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, SBC-12STATE will not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunctions 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 SBC-12STATE. Any such losses or damages for which SBC-12STATE is held liable under this Appendix shall be limited to actual direct damages, and shall in no event exceed the amount of charges incurred for a LIDB administrative system during the period beginning at the time SBC-12STATE 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, SBC-12STATE will not be liable for any losses or damages arising out of SBC-12STATE's administration of fraud monitoring or Automatic Fraud Monitoring systems.
- 9.3 In addition to any other indemnity obligations set forth in this Agreement, CLEC agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of SBC-12STATE's provision of service under this Appendix. This provision shall not apply to any losses, damages or other liability for which SBC-12STATE is found liable as a result of its sole negligence.
- 9.4 In addition to any other indemnity obligations set forth in this Agreement, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly arising out of SBC-12STATE's administration of SBC-12STATE'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 SBC-12STATE 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, CLEC further agrees to release, indemnify, defend, and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC'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, CLEC further agrees to release, indemnify, defend and hold harmless SBC-12STATE from any and all claims, demands, or suits brought by a third party against SBC-12STATE, directly or indirectly, arising out of CLEC's refusal to provide billing as set forth in Section 6.1.2 of this Appendix.

10. DISCLAIMER OF WARRANTIES

10.1 SBC-12STATE 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 FRAUD MONITORING SYSTEM, THE AUTOMATIC FRAUD MONITORING SYSTEM, OR ANY INTERFACES REFERENCED IN THIS APPENDIX. ADDITIONALLY, SBC-12STATE ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY CLEC WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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 the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 Neither **SBC-AMERITECH** nor **SNET** own a LIDB. Additionally, **SNET** does not own a CNAM Database. Both **SBC-AMERITECH** and **SNET** obtain these services from SNET Diversified Group (SNET DG). SNET DG is a third-party Database provider of LIDB and CNAM Database Services, which also provides Database storage and administration for other carriers not a party to this Agreement. The terms, conditions, and prices for query access in this Agreement will apply to CLEC's Query access of **SBC-AMERITECH**'s and **SNET**'s data on SNET DG's Database. Query access to all other data on SNET DG's LIDB and CNAM Database will be pursuant to an agreement between CLEC and SNET DG. Any use of the possessive in this Agreement as applied to **SBC-AMERITECH** and **SNET** will not indicate ownership but shall have the relationship described in this paragraph 1.2.
- 1.3 SBC Communications Inc. (SBC) 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 d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.4 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-12STATE** means the applicable above listed ILECs doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 As used herein, **SBC-SWBT** means the applicable above listed ILECs doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.7 As used herein, **SBC-AMERITECH** means the applicable above listed ILECs doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

- 1.8 As used herein, **PACIFIC** means the applicable above listed ILECs doing business in California.
- 1.9 As used herein, **SNET** means the applicable above listed ILECs doing business in Connecticut.

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 **SBC-13STATE** 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 **SBC-12STATE** Database.
- 2.6 **“Query Transport Rate”** means a per-query usage rate that applies to certain Queries transported from an **SBC-12STATE** 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 CLEC with certain line information that CLEC may use to facilitate completion of calls or services. **SBC-12STATE** provides LIDB Service Validation and Originating Line Number Screening (OLNS) Queries pursuant to the terms and conditions specified in the following tariffs:
- 3.1.1 Tariff FCC No. 2 (applicable only to **SBC-AMERITECH**)
- 3.1.2 Tariff FCC No. 73 (applicable only to **SBC-SWBT**)
- 3.1.3 Tariff SNET Connecticut Access Tariff (applicable only to **SNET**)

3.1.4 Tariff FCC No. 128 (applicable only to **PACIFIC**)

- 3.2 **SBC-12STATE** will provide CLEC with access to **SBC-12STATE**'s CNAM Database for CNAM Query except **SBC-AMERITECH** will provide access to its CNAM Database after May 17, 2000. CNAM Query allows CLEC to retrieve the name associated with a calling number for use in CLEC's Calling Name Delivery Service (CNDS).
- 3.3 All CLEC CNAM Queries to **SBC-12STATE**'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. CLEC acknowledges that such subsystem number and translation type values are necessary for **SBC-12STATE** to properly process Queries to its CNAM Database.
- 3.4 CLEC 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 **SBC-12STATE**'s CCS/SS7 network. CLEC further agrees that **SBC-12STATE**, at its sole discretion, shall employ certain automatic and/or manual overload controls within **SBC-12STATE**'s CCS/SS7 network to guard against these detrimental effects. **SBC-12STATE** will report to CLEC any instances where overload controls are invoked due to CLEC's CCS/SS7 network and CLEC agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- 3.5 Prior to **SBC-12STATE** initiating service under this Appendix, CLEC shall provide an initial 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, **SBC-12STATE**, at its sole discretion, determines that it lacks adequate processing capability to provide LIDB Service and/or CNAM Query to CLEC, **SBC-12STATE** shall notify CLEC of **SBC-12STATE**'s intent not to provide the services under this Appendix and this Appendix will be void and have no further effect. Such termination will be without penalty to **SBC-12STATE**.
- 3.6 CLEC will update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. CLEC 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 CLEC understands that access to **SBC-12STATE**'s LIDB and/or CNAM Database may not provide CLEC with access to all of the data of all Account Owners in **SBC-12STATE**'s LIDB and/or CNAM Database. When a region in **SBC-12STATE** implements LIDB Data Screening by Account Owner, certain Account Owners may choose to limit or restrict CLEC from accessing their data. CLEC understands that **SBC-12STATE** will comply with Account Owners' requests to so limit or restrict

their data. Should CLEC desire access to any restricted Account Owner's LIDB Information, CLEC understands that any requests and negotiations for such access to the Account Owner's LIDB Information will be between CLEC and said Account Owner.

- 3.8 Account Owners are solely responsible for the accuracy and completeness of the Line Records they store in SBC-12STATE's LIDB and/or CNAM Database; accordingly SBC-12STATE is not responsible for the accuracy or completeness of those Line Records. CLEC will resolve any disputes regarding data accuracy with the appropriate Account Owner.
- 3.9 SBC-12STATE provides LIDB Service and/or CNAM Database as set forth in this Appendix only as such services are used for CLEC's activities on behalf of CLEC's local service customers where SBC-13STATE is the incumbent local exchange carrier. CLEC agrees that any use of SBC-12STATE's LIDB, for the provision of LIDB Service Applications and/or CNAM Query by CLEC outside of the area where SBC-13STATE 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 CLEC will pay SBC-12STATE a per-Query rate for each Query initiated into SBC-12STATE's LIDB and/or CNAM Database. CLEC will also pay SBC-12STATE a per-Query Transport Rate for each Validation and OLNS Query initiated into SBC-12STATE's LIDB and for each CNAM Query initiated into SBC-SWBT's LIDB. These rates are set forth in Appendix Pricing.
- 4.2 CLEC will pay a Service Establishment Nonrecurring Charge for each point code CLEC 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 CLEC 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 SBC-SWBT and SBC-AMERITECH. The Service Order Nonrecurring Charge is set forth in Appendix Pricing.
- 4.4 CLEC will make payment to SBC-12STATE 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 Except as set forth in Section 4.11, SBC-12STATE will record usage information for CLEC's LIDB Service Queries and/or CNAM Queries terminating to SBC-12STATE's LIDB. SBC-12STATE 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 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 CLEC will notify **SBC-12STATE** when CLEC discontinues use of an OPC used to Query LIDB and/or CNAM Database.
- 4.8 **SBC-12STATE** 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 CLEC uses a single OPC to originate Queries to **SBC-12STATE**'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 CLEC's CLEC operations within **SBC-12STATE**'s incumbent serving areas and when such Queries support other uses of CLEC's service platforms.
- 4.10 If CLEC operates in more than one (1) State in **SBC-SWBT**'s or **SBC-AMERITECH**'s incumbent region(s), **SBC-SWBT** and/or **SBC-AMERITECH** will apply company-level rates to the LIDB Services and/or CNAM Query provided to CLEC under this Agreement. **SBC-SWBT** and/or **SBC-AMERITECH** 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.
- 4.11 The following applies only to **PACIFIC**:
- 4.11.1 Except as set forth in Sections 4.11.2 through 4.11.6, **PACIFIC** will record usage information for CLEC's LIDB Service Queries terminating to **PACIFIC**'s LIDB. **PACIFIC** will use its SCPs as the source of usage data.
- 4.11.2 Until such time as **PACIFIC** has the usage recording ability set forth in Section 4.5 above, CLEC will provide **PACIFIC** with usage information from which **PACIFIC** will bill CLEC for both CLEC's access and CLEC's Query-originating carrier customers' access to **PACIFIC**'s Calling Name Database and to **PACIFIC**'s LIDB for OLNS Queries. CLEC will provide such information to **PACIFIC** on a monthly basis by a date agreed to by **PACIFIC** and CLEC. CLEC will deliver such information to locations specified by **PACIFIC**. If CLEC uses a third-party's network to access **PACIFIC**'s Calling Name Database and/or **PACIFIC**'s LIDB for OLNS Queries, and CLEC's third-party network provider can record and provide **PACIFIC** with recordings of CLEC's usage, **PACIFIC** will accept such

usage provided that the requirements in this Section 4.11 will apply to CLEC's third-party network provider.

- 4.11.3 CLEC will provide to, or cause to be provided to, **PACIFIC** CNAM Query and/or OLNS Query usage information at no additional charge to **PACIFIC**. CLEC will either aggregate such usage by Originating Point Code or CLEC will provide **PACIFIC** with reports that identifies usage by Originating Point Code. CLEC and **PACIFIC** will agree upon the format and media type that CLEC will use to provide such usage data to **PACIFIC**. CLEC understands and agrees that **PACIFIC** cannot identify access by Account Owner until **PACIFIC** has the capability set forth in Section 4.5 above. When **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** will bill CLEC based upon **PACIFIC**'s own usage recordings as set forth in Section 4.5 above.
- 4.11.4 **PACIFIC** will have the right to audit, at its expense, all source documents, systems, records, and procedures, to verify usage Information submitted by CLEC.
- 4.11.5 While the provisions in Section 4.11 are in effect, CLEC agrees that **PACIFIC** will bill CLEC for all CNAM Queries and/or OLNS Queries CLEC originate or transports to **PACIFIC**'s network. CLEC will recover from its Query-originating carrier customers (if any) any charges associated with their access to **PACIFIC**'s Calling Name Database or **PACIFIC**'s LIDB for OLNS Queries, including such charges from **PACIFIC**. CLEC agrees that it will not bill its Query-originating carrier customers for any usage that CLEC has not reported to **PACIFIC** for billing. Once **PACIFIC** has the ability set forth in Section 4.5 above, **PACIFIC** and CLEC will jointly determine which, if any, of CLEC's Query-originating carrier customers will be direct-billed from **PACIFIC** as set forth in Section 4.5 above.
- 4.11.6 Based upon the data identified in Section 4.5 of this Appendix, **PACIFIC** will bill CLEC for its LIDB Service Queries on a monthly basis.

5. OWNERSHIP OF INFORMATION

- 5.1 Telecommunications companies depositing information in **SBC-12STATE**'s LIDB and/or CNAM Database (i.e., Account Owners) retain full and complete ownership and control over such information. CLEC obtains no ownership interest by virtue of this Appendix.
- 5.2 Unless expressly authorized in writing by the Parties, CLEC will use LIDB Service and/or CNAM Query only for purposes described in this Appendix. CLEC may use LIDB Service and/or CNAM Query for such authorized purposes only on a call-by-call basis. CLEC may not store for future use any non-CLEC data that CLEC access from **SBC-12STATE**'s LIDB. **SBC-12STATE** agrees that CLEC 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 CLEC's facilities usage needs, and for engineering, capacity, and network planning. CLEC agrees that SWBT **SBC-12STATE** may use statistics for the same purposes. CLEC may aggregate individual LIDB statistics regarding the number of CLEC's LIDB Queries and similar type of information during a specified time period, such as a month or a year. CLEC will only publish such statistics in aggregate form and will ensure that the all non-CLEC names are redacted and cannot reasonably be identified from the published materials.

- 5.3 Proprietary information residing in **SBC-12STATE**'s LIDB and/or CNAM Database is protected from unauthorized access and CLEC 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 CLEC will not copy, store, maintain, or create any table or database of any kind based upon information receives in a Response from **SBC-12STATE**'s LIDB and/or CNAM Database.

- 5.5 If CLEC acts on behalf of other carriers, CLEC will 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 **SBC-12STATE**'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.
- 6.3 Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel **SBC-12STATE** or CLEC to terminate the Appendix, **SBC-12STATE** and CLEC shall have no liability to the other in connection with such termination.

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 **SBC-12STATE** 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 **SBC-12STATE** is furnishing access to its LIDB and/or CNAM Database to facilitate CLEC's provision of services to its End Users, but not to insure against the risk of non-completion of any call. While **SBC-12STATE** 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. CLEC acknowledges that **SBC-12STATE** can furnish Line Record information only as accurate and current as the information has been provided to **SBC-12STATE** for inclusion in its LIDB and/or CNAM Database. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth, is not liable for inaccuracies in Line Record information provided to CLEC or to CLEC's Query originating carrier customers except for such inaccuracies caused by **SBC-12STATE**'s willful misconduct or gross negligence.
- 7.5 **LIABILITY PROVISIONS APPLICABLE TO CALLING NAME INFORMATION SERVICE:**
- 7.5.1 **CALLING NAME INFORMATION PROVIDED TO CLEC BY SBC-12STATE** HEREUNDER SHALL BE PROVIDED "AS IS". **SBC-**

12STATE 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, **SBC-12STATE** 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 CLEC'S OR CLEC'S END USERS' USE OF THE CALLING NAME INFORMATION.

- 7.6 CLEC acknowledges that **SBC-12STATE**'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. CLEC also acknowledges that certain local telephone service subscribers may require their name information to be restricted, altered, or rendered unavailable. Therefore, **SBC-12STATE**, 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 **SBC-12STATE**'s Calling Name Database and provided to CLEC or CLEC's query-originating carrier customers, except for such content related claims, damages, or actions resulting from **SBC-12STATE**'s willful misconduct or gross negligence.
- 7.7 CLEC 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 CLEC acknowledges its responsibility to, and agrees that it will abide by, the blocking/unblocking information it receives in SS7 protocol during call set-up. CLEC agrees not to attempt to obtain the caller's name information by originating a Query to **SBC-12STATE**'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. CLEC also agrees not to block delivery of Calling Name Information on calls from blocked lines when the caller has requested unblocking. Therefore, **SBC-12STATE**, in addition to the limitations of liability set forth in this

Section 7, is not liable for any failure by CLEC or CLEC's Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name Information, and CLEC agrees, in addition to any other indemnity obligations set forth in this Agreement, to hold SBC-12STATE harmless from and defend and indemnify SBC-12STATE for any and all liability, claims, damages, actions, costs losses, or expenses, including attorney's fees, resulting directly or indirectly from CLEC's or CLEC's 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 SBC-12STATE's willful misconduct or gross negligence.

8. COMMUNICATION AND NOTICES

- 8.1 Ordering and billing inquiries for the services described herein from SBC-12STATE 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 CLEC agrees to make its Line Record Information available to SBC-12STATE. Should CLEC store its Line Record information in a database other than SBC-12STATE's, CLEC will make such Information available to SBC-12STATE through an industry standard technical interface and on terms and conditions set forth by applicable tariff or by a separate agreement between SBC-12STATE and the database provider. SBC-12STATE agrees to negotiate in good faith to reach such an agreement. If SBC-12STATE 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, CLEC acknowledges that such CLEC Line Record information will be unavailable to any customer, including any CLEC's customer, that is served by SBC-12STATE'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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date,

term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC 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.
- 1.2 As used herein, **SBC-11STATE** means the applicable above listed ILEC doing business in Arkansas, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.3 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.
- 1.4 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence **SBC-11STATE** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

- 2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **SBC 11-STATE**'s failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

- 3.1 When used in this Appendix, the following terms will have the meanings indicated:

3.1.1 Performance Criteria

- 3.1.1.1 The target level of **SBC-11STATE** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that **SBC-11STATE** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for **SBC-11STATE** and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.
- 3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 8.

3.1.2 Performance Measures

- 3.1.2.1 The set of measures listed in all of Section 13 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by **SBC-11STATE** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 13.

4. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

4.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to **SBC-11STATE** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, **SBC-11STATE** agrees to pay the CLEC Liquidated Damages, subject to Section 5.1 below.

5. LIQUIDATED DAMAGES AS FORM OF REMEDY

5.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of SBC to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.

6. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

- 6.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 13 below, when **SBC-11STATE** delivers non-compliant performance as defined in 3.1.3. In no event shall **SBC-11STATE** be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.
- 6.2 The Table of Critical Values (Section 8) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.
- 6.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.
- 6.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. \$500 is paid for each ordinary failure in excess of F. \$2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be $(10-8)*\$500 + \$2,500 = \$3,500$. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

7. LIQUIDATED DAMAGES; METHOD OF CALCULATION

7.1 **SBC-11STATE** and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points for each **SBC-11STATE** and CLEC is greater than or equal to 30 for a given measurement.

- 7.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the comparable result for **SBC-11STATE** or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$$z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$$

$$M_{\text{ILEC}} = \text{ILEC Average}$$

$$M_{\text{CLEC}} = \text{CLEC Average}$$

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

$$\delta_{\text{ILEC}}^2 = \text{Calculated variance for ILEC.}$$

$$n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$$

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$$

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$$z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = P_{\text{ILEC}} - P_{\text{CLEC}}$$

$$P_{\text{ILEC}} = \text{ILEC Proportion}$$

$$P_{\text{CLEC}} = \text{CLEC Proportion}$$

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

$$\delta_{\text{ILEC}}^2 = P_{\text{ILEC}} (1 - P_{\text{ILEC}}).$$

$$n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$$

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$$

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that $P_{\text{ILEC}} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE} , of the data given the hypothesis of parity.:

$$P_{\text{FE}} = 1 - \sum_{x=0}^{H_{\text{CLEC}}-1} \frac{\binom{n_{\text{CLEC}}}{x} \binom{n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}-x}}{\binom{n_{\text{CLEC}}+n_{\text{ILEC}}}{H_{\text{CLEC}}+H_{\text{ILEC}}}}$$

Where;

$$H_{\text{CLEC}} = P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{\text{ILEC}} = P_{\text{ILEC}} n_{\text{ILEC}}.$$

If $P_{\text{ILEC}} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$$H_{\text{CLEC}} = n_{\text{CLEC}} - P_{\text{CLEC}} n_{\text{CLEC}}$$

$$H_{\text{ILEC}} = n_{\text{ILEC}} - P_{\text{ILEC}} n_{\text{ILEC}}.$$

Of course if it is also true that $H_{\text{CLEC}} = 0$, then $P_{\text{FE}} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{Rate} = 1 - \sum_{x=0}^{H_{CLEC}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;

H_{CLEC} = numerator for the CLEC

H_{ILEC} = numerator for the ILEC

$N = H_{CLEC} + H_{ILEC}$

D_{CLEC} = denominator for CLEC

D_{ILEC} = denominator for ILEC

$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

$$t = (DIFF) / \delta_{DIFF}$$

Where;

$DIFF = M_{CLEC} - BM$

M_{CLEC} = CLEC Average

BM = Benchmark

$\delta_{DIFF} = \text{SQRT} [\delta_{CLEC}^2 (1/n_{CLEC})]$

δ_{CLEC}^2 = Calculated variance for CLEC.

n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^K \binom{N}{x} B^x (1-B)^{N-x}$$

Where

$K = PN$

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1 - \sum_{x=0}^{K-1} \binom{N}{x} B^x (1-B)^{N-x}$$

with the same definition of symbols as is given above.

- 7.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3) To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures. Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

8. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051
25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052
35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051

38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051
42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050
44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050
45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.050	325	26	0.051	395	30	0.050
46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052
48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052
50	7	0.061	120	12	0.052	190	17	0.052	260	22	0.052	330	26	0.050	400	31	0.052
51	7	0.059	121	12	0.052	191	17	0.051	261	22	0.052	331	26	0.050	401	31	0.051
52	7	0.058	122	12	0.051	192	17	0.051	262	22	0.052	332	26	0.050	402	31	0.051
53	7	0.057	123	12	0.051	193	17	0.051	263	22	0.052	333	27	0.052	403	31	0.051
54	7	0.056	124	12	0.050	194	17	0.051	264	22	0.051	334	27	0.052	404	31	0.051
55	7	0.055	125	13	0.056	195	17	0.050	265	22	0.051	335	27	0.052	405	31	0.051
56	7	0.054	126	13	0.055	196	17	0.050	266	22	0.051	336	27	0.052	406	31	0.051
57	7	0.053	127	13	0.055	197	18	0.054	267	22	0.051	337	27	0.052	407	31	0.051
58	7	0.052	128	13	0.054	198	18	0.053	268	22	0.051	338	27	0.052	408	31	0.050
59	7	0.051	129	13	0.054	199	18	0.053	269	22	0.050	339	27	0.051	409	31	0.050
60	7	0.050	130	13	0.053	200	18	0.053	270	22	0.050	340	27	0.051	410	31	0.050
61	8	0.060	131	13	0.053	201	18	0.052	271	23	0.053	341	27	0.051	411	31	0.050
62	8	0.059	132	13	0.053	202	18	0.052	272	23	0.053	342	27	0.051	412	32	0.052
63	8	0.058	133	13	0.052	203	18	0.052	273	23	0.052	343	27	0.051	413	32	0.052
64	8	0.057	134	13	0.052	204	18	0.052	274	23	0.052	344	27	0.051	414	32	0.052
65	8	0.056	135	13	0.051	205	18	0.051	275	23	0.052	345	27	0.051	415	32	0.052
66	8	0.055	136	13	0.051	206	18	0.051	276	23	0.052	346	27	0.050	416	32	0.051
67	8	0.054	137	13	0.051	207	18	0.051	277	23	0.052	347	27	0.050	417	32	0.051
68	8	0.053	138	13	0.050	208	18	0.051	278	23	0.052	348	27	0.050	418	32	0.051
69	8	0.053	139	14	0.055	209	18	0.050	279	23	0.051	349	28	0.052	419	32	0.051
70	8	0.052	140	14	0.055	210	18	0.050	280	23	0.051	350	28	0.052	420	32	0.051

9. LIMITATIONS

- 9.1 **SBC-11STATE** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except as provided in Sections 9.2 and 9.3 and 10.6. Any dispute regarding whether a **SBC-11STATE** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.
- 9.2 **SBC-11STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-11STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with **SBC-11STATE** or law; (iii) environmental events beyond **SBC-11STATE**'s control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided **SBC-11STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **SBC-11STATE** and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf

for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.

- 9.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of **SBC-11STATE**'s compliance with the Performance Criteria, or (ii) only suspends **SBC-11STATE**'s ability to timely perform the activity, the applicable time frame in which **SBC-11STATE**'s compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

10. RECORDS AND REPORTS

- 10.1 **SBC-11STATE** will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.
- 10.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.
- 10.3 CLEC will have access to monthly reports through an interactive Website.
- 10.4 **SBC-11STATE** will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.
- 10.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.
- 10.6 **SBC-11STATE** will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Arkansas	\$.072M
Connecticut	\$.168M
Illinois	\$.51M
Indiana	\$.165M
Kansas	\$.101M
Michigan	\$.392M
Missouri	\$.189M
Ohio	\$.296M
Oklahoma	\$.120M
Texas	\$.713M
Wisconsin	\$.158M

11. AUDITS

- 11.1 CLEC and **SBC-11STATE** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then **SBC-11STATE** will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing **SBC-11STATE** 5 days advance written notice (including e-mail).

- 11.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, “Mini-Audits”). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.
- 11.3 CLEC will bear the expense of the mini-audits, unless **SBC-11STATE** is found to be “materially” misreporting or misrepresenting data or to have non-compliant procedures, in which case, **SBC-11STATE** will pay for the costs of the third party auditor. “Materially” at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

12. INITIAL IMPLEMENTATION

- 12.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three-month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

13. PERFORMANCE MEASUREMENTS

- 13.1 **SBC-11STATE** will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 6.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when **SBC-11STATE** delivers non-compliant performance as defined in 3.1.3. **SBC-11STATE** will also report results for any measurements that have been ordered by the state commission that approved this agreement, although liquidated damages shall not apply to such measurements. **SBC-11STATE** performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

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
E9-1-1 Coordinator				
			CLLI Code	
	CLEC Telco ID			
			"Connect Signal" Digits ⁽⁴⁾	
9-1-1 Database Manager	CLEC Service Area Definition:		1 - 1	Estimated # of EAAs
			ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				

SBC-SWBT & SBC-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 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 the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.
- 1.2 SBC Communications Inc. (SBC) 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 d/b/a SBC 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.
- 1.3 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable above listed ILEC doing business in Arkansas.
- 1.4 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-AR** and CLEC will negotiate prices.
- 1.5 The following defines the zones found in Appendix Pricing:
- | <u>Rate Zone:</u> | <u>Total Access Lines:</u> |
|-------------------|----------------------------|
| Zone 1 (Rural) | 3,000 or fewer |
| Zone 2 (Suburban) | 3,001 – 18,000 |
| Zone 3 (Urban) | 18,001 or Greater |
- 1.6 For modifications of **SWBT-AR**'s plant facilities see the BFR process to satisfy the CLEC request.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the

initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix UNE of this Agreement may be longer.

- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute. CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE. .
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SWBT-AR** 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-AR** will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “recurring charges”.

3. **NON-RECURRING CHARGES**

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SWBT-AR** network, without any changes to **SWBT-AR**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **SWBT-AR** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.

- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. **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 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a **SWBT-AR** 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 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.

- 4.2.1.3 **SWBT-AR** 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 CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over **SWBT-AR**'s common network, CLEC will pay charges for

Common Transport as reflected in Appendix Pricing. CLEC 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-AR** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC 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 CLEC ULS Port, CLEC 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 CLEC ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.
- 4.3.2.2 CLEC may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to CLEC 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-AR** unbundled local switching, CLEC may offer to deliver the calls to the PIC at the **SWBT-AR** access Tandem Office Switch, with CLEC 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 CLEC will pay **SWBT-AR** ULS-O usage, signaling, common transport, and tandem switching for such calls. **SWBT-AR** will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local End Users using **SWBT-AR** unbundled local switching.
- 4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by **SWBT-AR** to deliver interLATA toll calls or

intraLATA toll calls (post Dialing Parity) that are originated by CLEC local End Users using **SWBT-AR** unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. **SWBT-AR** 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 CLEC ULS Port, CLEC will pay ULS-T charges and SWBT will not charge terminating access to CLEC or the IXC except that **SWBT-AR** may bill the IXC for terminating transport in cases where the IXC has chosen **SWBT-AR** as its transport provider.

4.3.3 Toll Free Calls

- 4.3.3.1 When CLEC uses ULS Ports to initiate an 800-type call, **SWBT-AR** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

4.3.4 Optional Two-way Extended Area Service (EAS)

- 4.3.4.1 When the NXX of the telephone number provided to CLEC is one associated with an optional EAS arrangement, CLEC 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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment

of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

SOUTHWESTERN BELL TELEPHONE COMPANY/CLEC
ARKANSAS
November 13, 2002

APPENDIX PRICING
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		UNBUNDLED NETWORK ELEMENTS						
2		Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 68.35	\$ 34.15	
3			2-Wire Analog Zone 1 (Rural)	U21	\$ 71.05	\$ 41.05	\$ 16.50	
4			2-Wire Analog Zone 2 (Suburban)	U21	\$ 31.60	\$ 41.05	\$ 16.50	
5			2-Wire Analog Zone 3 (Urban)	U21	\$ 18.75	\$ 41.05	\$ 16.50	
6			Conditioning for dB loss from 8db to 5db	UL2	\$ 7.60	\$ 48.55	\$ 18.20	
7			4-Wire Analog Zone 1(Rural)	U4H	\$ 145.50	\$ 282.20	\$ 107.95	
8			4-Wire Analog Zone 2 (Suburban)	U4H	\$ 64.80	\$ 282.20	\$ 107.95	
9			4-Wire Analog Zone 3 (Urban)	U4H	\$ 38.80	\$ 282.20	\$ 107.95	
10			2-Wire Digital Zone 1(Rural)	U2Q	\$ 119.95	\$ 126.65	\$ 66.40	
11			2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 59.95	\$ 126.65	\$ 66.40	
12			2-Wire Digital Zone 3 (Urban)	U2Q	\$ 42.55	\$ 126.65	\$ 66.40	
13			4-Wire Digital Zone 1(Rural)	U4D1X	\$ 201.15	\$ 299.10	\$ 117.95	
14			4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 153.35	\$ 299.10	\$ 117.95	
15			4-Wire Digital Zone 3 (Urban)	U4D1X	\$ 131.85	\$ 299.10	\$ 117.95	
16			4-Wire Digital Zone 1(Rural)	U4D1X	\$ 201.15	\$ 299.10	\$ 117.95	
17			4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 153.35	\$ 299.10	\$ 117.95	
18			4-Wire Digital Zone 3 (Urban)	U4D1X	\$ 131.85	\$ 299.10	\$ 117.95	
19			DS3 Loop Zone 1 (Rural)	U4D3X	ICB	\$ 876.30	\$ 379.52	
20			DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,028.05	\$ 876.30	\$ 379.52	
21			DS3 Loop Zone 3 (Urban)	U4D3X	\$ 783.80	\$ 876.30	\$ 379.52	
22			OC3/3c Loop Zone 1 (Rural)	U6LTX	\$ 642.47	\$ 711.55	\$ 321.46	
23			OC3/3c Loop Zone 2 (Suburban)	U6LTX	\$ 671.26	\$ 711.55	\$ 321.46	
24			OC3/3c Loop Zone 3 (Urban)	U6LTX	\$ 684.03	\$ 711.55	\$ 321.46	
25			OC12/12c Loop Zone 1 (Rural)	U6LUX	\$ 2,129.92	\$ 711.55	\$ 321.46	
26			OC12/12c Loop Zone 2 (Suburban)	U6LUX	\$ 2,084.92	\$ 711.55	\$ 321.46	
27			OC12/12c Loop Zone 3 (Urban)	U6LUX	\$ 2,022.41	\$ 711.55	\$ 321.46	
28			OC48/48c Loop Zone 1 (Rural)	U6LVX	\$ 7,843.18	\$ 711.55	\$ 321.46	
29			OC48/48c Loop Zone 2 (Suburban)	U6LVX	\$ 7,261.71	\$ 711.55	\$ 321.46	
30			OC48/48c Loop Zone 3 (Urban)	U6LVX	\$ 6,456.37	\$ 711.55	\$ 321.46	
31		DSL Capable Loops						
32		2-Wire Digital Loop ISDN/IDSL	*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 1 (Rural)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
33			*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 2 (Suburban)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
34			*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 3 (Urban)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
35		2-Wire xDSL Loop	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 71.05	\$ 41.05	\$ 16.50	
36			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 31.60	\$ 41.05	\$ 16.50	
37			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 18.75	\$ 41.05	\$ 16.50	
38			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 71.05	\$ 41.05	\$ 16.50	
39			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 31.60	\$ 41.05	\$ 16.50	
40			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 18.75	\$ 41.05	\$ 16.50	
41			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 71.05	\$ 41.05	\$ 16.50	
42			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 31.60	\$ 41.05	\$ 16.50	
43			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 18.75	\$ 41.05	\$ 16.50	
44			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 71.05	\$ 41.05	\$ 16.50	
45			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 31.60	\$ 41.05	\$ 16.50	
46			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 18.75	\$ 41.05	\$ 16.50	
47			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 71.05	\$ 41.05	\$ 16.50	
48			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 31.60	\$ 41.05	\$ 16.50	
49			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 18.75	\$ 41.05	\$ 16.50	

UNE AECN:
RESALE AECN
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/CLEC
ARKANSAS
November 13, 2002

APPENDIX PRICING
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
50			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 71.05	\$ 41.05	\$ 16.50	
51			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 31.60	\$ 41.05	\$ 16.50	
52			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 18.75	\$ 41.05	\$ 16.50	
53		4-Wire xDSL Loop	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 145.50	\$ 282.20	\$ 107.95	
54			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 64.80	\$ 282.20	\$ 107.95	
55			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 38.80	\$ 282.20	\$ 107.95	
56			* USOCS used for inventory purpose only					
57								
58		IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 119.95	\$ 126.65	\$ 66.40	
59			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 59.95	\$ 126.65	\$ 66.40	
60			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 42.55	\$ 126.65	\$ 66.40	
61								
62		HFPL Loop	** HFPL Loop - Zone 1 (Rural)	ULPPX	\$ 35.53	N/A	N/A	
63			** HFPL Loop - Zone 2 (Suburban)	ULPPX	\$ 15.80	N/A	N/A	
64			** HFPL Loop - Zone 3 (Urban)	ULPPX	\$ 9.38	N/A	N/A	
65		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
66			Loop Qualification Process - Manual	NRBXU	N/A	\$ 84.52	N/A	
67			Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
68		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 353.30	\$ 16.80	
69			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 353.30	\$ 16.80	
70			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 138.30	\$ 16.80	
71			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 901.85	\$ 47.20	
72			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$ 618.00	\$ 32.00	
73			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 235.10	\$ 32.00	
74			Removal of Excessive Bridged Taps	NRBXW	None	\$ 593.55	\$ 30.40	
75			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 296.75	\$ 15.20	
76			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 96.80	\$ 15.20	
77			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 1,474.95	\$ 53.00	
78			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 601.35	\$ 22.70	
79			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 233.15	\$ 22.70	
80			Removal of Load Coils	NRBXZ	None	\$ 971.60	\$ 22.60	
81			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 323.85	\$ 7.15	
82			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 136.36	\$ 7.15	
83								
84		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.95	\$ 137.85	TBD	
85			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	None	\$ 65.14	\$ 28.51	
86			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	None	\$ 77.29	\$ 39.81	
87			** #HFPL Cross Connect - CLEC Owned Non-Integrated	UKCGE	\$ 0.51	\$ 66.49	\$ 39.12	
88			** #HFPL Cross Connect - CLEC Owned-Integrated	UKCGD	\$ 0.51	\$ 66.49	\$ 39.12	
89			** #HFPL Cross Connect - SBC Owned	UKCGX	\$ 0.51	\$ 76.53	\$ 45.96	

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90			# The price assumes all Central Office cross-connects required to provision the HFPL product					
91		HFPL OSS Charge **	HFPL OSS Charge - Per Line	UM3	\$ 0.61	N/A	N/a	
92		HFPL (LST) Loop Cross Connects	Line & Station Transfer	under development	N/A	TBD	TBD	
93			2-Wire Analog Loop to Collocation	UCXC2	\$ 1.57	\$ 80.63	\$ 76.76	
94			2-Wire Analog Loop to Collocation (without testing)	UCXD2	None	\$ 65.14	\$ 28.51	
95			4-Wire Analog Loop to Collocation	UCXC4	\$ 3.13	\$ 95.45	\$ 91.58	
96			4-Wire Analog Loop to Collocation (without testing)	UCXD4	None	\$ 77.29	\$ 39.81	
97			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 1.57	\$ 80.63	\$ 76.76	
98			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	None	\$ 65.14	\$ 28.51	
99			4-Wire Digital Loop to Collocation	UDLY4	\$ 8.43	\$ 95.45	\$ 91.58	
100			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 18.69	\$ 176.43	\$ 110.47	
101			2-wire Analog Loop to Analog Line Port	UDLX2	\$ -	\$ 76.10	\$ 48.25	
102			2-wire Analog Loop to Analog DID Trunk Port	under development	TBD	TBD	TBD	
103			2-wire Digital Loop to ISDN BRI Line Port	under development	TBD	TBD	TBD	
104			4-wire Digital Loop to ISDN PRI Trunk Port	under development	\$ 8.43	\$ 95.45	\$ 91.58	
105			4-wire Digital Loop to DS1 Trunk Port	under development	\$ 8.43	\$ 95.45	\$ 91.58	
106		Sub-loop Unbundling	MDF to ECS subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAM	\$ 10.51	None	None	
107			MDF to ECS subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAM	\$ 9.79	None	None	
108			MDF to ECS subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAM	\$ 9.91	None	None	
109			MDF to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAN	\$ 7.37	None	None	
110			MDF to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAN	\$ 7.93	None	None	
111			MDF to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAN	\$ 8.12	None	None	
112			MDF to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAO	\$ 30.84	None	None	
113			MDF to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAO	\$ 18.93	None	None	
114			MDF to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAO	\$ 13.81	None	None	
115			ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 1.35	None	None	
116			ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.14	None	None	
117			ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 1.52	None	None	
118			ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 24.81	None	None	
119			ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 12.13	None	None	
120			ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 7.22	None	None	
121			ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 29.01	None	None	
122			ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 16.03	None	None	
123			ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAR	\$ 11.03	None	None	
124			SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 24.05	None	None	
125			SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 11.47	None	None	
126			SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 6.20	None	None	
127			SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 28.25	None	None	
128			SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 15.36	None	None	
129			SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 10.01	None	None	
130			Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 4.32	None	None	
131			Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 4.02	None	None	
132			Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 3.93	None	None	

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133			MDF to ECS subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEM	\$ 27.82	None	None	
134			MDF to ECS subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEM	\$ 26.82	None	None	
135			MDF to ECS subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEM	\$ 26.80	None	None	
136			MDF to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEN	\$ 18.25	None	None	
137			MDF to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEN	\$ 20.22	None	None	
138			MDF to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEN	\$ 20.13	None	None	
139			MDF to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEO	\$ 65.19	None	None	
140			MDF to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEO	\$ 42.20	None	None	
141			MDF to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEO	\$ 31.52	None	None	
142			ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 2.69	None	None	
143			ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 2.28	None	None	
144			ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 3.04	None	None	
145			ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 49.63	None	None	
146			ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 24.26	None	None	
147			ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 14.44	None	None	
148			ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 58.02	None	None	
149			ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 32.06	None	None	
150			ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 22.06	None	None	
151			SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 48.10	None	None	
152			SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 22.93	None	None	
153			SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 12.40	None	None	
154			SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 56.49	None	None	
155			SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 30.73	None	None	
156			SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 20.02	None	None	
157			Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 8.64	None	None	
158			Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 8.04	None	None	
159			Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 7.87	None	None	
160			MDF to ECS subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCM	\$ 15.39	None	None	
161			MDF to ECS subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCM	\$ 13.64	None	None	
162			MDF to ECS subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCM	\$ 8.67	None	None	
163			MDF to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCN	\$ 15.97	None	None	
164			MDF to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCN	\$ 14.11	None	None	
165			MDF to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCN	\$ 9.12	None	None	
166			MDF to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCO	\$ 39.44	None	None	
167			MDF to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCO	\$ 25.10	None	None	
168			MDF to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCO	\$ 14.82	None	None	
169			ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 1.35	None	None	
170			ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.13	None	None	
171			ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 1.47	None	None	
172			ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 24.82	None	None	
173			ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 12.13	None	None	
174			ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 7.17	None	None	
175			ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 29.01	None	None	
176			ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 16.02	None	None	
177			ECS to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCR	\$ 10.98	None	None	
178			SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 24.05	None	None	
179			SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 11.46	None	None	
180			SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 6.15	None	None	
181			SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 28.25	None	None	
182			SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 15.36	None	None	
183			SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 9.96	None	None	
184			Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.32	None	None	
185			Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.02	None	None	
186			Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 3.93	None	None	

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187			MDF to ECS subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGM	\$ 30.77	None	None	
188			MDF to ECS subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGM	\$ 27.29	None	None	
189			MDF to ECS subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGM	\$ 17.34	None	None	
190			MDF to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGN	\$ 31.94	None	None	
191			MDF to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGN	\$ 28.22	None	None	
192			MDF to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGN	\$ 18.25	None	None	
193			MDF to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGO	\$ 78.88	None	None	
194			MDF to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGO	\$ 50.21	None	None	
195			MDF to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGO	\$ 29.64	None	None	
196			ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 2.70	None	None	
197			ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 2.27	None	None	
198			ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 2.94	None	None	
199			ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 49.63	None	None	
200			ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 24.25	None	None	
201			ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 14.34	None	None	
202			ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 58.03	None	None	
203			ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 32.05	None	None	
204			ECS to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGR	\$ 21.96	None	None	
205			SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 48.10	None	None	
206			SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 22.92	None	None	
207			SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 12.30	None	None	
208			SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 56.50	None	None	
209			SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 30.72	None	None	
210			SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 19.92	None	None	
211			Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGU	\$ 8.64	None	None	
212			Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGU	\$ 8.04	None	None	
213			Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGU	\$ 7.87	None	None	
214			MDF to ECS Subloop Charge 2-Wire ISDN Zone 1 (Rural)	U6LBM	\$ 23.39	None	None	
215			MDF to ECS Subloop Charge 2-Wire ISDN Zone 2 (Suburban)	U6LBM	\$ 21.90	None	None	
216			MDF to ECS Subloop Charge 2-Wire ISDN Zone 3 (Urban)	U6LBM	\$ 21.88	None	None	
217			MDF to SAI subloop charge 2-Wire ISDN Zone 1 (Rural)	U6LBN	\$ 14.02	None	None	
218			MDF to SAI Subloop Charge 2-Wire ISDN Zone 2 (Suburban)	U6LBN	\$ 15.22	None	None	
219			MDF to SAI Subloop Charge 2-Wire ISDN Zone 3 (Urban)	U6LBN	\$ 14.79	None	None	
220			MDF to Terminal subloop charge 2-Wire ISDN Zone 1 (Rural)	U6LBO	\$ 37.49	None	None	
221			MDF to Terminal Subloop Charge 2-Wire ISDN Zone 2 (Suburban)	U6LBO	\$ 26.21	None	None	
222			MDF to Terminal Subloop Charge 2-Wire ISDN Zone 3 (Urban)	U6LBO	\$ 20.49	None	None	
223			MDF to RT Subloop Charge 2-Wire DS1 Zone 1 (Rural)	U6L1M	\$ 58.11	None	None	
224			MDF to RT Subloop Charge 2-Wire DS1 Zone 2 (Suburban)	U6L1M	\$ 53.31	None	None	
225			MDF to RT Subloop Charge 2-Wire DS1 Zone 3 (Urban)	U6L1M	\$ 50.31	None	None	
226			MDF to RT Subloop Charge-DS3 Zone 1 (Rural)	U6L3M	\$ 563.17	None	None	
227			MDF to RT Subloop Charge-DS3 Zone 2 (Suburban)	U6L3M	\$ 579.12	None	None	
228			MDF to RT Subloop Charge-DS3 Zone 3 (Urban)	U6L3M	\$ 510.51	None	None	
229		Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Central Office Originating	UKCU2	None	\$ 197.29	\$ 75.47	
230			Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 258.04	\$ 97.80	
231			Subloop Cross Connect 4-Wire Analog Central Office Originating	UKCU4	None	\$ 198.19	\$ 76.35	
232			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 258.93	\$ 98.70	
233			Subloop Cross Connect 2-Wire DSL Central Office Originating	UKCY2	None	\$ 197.29	\$ 75.47	
234			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 258.04	\$ 97.80	
235			Subloop Cross Connect 4-Wire DSL Central Office Originating	UKCY4	None	\$ 198.19	\$ 76.35	
236			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 258.93	\$ 98.70	
237			Subloop Cross Connect 2-Wire Digital (ISDN) Central Office Originating	UKC12	None	\$ 224.92	\$ 84.98	
238			Subloop Cross Connect DS1 Central Office Originating	UKC3X	None	\$ 648.87	\$ 323.96	

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239			Subloop Cross Connect DS3 Central Office Originating	UKC5X	None	\$ 740.64	\$ 354.70	
240		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 0.95	\$ 105.70	\$ 69.40	
241			2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.05	\$ 105.70	\$ 69.40	
242			2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.05	\$ 105.70	\$ 69.40	
243			4-wire Analog Loop to POA - Method 1	UXRB1	\$ 1.30	\$ 119.40	\$ 84.20	
244			4-wire Analog Loop to POA - Method 2	UXRB2	\$ 1.35	\$ 119.40	\$ 84.20	
245			4-wire Analog Loop to POA - Method 3	UXRB3	\$ 1.35	\$ 119.40	\$ 84.20	
246			2-wire Digital Loop to POA - Method 1	UXRC1	\$ 0.95	\$ 105.70	\$ 69.40	
247			2-wire Digital Loop to POA - Method 2	UXRC2	\$ 1.05	\$ 105.70	\$ 69.40	
248			2-wire Digital Loop to POA - Method 3	UXRC3	\$ 1.05	\$ 105.70	\$ 69.40	
249			4-wire Digital Loop to POA - Method 1	UXRD1	\$ 1.30	\$ 162.75	\$ 96.80	
250			4-wire Digital Loop to POA - Method 2	UXRD2	\$ 1.35	\$ 162.75	\$ 96.80	
251			4-wire Digital Loop to POA - Method 3	UXRD3	\$ 1.35	\$ 162.75	\$ 96.80	
252			Analog Line Port to POA - Method 1	UXRE1	\$ 0.95	\$ 84.15	\$ 53.35	
253			Analog Line Port to POA - Method 2	UXRE2	\$ 1.05	\$ 84.15	\$ 53.35	
254			Analog Line Port to POA - Method 3	UXRE3	\$ 1.05	\$ 84.15	\$ 53.35	
255			ISDN BRI Line Port to POA - Method 1	UXRL1	\$ 1.30	\$ 93.90	\$ 64.00	
256			ISDN BRI Line Port to POA - Method 2	UXRL2	\$ 1.35	\$ 93.90	\$ 64.00	
257			ISDN BRI Line Port to POA - Method 3	UXRL3	\$ 1.35	\$ 93.90	\$ 64.00	
258			ISDN PRI Trunk Port to POA - Method 1	UXRM1	\$ 1.30	\$ 139.25	\$ 109.35	
259			ISDN PRI Trunk Port to POA - Method 2	UXRM2	\$ 1.35	\$ 139.25	\$ 109.35	
260			ISDN PRI Trunk Port to POA - Method 3	UXRM3	\$ 1.35	\$ 139.25	\$ 109.35	
261			Analog DID Trunk Port to POA - Method 1	UXRH1	TBD	TBD	TBD	
262			Analog DID Trunk Port to POA - Method 2	UXRH2	TBD	TBD	TBD	
263			Analog DID Trunk Port to POA - Method 3	UXRH3	TBD	TBD	TBD	
264			DS1 Trunk Port to POA - Method 1	UXRK1	TBD	TBD	TBD	
265			DS1 Trunk Port to POA - Method 2	UXRK2	TBD	TBD	TBD	
266			DS1 Trunk Port to POA - Method 3	UXRK3	TBD	TBD	TBD	
267			Unbundled Dedicated Transport to POA: DS1 - Method 1	UXRQ1	\$ 10.85	N/A	N/A	
268			Unbundled Dedicated Transport to POA: DS1 - Method 2	UXRQ2	\$ 10.95	N/A	N/A	
269			Unbundled Dedicated Transport to POA: DS1 - Method 3	UXRQ3	\$ 10.95	N/A	N/A	
270			Unbundled Dedicated Transport to POA: DS3 - Method 1	Pending	ICB	ICB	ICB	
271			Unbundled Dedicated Transport to POA: DS3 - Method 2	Pending	ICB	ICB	ICB	
272			Unbundled Dedicated Transport to POA: DS3 - Method 3	Pending	ICB	ICB	ICB	
273			Unbundled Dedicated Transport to POA: OC3 - Method 1	Pending	ICB	ICB	ICB	
274			Unbundled Dedicated Transport to POA: OC3 - Method 2	Pending	ICB	ICB	ICB	
275			Unbundled Dedicated Transport to POA: OC3 - Method 3	Pending	ICB	ICB	ICB	
276			Unbundled Dedicated Transport to POA: OC12 - Method 1	Pending	ICB	ICB	ICB	
277			Unbundled Dedicated Transport to POA: OC12 - Method 2	Pending	ICB	ICB	ICB	
278			Unbundled Dedicated Transport to POA: OC12 - Method 3	Pending	ICB	ICB	ICB	
279			Unbundled Dedicated Transport to POA: OC48 - Method 1	Pending	ICB	ICB	ICB	
280			Unbundled Dedicated Transport to POA: OC48 - Method 2	Pending	ICB	ICB	ICB	
281			Unbundled Dedicated Transport to POA: OC48 - Method 3	Pending	ICB	ICB	ICB	
282		Local Switching	Local Switching-Per Originating or Terminating MOU Zone 1(Rural)	ZZULS	\$ 0.002352	None	None	
283			Local Switching-Per Originating or Terminating MOU Zone 2(Suburban)	ZZULS	\$ 0.006137	None	None	
284			Local Switching-Per Originating or Terminating MOU Zone 3(Urban)	ZZULS	\$ 0.004586	None	None	
285			Local Switching-SS7 Signaling per call	ZZUU7	\$ 0.0010054	None	None	
286		Customized Routing	Customized Routing	under development	ICB	ICB	ICB	
287		Customized Routing UNE AIN	Per query per customer line	ZZURO	\$ 0.0071320	None	None	
288		Switch Ports	Analog Line Port	UYP	\$ 2.75	\$ 93.00	\$ 83.45	

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289			ISDN BRI Line Port	U1P	\$ 6.25	\$ 15.10	\$ 8.25	
290			ISDN PRI Line Port	UJP	\$ 195.95	\$ 502.15	\$ 230.45	
291			Analog DID Trunk Port	U5P	\$ 24.20	\$ 168.20	\$ 168.20	
292			DS1 Trunk Port	U9Z	\$ 251.90	\$ 384.50	\$ 283.55	
293			Optional Calling Area (Two-way EAS) Additive	OPXEX	\$ 24.00	None	None	
294		Switch Port Cross Connects	Analog Line Port to Collocation	under development	TBD	TBD	TBD	
295			Analog DID Trunk Port to Collocation	under development	TBD	TBD	TBD	
296			ISDN BRI Line Port to Collocation	under development	TBD	TBD	TBD	
297			ISDN PRI Trunk Port to Collocation	under development	TBD	TBD	TBD	
298			DS1 Trunk Port to Collocation	(UCXD2) under development	TBD	TBD	TBD	
299		Feature Activation per Analog Line Port Type	Call Waiting	ESX	None	\$ 2.55	None	
300			Call Waiting ID	NWT	None	\$ 2.55	None	
301			Call Waiting ID Options (for end user Type 2.5 CPE)	NWL	None	\$ 2.55	None	
302			Call Forwarding Variable	ESM	None	\$ 2.55	None	
303			Call Forwarding Busy Line	EVB	None	\$ 2.55	None	
304			Call Forwarding Don't Answer	EVD	None	\$ 2.55	None	
305			Call Forwarding Busy Line Don't Answer	E5E	None	\$ 2.55	None	
306			Call Transfer Disconnect	FG3	None	\$ 2.55	None	
307			Simultaneous Call Forwarding	ESD	None	\$ 2.55	None	
308			Remote Access to Call Forwarding	RC3	None	\$ 2.55	None	
309			Three-Way Calling	ESC	None	\$ 2.55	None	
310			Speed Calling 8	ESL	None	\$ 2.55	None	
311			Speed Calling 30	ESF	None	\$ 2.55	None	
312			Auto Callback/Auto Redial	NSQ	None	\$ 2.55	None	
313			Distinctive Ring/Priority Call	NSK	None	\$ 2.55	None	
314			Selective Call Rejection/Call Blocker	NSY	None	\$ 2.55	None	
315			Auto Recall/Call Return	NSS	None	\$ 2.55	None	
316			Selective Call Forwarding	NCE	None	\$ 2.55	None	
317			Calling # Delivery	NSD	None	\$ 2.55	None	
318			CNAM Delivery	NMP	None	\$ 2.55	None	
319			Calling Number/Name Delivery Blocking/Per Ln Block	NBJ	None	\$ 2.55	None	
320			Calling Number/Name Blocking	NSG	None	\$ 2.55	None	
321			Anonymous Call Rejection	AYK	None	\$ 2.55	None	
322			Customer Alerting Enablement	AWS	None	\$ 2.55	None	
323			Toll Restriction	DH2	None	\$ 2.55	None	
324			International Direct Dialing Blocking	NR4BK	None	\$ 2.55	None	
325		Analog Line Port Features/per arrangement	Personalized Ring	DRS	None	\$ 6.05	None	
326			Personalized Ring - DN1	DRS1X	None	\$ 6.05	None	
327			Personalized Ring - DN2	DRS2X	None	\$ 6.05	None	
328			Hunting Arrangement	NR931	None	\$ 31.20	None	

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329		Analog Line Port Features Activation per successful occurrence	Call Trace (per feature per port)	NST	None	\$ 2.55	None	
330			Call Trace (per successful occurrence per port)	ZZUCL	\$ 6.35	None	None	
331			Usage sensitive Call Return (per feature per port)	NV9	None	\$ 2.55	None	
332			Usage sensitive Call Return(per occurrence)	ZZURE	\$ 0.05	None	None	
333			Usage sensitive Auto ReDial (per feature per port)	NV8	None	\$ 2.55	None	
334			Usage sensitive Auto ReDial (per occurrence)	ZZUAR	\$ 0.05	None	None	
335			Usage sensitive Three Way Calling (per feature per port)	3UY	None	\$ 2.55	None	
336			Usage sensitive Three Way Calling (per occurrence)	ZZU3W	\$ 0.05	None	None	
337		ISDN BRI Basic/BRI Centrex-like & PRI Trunk Side	CSV/CSD per B channel	STHXX	None	\$ 18.55	None	
338			Additional Call Offering for CSV per B Channel	NCO	None	\$ 5.90	None	
339			Call Forwarding Don't Answer per B Channel	NQ6	None	\$ 5.90	None	
340			Call Forwarding Variable per B Channel	NVF	None	\$ 5.90	None	
341			Three-way Conference Calling per B Channel	NZ3	None	\$ 5.90	None	
342		ISDN BRI Port Features Package	Basic EKTS per B Channel	FPG1X	None	\$ 15.35		
343			CACH EKTS per B Channnel	EFV1X	None	\$ 18.45	None	
344		ISDN BRI Basic Individual Port Features	Call Forwarding Interface Busy	NQ5	None	\$ 5.90	None	
345			Calling Number Delivery	ZCN	None	\$ 5.90	None	
346			Hunt Group for CSD	HTKPG	None	\$ 5.90	None	
347			Hunt Group for CSV	GXH	None	\$ 5.90	None	
348			Message Waiting Indicator	NZW	None	\$ 5.90	None	
349			Secondary Only Telephone Number	DO6	None	\$ 5.90	None	
350		ISDN PRI Trunk Side Features	Backup D Channel	ZPBXD	None	\$ 62.10	None	
351			Calling Number Delivery	NXN	None	\$ 2.55	None	
352			Dynamic Channel Allocation	CCZ	None	\$ 12.50	None	
353		Analog Trunk Port DS1 Digital DID Trunk Port DIDTrunk Port Features	DID #s - Initial 100 #s	ND8	None	\$ 178.00	None	
354			DID #s - Addtl.100 #s	ND9	None	\$ 12.90	None	
355			DID #s - Initial 10 #s	NDZ	None	\$ 173.90	None	
356			DID #s - Addtl. 10 #s	NDA	None	\$ 8.80	None	
357		Centrex-like System Charges	System Establishment per serving office - Analog Only	SEPUX	None	\$ 728.80	\$ 728.80	
358			System Establishment per serving office - Analog/ISDN BRI Mix	SEPUY	None	\$ 728.80	\$ 728.80	
359			System Establishment per serving office - ISDN BRI Only	SEPUU	None	\$ 289.05	\$ 289.05	
360			System Subsequent Change per service office - Analog/ ISDN BRI mixed sys or BRI only Sys & Add ISDN to existing Analog only system	NR93X	None	\$ 188.45	\$ 188.45	
361			System Subsequent Conversion per serving office - Add Analog to existing ISDN BRI only system	NR93W	None	\$ 523.10	\$ 523.10	

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		Analog Line Port & BRI Line Port Centrex -Like Features						
362			Auto Callback Calling/Business Group Callback	RGE	None	\$ 5.90	None	
363			Call Forwarding Busy Line	GCE	None	\$ 5.90	None	
364			Call Hold	6AB	None	\$ 5.90	None	
365			Call Pickup	E3P	None	\$ 5.90	None	
366			Call Transfer - All Calls	TF1PS	None	\$ 5.90	None	
367			Class of Service Restr. - Fully	ERSFC	None	\$ 5.90	None	
368			Class of Service Restr. - Semi	RQW	None	\$ 5.90	None	
369			Class of Service Restr. - Toll	ERSPA	None	\$ 5.90	None	
370			Consult. Hold	EBE	None	\$ 5.90	None	
371			Dial Call Waiting	WDK	None	\$ 5.90	None	
372			Directed Call Pickup - Non Barge in	69D	None	\$ 5.90	None	
373			Directed Call Pickup - With Barge in	6MD	None	\$ 5.90	None	
374			Distinctive Ring and Call Waiting Tone	DRJ	None	\$ 5.90	None	
375			Hunting Arrgmt - Basic	HRK	None	\$ 5.90	None	
376			Hunting Arrgmt - Circular	HCK	None	\$ 5.90	None	
		Analog Line Port Centrex-Like Features						
377			Standard feature initialization per analog port	NR935	None	\$ 5.05	None	
378			Call Forwarding Variable/ Business Group Call Forwarding Variable	HWJ	None	\$ 5.90	None	
379			Call Forwarding Don't Answer	69H	None	\$ 5.90	None	
380			Call Waiting - Intragroup/ Business Group Call Forwarding Variable.	NGW	None	\$ 5.90	None	
381			Call Waiting - Orig.	6SZ	None	\$ 5.90	None	
382			Call Waiting - Term.	HUH	None	\$ 5.90	None	
383			Speed Calling Personal	E18	None	\$ 5.90	None	
384			Three Way Calling	ESCPs	None	\$ 5.90	None	
385			Voice/Data Protection	D7N	None	\$ 5.90	None	
		BRI Line Port Centrex-Like Features						
386			Standard feature initialization per ISDN BRI Port	NR936	None	\$ 5.05	None	
387			Speed Calling Personal	NXG	None	\$ 5.90	None	
388		Tandem Switching	Tandem Switching Per Minute Of Use	ZZUTA	\$ 0.001665	None	None	
389		Blended Transport	Blended Transport Zone 1 (Rural)	ZZUBT	\$ 0.001271	None	None	
390			Blended Transport Zone 2 (Suburban)	ZZUBT	\$ 0.001021	None	None	
391			Blended Transport Zone 3 (Urban)	ZZUBT	\$ 0.001020	None	None	
392		Common Transport	Common TransportTermination Per Minute of Use Zone 1 (Rural)	ZZUCT	\$ 0.000534	None	None	
393			Common TransportTermination Per Minute of Use Zone 2 (Suburban)	ZZUCT	\$ 0.000423	None	None	
394			Common TransportTermination Per Minute of Use Zone 3 (Urban)	ZZUCT	\$ 0.000438	None	None	
395			Common TransportFacility Per Minute, Per Mile Zone 1 (Rural)	ZZUCT	\$ 0.000034	None	None	
396			Common TransportFacility Per Minute, Per Mile Zone 2 (Suburban)	ZZUCT	\$ 0.000014	None	None	
397			Common Transport Facility Per Minute, Per Mile Zone 3 (Urban)	ZZUCT	\$ 0.000012	None	None	
		Unbundled Dedicated Transport (UDT)						
398			UDT-DS1 Entrance Facilities	UENHX	\$ 165.00	\$ 600.00	\$ 456.00	
399			UDT-DS3 Entrance Facilities	UENJX	\$ 1,850.00	\$ 605.00	\$ 496.00	
400			UDT-OC3 Entrance Facilities - Zone 1 Rural	UENKX	N/A	N/A	N/A	
401			UDT-OC3 Entrance Facilities - Zone 2 Suburban	UENKX	\$ 801.26	\$ 576.97	\$ 316.20	
402			UDT-OC3 Entrance Facilities - Zone 3 Urban	UENKX	\$ 783.72	\$ 576.97	\$ 316.20	
403			UDT-OC3 Entrance Facilities - Statewide Average	UENKX	\$ 638.77	\$ 576.97	\$ 316.20	

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404			UDT-OC12 Entrance Facilities - Zone 1 Rural	UENLX	N/A	N/A	N/A	
405			UDT-OC12 Entrance Facilities - Zone 2 Suburban	UENLX	\$ 2,914.84	\$ 576.97	\$ 316.20	
406			UDT-OC12 Entrance Facilities - Zone 3 Urban	UENLX	\$ 2,914.84	\$ 576.97	\$ 316.20	
407			UDT-OC12 Entrance Facilities - Statewide Average	UENLX	\$ 2,342.02	\$ 576.97	\$ 316.20	
408			UDT-OC48 Entrance Facilities		ICB	ICB	ICB	
409			UDT-DS1 Interoffice Transport, First Mile	ULNHS	\$ 50.00	\$ 310.00	\$ 220.00	
410			UDT-DS1 Interoffice Transport, Each Additional Mile	ULNHS	\$ 16.80	None	None	
411			UDT-DS3 Interoffice Transport, First Mile	ULNJS	\$ 815.00	\$ 338.00	\$ 236.00	
412			UDT-DS3 Interoffice Transport, Each Additional Mile	ULNJS	\$ 118.00	None	None	
413			UDT-OC3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNKS	NA	NA	NA	
414			UDT-OC3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNKS	\$ 1,923.90	ICB	ICB	
415			UDT-OC3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNKS	\$ 1,839.39	ICB	ICB	
416			UDT-OC3 Interoffice Transport, First Mile - Interzone	ULNKS	\$ 1,633.99	ICB	ICB	
417			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNKS	NA	NA	NA	
418			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNKS	\$ 177.48	None	None	
419			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNKS	\$ 167.58	None	None	
420			UDT-OC3 Interoffice Transport, Each Additional Mile - Interzone	ULNKS	\$ 91.03	None	None	
421			UDT-OC12 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNLS	N/A	N/A	N/A	
422			UDT-OC12 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNLS	\$ 6,488.57	ICB	ICB	
423			UDT-OC12 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNLS	\$ 6,731.17	ICB	ICB	
424			UDT-OC12 Interoffice Transport, First Mile - Interzone	ULNLS	\$ 5,743.11	ICB	ICB	
425			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNLS	N/A	N/A	N/A	
426			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNLS	\$ 677.09	None	None	
427			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNLS	\$ 670.33	None	None	
428			UDT-OC12 Interoffice Transport, Each Additional Mile - Interzone	ULNLS	\$ 364.12	None	None	
429			UDT-OC48 Interoffice Transport, First Mile	ULNNS	ICB	ICB	ICB	
430			UDT-OC48 Interoffice Transport, Each Additional Mile	ULNNS	ICB	ICB	ICB	
431		Dedicated Transport Cross Connect	DS1 to Collocation	UCXHX	\$ 8.45	\$ 95.45	\$ 91.60	
432			DS3 to Collocation	UCXJX	ICB	ICB	ICB	
433			OC3 to Collocation	UCXKX	\$ 2.13	\$ 51.90	\$ 51.90	
434			OC12 to Collocation	UCXLX	\$ 2.13	\$ 51.90	\$ 51.90	
435			OC48 to Collocation	UCXNX	\$ 2.13	\$ 51.90	\$ 51.90	
436		Network Reconfiguration Service	DSO DS1 Port	UDUDX	\$ 45.14	\$ 43.00	None	
437			DSO DS3 Port	(UDU3X) under development	\$ 490.05	\$ 32.00	None	
438			DCS Establishment	SEPU3	None	\$ 1,722.00	None	
439			Database Modification	NR9U4	None	\$ 80.00	None	
440		Multiplexing	DS1 to VG	UM4BX	\$ 180.00	\$ 260.00	\$ 161.00	
441			DS3 to DS1	UM4AX	\$ 815.00	\$ 1,372.00	\$ 813.00	
442			OC-3 to 1-84 DS1s	UM4DX	\$ 569.78	\$ 195.00	\$ 91.23	
443			OC-3 to 1-3 DS3	UM4EX	\$ 369.33	\$ 235.35	\$ 132.54	
444			OC-12 to 1-12 DS3	UM4FX	\$ 659.72	\$ 235.35	\$ 132.54	
445			OC-12 to 1-4 OC-3/OC-3	UMULX	\$ 637.30	\$ 327.81	\$ 211.64	
446		Dark Fiber	Dark Fiber -Interoffice per strand	ULYCX	\$ 40.13	\$ 1,114.29	\$ 1,114.29	
447			Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.017115	None	None	
448			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.010742	None	None	
449			Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.005865	None	None	
450			Dark Fiber Loop - CO to Customer Prem-per strand	UL1WX	\$ 22.85	\$ 401.91	\$ 401.91	
451			Dark Fiber Loop - CO to Customer, per foot Zone 1 (Rural)	ULOWG	\$ 0.017115	None	None	
452			Dark Fiber Loop - CO to Customer, per foot Zone 2 (Suburban)	ULOWG	\$ 0.010742	None	None	

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453			Dark Fiber Loop - CO to Customer, per foot Zone 3 (Urban)	ULOWG	\$ 0.005865	None	None	
454			Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	UL1YX	\$ 22.85	\$ 401.91	\$ 401.91	
455			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 1 (Rural)	ULOYG	\$ 0.017115	None	None	
456			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 2 (Suburban)	ULOYG	\$ 0.010742	None	None	
457			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 3 (Urban)	ULOYG	\$ 0.005865	None	None	
458			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	UL1OX	\$ 22.85	\$ 365.98	\$ 365.98	
459			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 1 (Rural)	ULOOJ	\$ 0.017115	None	None	
460			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 2 (Suburban)	ULOOJ	\$ 0.010742	None	None	
461			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 3 (Urban)	ULOOJ	\$ 0.005865	None	None	
462			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 4.32	\$ 51.15	\$ 51.15	
463			Dark Fiber Cross Connect - Loop	UKCHX	\$ 2.25	\$ 41.73	\$ 41.73	
464			Dark Fiber Cross Connect - Subloop (CO to RT/CEV/HUT)	UKCTX	\$ 2.25	\$ 58.37	\$ 58.37	
465			Dark Fiber Cross Connect - Subloop (CEV/HUT/RT to RT/EU)	UKCTX	\$ 2.25	\$ 58.37	\$ 58.37	
466			Dark Fiber - Loop Inquiry	NR9D7	None	\$ 72.96	\$ 72.96	
467			Dark Fiber - Sub Loop Inquiry	NR9DX	None	\$ 72.96	\$ 72.96	
468			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 350.65	\$ 350.65	
469		SS7	SS7 Link Cross Connect - DS0	5-state billed in IBIS	\$ 68.75	\$ 286.20	\$ 226.00	
470			SS7 Link Cross Connect - DS1	5-state billed in IBIS	\$ 49.55	\$ 254.95	\$ 194.80	
471			STP to SWBT MDF - DSO	5-state billed in IBIS	\$ 68.75	\$ 286.20	\$ 226.00	
472			STP to SWBT DSX Frame-DS1	5-state billed in IBIS	\$ 49.55	\$ 254.95	\$ 194.80	
473			STP Port Termination	IBIS billed	\$ 1,331.40	\$ 433.20	None	
474			STP Access Link-1.544 Mbps	IBIS billed	See Dedicated Transport	None	None	
475			STP Access Link-56.Kbps (fixed)	IBIS billed	\$ 100.16	None	None	
476			STP Access Link-56.Kbps (per mile)	IBIS billed	\$ 0.91	None	None	
477			SS7 Transport per Octet	IBIS billed	\$ 0.0000050	None	None	
478			Signaling Point Code Addition	IBIS billed	None	\$ 56.55	None	
479			Global Title Translation Addition (GTT)	Under development	None	\$ 25.05	None	
480		Line Information Database (LIDB)	Validation Query (Includes SMS & Sleuth)	Not Applicable	\$ 0.0260	None	None	
481			OLNS Query (Includes SMS)	Not Applicable	\$ 0.0055	None	None	
482			CNAM Query (Includes SMS)	Not Applicable	\$ 0.0036	None	None	
483			Query Transport (Applies to Validation, OLNS & CNAM)	Not Applicable	\$ 0.0044	None	None	
484			Service Order Cost	Not Applicable	None	\$ 281.15	None	
485			Service Establishment Charge	Not Applicable	None	\$ 56.55	None	
486		800 Database	Toll Free Database Query	Not Applicable	\$ 0.000400	None	None	
487			Call Handling and Destination	Not Applicable	\$ 0.000052	None	None	
488		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 66.05	None	
489			Manual Change - Simple	NRBUO	None	\$ 63.70	None	
490			Manual Record - Simple	NRBUU	None	\$ 39.45	None	
491			Manual Disconnect - Simple	NRBUW	None	\$ 33.05	None	
492			Manual Suspend - Simple	NRBJZ	None	\$ 39.45	None	
493			Manual Restore - Simple	NRBJ9	None	\$ 39.45	None	
494			Manual Expedited - Simple	(NRBUQ)	None	\$ 66.05	None	
495			Manual Customer Not Ready - Simple	(NRBUQ)	None	\$ 66.05	None	
496			Manual Due Date Change or Cancellation - Simple	(NRBUQ)	None	\$ 66.05	None	
497			Manual New - Complex	NRBUR	None	\$ 270.70	None	
498			Manual Change - Complex	NRBUP	None	\$ 150.40	None	

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499			Manual Record - Complex	NRBUV	None	\$ 126.15	None	
500			Manual Disconnect - Complex	NRBUX	None	\$ 72.30	None	
501			Manual Suspend - Complex	NRBJ7	None	\$ 126.15	None	
502			Manual Restore - Complex	NRBJ8	None	\$ 126.15	None	
503			Manual Expedited - Complex	(NRBUR)	None	\$ 270.70	None	
504			Manual Customer Not Ready - Complex	(NRBUR)	None	\$ 270.70	None	
505			Manual Due Date Change or Cancellation - Complex	(NRBUR)	None	\$ 270.70	None	
506			Electronic New - Simple	NR9W2	None	\$ 5.00	None	
507			Electronic New - Complex	NRBGX	None	\$ 79.62	None	
508			Electronic Change - Simple	NR9GG	None	\$ 5.00	None	
509			Electronic Change - Complex			\$ 79.62	None	
510			Electronic Record - Simple	NR9GU	None	\$ 5.00	None	
511			Electronic Record - Complex			\$ 5.03	None	
512			Electronic Disconnect - Simple	NR9GZ	None	\$ 5.00	None	
513			Electronic Disconnect - Complex			\$ 27.21	None	
514			Electronic Suspend - Simple	NRBJ5	None	\$ 5.00	None	
515			Electronic Restore - Simple	NRBJ6	None	\$ 5.00	None	
516			Electronic Expedited - Simple	(NR9W2)	None	\$ 5.00	None	
517			Electronic Customer Not Ready - Simple	(NR9W2)	None	\$ 5.00	None	
518			Electronic Due Date Change or Cancellation Simple	(NR9W2)	None	\$ 5.00	None	
519			PIC Change Charge	NRBL9	None	\$ 5.00	None	
520		OTHER						
521								
522		Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37	None	None	
523			Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None	
524			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	
525			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None	
526			Directory Assistance - Branding - Initial/Subsequent Load		None	\$ 1,800.00	None	
527			Directory Assistance - Branding - per call	ZZUCB	\$ 0.025	None	None	
528								
529			Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 2,200.00	None	
530			Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	\$ 1,000.00	None	
531			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.0585	None	
532			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.0585	None	
533			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	
534			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
535			Reverse Directory Assistance (RDA)	ZZUO8	\$ 0.65	None	None	
536		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15	None	None	
537			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.020	None	None	
538			Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
539			Operator Services - Branding - Per Call	ZZUCB	\$ 0.025	None	None	
540								
541			Operator Services - Rate Reference -Initial Load	NRBDL	None	\$ 2,200.00	None	
542			Operator Services - Rate Reference - Subsequent Load	NRBDM	None	\$ 1,000.00	None	
543			Intralata Message Rating - Rate per initial load	Not Applicable	None	\$ 614.46	None	
544			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 614.46	None	
545								
546		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 10,000.00	None	
547			UNE Electronic Billing Information Data (daily usage) per message	ASBS	\$ 0.003	None	None	
548			Local Discount Report (LDR) per WTN	CRIS	\$ 0.10	None	None	
549		BCR	Per interstate local message	Not Applicable	\$ 0.08	None	None	
550			Per local message	Not Applicable	\$ 0.05	None	None	

UNE AECN:
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SOUTHWESTERN BELL TELEPHONE COMPANY/CLEC
ARKANSAS
November 13, 2002

APPENDIX PRICING
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
551		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.0030	None	None	
552			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	
553			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	
554			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None	
555			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None	
556		Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
557			CH billing message - per message	Not Applicable	\$ 0.050	None	None	
558		Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 71.20	\$ 34.25	
559			Overtime - per half hour	MVV	None	\$ 88.85	\$ 43.10	
560			Premium Time - per half hour	MVV	None	\$ 106.55	\$ 51.90	
561		Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 71.20	\$ 34.25	
562			Overtime - per half hour	ALK, ALT, ALH	None	\$ 88.85	\$ 43.10	
563			Premium Time - per half hour	ALK, ALT, ALH	None	\$ 106.55	\$ 51.90	
564					Annual Rates			
565		Poles and Duct (Structure)	Poles (\$/attachment/yr.)*		\$ 2.35			
566								
567			Per Foot Conduit Occupancy Fees					
568			Full Duct (\$/ft/yr.)		\$ 0.67			
569			Half Duct (\$/ft/yr)		\$ 0.33			
570			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
571								
572			Contract Administration Fee			\$ 125.00		
573			Administrative Record-Keeping Fee			\$ 125.00		
574								
575		OSS (Operational Support Systems)						
576			System Access	ASBS	\$3,030.00	None	None	
577			Remote Facility per port - Direct Connection	ASBS	\$1,560.00	None	None	
578			Remote Facility per port - Dial-up Connection	ASBS	\$312.00	None	None	
579								
580			RECIPROCAL COMPENSATION					
581			End Office Local Termination - Zone 1 Rural					
582			Set up charge, per call	ZZUR8	\$ 0.001944			
583			Duration charge, per MOU	ZZUR2	\$ 0.001862			
584			End Office Local Termination - Zone 2 Suburban					
585			Set up charge, per call	ZZUR8	\$ 0.001299			
586			Duration charge, per MOU	ZZUR2	\$ 0.001244			
587			End Office Local Termination - Zone 3 Urban					
588			Set up charge, per call	ZZUR8	\$ 0.001007			
589			Duration charge, per MOU	ZZUR2	\$ 0.000964			
590								
591		Tandem Switching		ZZUR1	\$ 0.000789			

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Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
592								
593		Common Transport						
594			Termination per Minute of Use Zone 1 (Rural)	ZZUST	0.000196			
595			Termination per Minute of Use Zone 2 (Suburban)	ZZUST	0.000171			
596			Termination per Minute of Use Zone 3 (Urban)	ZZUST	0.000157			
597			Termination per Minute of Use Interzone	ZZUST	0.000186			
598			Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	0.000006			
599			Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	0.000003			
600			Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	0.000001			
601			Facilities per Minute, per Mile Interzone	ZZURF	0.000001			
602								
603		Transiting	Transiting-Zone 1 (Rural)	Not Applicable	\$ 0.002251	None	None	
604			Transiting-Zone 2 (Suburban)	Not Applicable	\$ 0.002152	None	None	
605			Transiting-Zone 3 (Urban)	Not Applicable	\$ 0.002137	None	None	
606			Transiting-OCA (Optional Area)	Not Applicable	\$ 0.004000	None	None	
607			Transiting-Out of Region	Not Applicable	\$ 0.006000	None	None	
608		OCA	OCA Transport & Termination	Not Applicable	\$ 0.016000	None	None	
609			** The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established					
610			rates.					
611								
612		RESALE			RESALE DISCOUNTS			
613			BUSINESS		RECURRING	NON- RECURRING		
614			LOCAL EXCHANGE SERVICE					
615			Business 1 Party		14.50%	14.50%		
616			Business - Multi-Line Hunting		14.50%	14.50%		
617			Business Measured		14.50%	14.50%		
618			Business Measured (HTG Class of Service)		14.50%	14.50%		
619			Customer Owned Pay Telephone Service		14.50%	14.50%		
620			Line Amplifier		14.50%	14.50%		
621			Message Register Equipment		14.50%	14.50%		
622			Service Connections, Moves and Changes		14.50%	14.50%		
623			Special Billing Numbers		14.50%	14.50%		
624			Telephone Answering and Secretarial Service		14.50%	14.50%		
625								
626			EXPANDED LOCAL CALLING					
627			Mandatory EAS		14.50%	14.50%		
628			MetroPlus		14.50%	14.50%		
629								
630			VERTICAL SERVICES					
631			Auto Redial		14.50%	14.50%		
632			Call Blocker		14.50%	14.50%		
633			Call Forwarding		14.50%	14.50%		
634			Call Forwarding - Busy Line		14.50%	14.50%		
635			Call Forwarding - Busy Line/Don't Answer		14.50%	14.50%		
636			Call Forwarding - Don't Answer		14.50%	14.50%		
637			Call Return		14.50%	14.50%		
638			Call Trace		14.50%	14.50%		
639			Call Waiting		14.50%	14.50%		
640			Calling Name		14.50%	14.50%		
641			Calling Number		14.50%	14.50%		
642			Personalized Ring (1 dependent number)		14.50%	14.50%		
643			Personalized Ring (2 dependent numbers - 1st number)		14.50%	14.50%		

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Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
644			Personalized Ring (2 dependent numbers - 2nd number)		14.50%	14.50%		
645			Priority Call		14.50%	14.50%		
646			Remote Access to Call Forwarding		14.50%	14.50%		
647			Selective Call Forwarding		14.50%	14.50%		
648			Simultaneous Call Forwarding		14.50%	14.50%		
649			Speed Calling		14.50%	14.50%		
650			Three Way Calling		14.50%	14.50%		
651								
652			DID					
653			DID (First Block of 100 - Category 1)		14.50%	14.50%		
654			DID (First Block of 10 - Category 1)		14.50%	14.50%		
655			DID (Ea. adl. block of 10 after first 10 - Category 1)		14.50%	14.50%		
656			DID (Ea. adl. block of 100 after first 100 - Category 2)		14.50%	14.50%		
657			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		14.50%	14.50%		
658			DID (with Multifrequency)		14.50%	14.50%		
659			DID (with Dual-Tone Multifrequency)		14.50%	14.50%		
660			DID (1st 10 Trunks or access lines)		14.50%	14.50%		
661			DID (11th thru 50th trunk or network access line)		14.50%	14.50%		
662			DID (51st trunk or network access line)		14.50%	14.50%		
663								
664			TRUNKS					
665			Analog Trunks		14.50%	14.50%		
666			Digital Trunks		14.50%	14.50%		
667			PBX Dormitory Trunks		14.50%	14.50%		
668								
669			AIN					
670			Area Wide Networking		14.50%	14.50%		
671			Caller Intelidata		14.50%	14.50%		
672			Disaster Routing Service		14.50%	14.50%		
673			Intelligent Redirectsm		14.50%	14.50%		
674			Intellinumber		14.50%	14.50%		
675			Positive ID		14.50%	14.50%		
676								
677			OTHER					
678			Bundled Telecommunications Services (e.g., the Works)		14.50%	14.50%		
679			Busy Out Arrangement		14.50%	14.50%		
680			Conference Telephone Service		14.50%	14.50%		
681			Customer Alerting Enablement		14.50%	14.50%		
682			Grandfathered Services		14.50%	14.50%		
683			Hot Line		14.50%	14.50%		
684			Hunting		14.50%	14.50%		
685			Improved Transmission		14.50%	14.50%		
686			Intercept Referral Service		14.50%	14.50%		
687			Local Operator Assistance Service		14.50%	14.50%		
688			Night Number associated with Telephone Number		14.50%	14.50%		
689			Night Number associated with a Terminal		14.50%	14.50%		
690			Promotions (Greater than 90 days)		14.50%	14.50%		
691			Telebranch®		14.50%	14.50%		
692			Preferred Number Service		14.50%	14.50%		
693			Second Line Control		14.50%	14.50%		
694			TouchTone		14.50%	14.50%		
695			Voice Dial		14.50%	14.50%		
696			Warm Line		14.50%	14.50%		
697								

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SOUTHWESTERN BELL TELEPHONE COMPANY/CLEC
ARKANSAS
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Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
698			Data Services					
699			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		14.50%	14.50%		
700			PBX Trunks		14.50%	14.50%		
701			Mult-Service Optical Network (MON)		14.50%	14.50%		
702			OCn-PTP		14.50%	14.50%		
703			DS3		14.50%	14.50%		
704								
705			ISDN					
706			Digilinesm (ISDN BRI)		14.50%	14.50%		
707			Select Video Plus®		14.50%	14.50%		

SOUTHWESTERN BELL TELEPHONE COMPANY/CLEC
ARKANSAS
November 13, 2002

APPENDIX PRICING
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Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
708			Smart Trunksm (ISDN PRI)		14.50%	14.50%		
709			SuperTrunk		14.50%	14.50%		
710								
711			TOLL					
712			IntraLata MTS		14.50%	14.50%		
713			MaxiMizer 800®		14.50%	14.50%		
714			OutWATS		14.50%	14.50%		
715			800 Service		14.50%	14.50%		
716								
717			OPTIONAL TOLL CALLING PLANS					
718			1+ SAVERsm		14.50%	14.50%		
719			Designated Number Service (1+SAVER Directsm)		14.50%	14.50%		
720			Circle Saver		14.50%	14.50%		
721			Circle Saver Trial Plan (Fort Smith Lata Only)		14.50%	14.50%		
722			Community Calling Service		14.50%	14.50%		
723			Extended Community Saver		14.50%	14.50%		
724								
725			PLEXAR®					
726			Plexar I®		14.50%	14.50%		
727			Plexar II®		14.50%	14.50%		
728								
729			PRIVATE LINE					
730			Analog Private Lines		14.50%	14.50%		
731			Announcement Distribution Services		14.50%	14.50%		
732			DOVLink		14.50%	14.50%		
733			Foreign Exchange Service		14.50%	14.50%		
734			Foreign Serving Office		14.50%	14.50%		
735			Frame Relay		14.50%	14.50%		
736			Group Alerting Services		14.50%	14.50%		
737			MegaLink I®		14.50%	14.50%		
738			MegaLink II®		14.50%	14.50%		
739			MegaLink III®		14.50%	14.50%		
740			MicroLink I®		14.50%	14.50%		
741			MicroLink II®		14.50%	14.50%		
742			Public Response Calling Service		0.145	\$ 0.15		
743								
744					RESALE DISCOUNTS			
745			RESIDENCE		RECURRING	NON-RECURRING		
746			LOCAL EXCHANGE SERVICE					
747			Life Line and Link Up America Services		14.50%	14.50%		
748			Residence 1 Party		14.50%	14.50%		
749			Residence Measured		14.50%	14.50%		
750			Service Connections, Moves and Changes		14.50%	14.50%		
751								
752			EXPANDED LOCAL CALLING					
753			Expanded Local Calling (Mandatory)		14.50%	14.50%		
754			MetroPlus		14.50%	14.50%		
755								
756			VERTICAL SERVICES					
757			Auto Redial		14.50%	14.50%		
758			Call Blocker		14.50%	14.50%		
759			Call Forwarding		14.50%	14.50%		
760			Call Forwarding - Busy Line		14.50%	14.50%		
761			Call Forwarding - Busy Line/Don't Answer		14.50%	14.50%		

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Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
762			Call Forwarding - Don't Answer		14.50%	14.50%		
763			Call Return		14.50%	14.50%		
764			Call Trace		14.50%	14.50%		
765			Call Waiting		14.50%	14.50%		
766			Calling Name		14.50%	14.50%		
767			Calling Number		14.50%	14.50%		
768			ComCall®		14.50%	14.50%		
769			Personalized Ring (1 dependent number)		14.50%	14.50%		
770			Personalized Ring (2 dependent numbers - 1st number)		14.50%	14.50%		
771			Personalized Ring (2 dependent numbers - 2nd number)		14.50%	14.50%		
772			Priority Call		\$ 0.145	\$ 0.15		
773			Remote Access to Call Forwarding		\$ 0.15	\$ 0.15		
774			Selective Call Forwarding		\$ 0.15	\$ 0.15		
775			Simultaneous Call Forwarding		\$ 0.15	\$ 0.15		
776			Speed Calling		\$ 0.15	\$ 0.15		
777			Three Way Calling		\$ 0.15	\$ 0.15		
778								
779			ISDN					
780			Digiline		\$ 0.145	\$ 0.15		
781								
782			OTHER					
783			Bundled Telecommunications Services (e.g., the Works)		14.5%	14.5%		
784			Conference Telephone Service		14.5%	14.5%		
785			Customer Alerting Enablement		14.5%	14.5%		
786			Grandfathered Services		14.5%	14.5%		
787			Hot Line		14.5%	14.5%		
788			Improved Transmission		14.5%	14.5%		
789			Intercept Referral Service		14.5%	14.5%		
790			Local Operator Assistance Service		14.5%	14.5%		
791			Promotions (Greater than 90 days)		14.5%	14.5%		
792			Preferred Number Service		14.5%	14.5%		
793			Second Line Control		14.5%	14.5%		
794			TouchTone		14.5%	14.5%		
795			Voice Dial		14.5%	14.5%		
796			Warm Line		14.5%	14.5%		
797								
798					RESALE DISCOUNTS			
799		OTHER (Resale)			RECURRING	NON- RECURRING		
800			DIRECTORY ASSISTANCE SERVICES		14.5%	14.5%		
801			Nationwide Listing Services (NLS)		14.5%	14.5%		
802								
803			TOLL					
804			Home 800sm		14.5%	14.5%		
805			IntraLATA MTS		14.5%	14.5%		
806			WATS		14.5%	14.5%		
807								
808			OPTIONAL TOLL CALLING PLANS					
809			1+ SAVERsm		14.5%	14.5%		
810			Designated Number Service (1+SAVER Directsm)		14.5%	14.5%		
811			Circle Saver		14.5%	14.5%		
812			Circle Saver Trial Plan (Fort Smith Lata Only)		14.5%	14.5%		
813			Community Calling Service		14.5%	14.5%		

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ARKANSAS
November 13, 2002

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Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
814			Extended Community Saver		14.5%	14.5%		
815			900 Call Restriction		14.5%	14.5%		
816			Access Services		0.0%	0.0%		
817			Additional Directory Listings		14.5%	14.5%		
818			Bill Plus		5.0%	5.0%		
819			Company Initiated Suspension Service		0.0%	0.0%		
820			Connections with Terminal Equipment and Communications Equipmen		0.0%	0.0%		
821			Consolidated Billing		5.0%	5.0%		
822			Construction Charges		0.0%	0.0%		
823			Customer Initiated Suspension Service		0.0%	0.0%		
824			Exchange Connection Service		0.0%	0.0%		
825			Joint User Service		0.0%	0.0%		
826			Maintenance of Service Charges		0.0%	0.0%		
827			Plexar Custom®		0.0%	0.0%		
828			Prepaid Calling Cards		14.5%	14.5%		
829			Telecommunications Service Priority Systems		0.0%	0.0%		
830			Toll Billing Exception (Billed Number Screen)		14.5%	14.5%		
831			Toll Restriction		14.5%	14.5%		
832			Wireless Carrier Interconnection Services		0.0%	0.0%		
833								
834			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA	NA	
835								
836			Local disconnect Report (LDR)					
837			Per WTN		\$ 0.10	NA	NA	
838								
839			Simple conversion charge per billable number		NA	\$ 25.00	NA	
840			Electronic conversion orders per billable number		NA	\$ 5.00	NA	
841			Complex conversion orders per billable number		NA	\$ 125.00	NA	
842								
843			SWBT transmittal of CLEC end-user listing to 3rd		NA	\$ 100.00	NA	
844			party pub, per occurrence, per dir publisher					
845								
846			OS/DA					
847			Branding - Resellers					
848		1	- Initial Load	NRBDG	NA	\$ 1,800.00	NA	
849			- Subsequent Load	NRBDG	NA	\$ 1,800.00	NA	
850			- Per Call	ZZUCB	\$ 0.025	NA	NA	
851			Rate Reference - Resellers					
852			- Initial Load	NRBDL	NA	\$ 2,200.00	NA	
853			- Subsequent Load	NRBDM	NA	\$ 1,000.00	NA	
854								
855			OSS (Operational Support Systems)					
856			System Access	ASBS	\$3,030.00	None	None	
857			Remote Facility per port - Direct Connection	ASBS	\$1,560.00	None	None	
858			Remote Facility per port - Dial-up Connection	ASBS	\$312.00	None	None	

SOUTHWESTERN BELL TELEPHONE COMPANY
ARKANSAS
December 20, 2001

APPENDIX PRICING
SWBT-AR/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

<u>Collocation Services</u>					
Arkansas			CAGE		
			QUOTE SHEET		
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB			\$26.15
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N			\$68.28
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L		\$7.08	
<u>COMMON SYSTEMS</u>					
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A		\$0.37	\$113.09
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$565.85
DC Power Engineering	Per Application	NRL6P			\$664.35
<u>Power Panel:</u>					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
<u>Power Cable and Infrastructure:</u>					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.15	\$46.86
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
<u>Equipment Grounding:</u>					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.10	\$29.76
<u>POWER CONSUMPTION (Including HVAC)</u>					
20 Amps	Per 20 Amps	S8FPT		\$233.52	
40 Amps	Per 40 Amps	S8FQD		\$467.03	
50 Amps	Per 50 Amps	S8FPS		\$583.79	
100 Amps	Per 100 Amps	S8FQE		\$973.72	
200 Amps	Per 200 Amps	S8FQF		\$1,947.45	
400 Amps	Per 400 Amps	SP1QJ		\$3,894.90	
<u>FIBER CABLE PLACEMENT</u>					
<u>Central Office:</u>					
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9		\$12.58	\$965.90
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$15.25	
<u>MISCELLANEOUS & OPTIONAL COST:</u>					
<u>MISCELLANEOUS COSTS</u>					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.03	\$14.40
Bits Timing	Per two circuits	S8FQT		\$1.64	\$679.02
Space Availability Report	Per Premise	NRLYX			\$110.65
Security Access / ID Cards	Per Card	NRLZW			\$29.99
ID Card	Per Card	NONE			\$0.00

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SOUTHWESTERN BELL TELEPHONE COMPANY
ARKANSAS
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APPENDIX PRICING
SWBT-AR/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

Collocation Services					
Cage Prep Costs					
Vendor Layout & Coord.	Per CLEC Cage	NRL6N			\$487.76
AC Circuits to Cage	Per CLEC Cage	NRL6O			\$541.00
Cage Fencing Placement	Per Linear Foot Cage Enclosure (CLEC Provides)	NONE			\$0.00
Cage Fencing Removal	Per Linear Foot Removed (CLEC Removes)	NONE			\$0.00
Cage Fencing Relocation	Per Linear Foot Relocated (CLEC Relocates)	NONE			\$0.00
Cage Door & Lock	Each (CLEC Provides)	NONE			\$0.00
Backboard	Each (CLEC Provides)	NONE			\$0.00
Signage	Each (CLEC Provides)	NONE			\$0.00
Overhead light	Each (CLEC Provides)	NONE			\$0.00
AC Electrical Outlet	Each (CLEC Provides)	NONE			\$0.00
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	NRL6R			\$1,076.42
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48		\$4.29	\$165.64
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU		\$4.29	\$165.64
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM		\$188.04	\$4,806.53
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46		\$2.18	\$448.95
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47		\$98.13	\$3,193.50
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN		\$0.99	\$158.83
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR		\$5.59	\$256.51
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRL6W			\$786.70
Cable Installation	Per Placement (CLEC Installs Cable)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.22	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.14	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$0.92	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.43	
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	SP1QC			\$14.25

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APPENDIX PRICING
SWBT-AR/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

<u>Collocation Services</u>					
<u>PROJECT MANAGEMENT</u>					
INITIAL					
Application Processing	Per CLEC Application	NRL1D			\$728.15
Project Coordination	Per CLEC Application	NRL57			\$2,514.98
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL1F			\$470.06
Project Coordination	Per CLEC Application Augment	NRL58			\$1,354.27
<u>TIME SENSITIVE ACTIVITIES</u>					
<u>PRE-VISIT</u>					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$21.85
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$15.14
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$18.57
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$18.11
<u>CONSTRUCTION VISIT</u>					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$18.11
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$21.85

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SOUTHWESTERN BELL TELEPHONE COMPANY
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APPENDIX PRICING
SWBT-AR/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

Collocation Services					
Arkansas		CAGELESS QUOTE SHEET			

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ARKANSAS
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APPENDIX PRICING
SWBT-AR/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		<u>Collocation Services</u>			
<u>MISCELLANEOUS & OPTIONAL COST:</u>					
<u>MISCELLANEOUS COSTS</u>					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.03	\$14.40
Bits Timing	Per two circuits	S8FQT		\$1.64	\$679.02
Space Availability Report	Per Premise	NRLYX			\$110.65
Security Access / ID Cards	Per Card	NRLZW			\$29.99
ID Card	Per Card	NONE			\$0.00
<u>CAGELESS / POT BAY OPTIONS</u>					
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				
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
Route Design	Per Application	NRL6R			\$1,076.42
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E		\$4.29	\$165.64
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		\$4.29	\$165.64
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		\$188.04	\$4,806.53
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		\$2.18	\$448.95
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		\$98.13	\$3,193.50
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		\$0.99	\$158.83
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		\$5.59	\$256.51
Fiber Racking per 24 Fiber Cable	Per Placement				
<u>CLEC TO CLEC CONNECTION</u>					
Route Design	Per Placement/Per Route	NRL6W			\$786.70
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.22	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.14	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$0.92	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.43	
4 Inch Conduit	Per Placement (CLEC Provides)				

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SWBT-AR/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		<u>Collocation Services</u>			
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
	CO Survey and				
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC		\$14.25
<u>PROJECT MANAGEMENT</u>					
	<u>INITIAL</u>				
	Application Processing	Per CLEC Application	NRL1D		\$728.15
	Project Coordination	Per CLEC Application	NRL57		\$2,514.98
	<u>AUGMENT</u>				
	Application Processing	Per CLEC Application Augment	NRL1F		\$470.06
	Project Coordination	Per CLEC Application Augment	NRL58		\$1,354.27
<u>TIME SENSITIVE ACTIVITIES</u>					
<u>PRE-VISIT</u>					
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$21.85
	Com. Tech. -Craft	Per 1/4 hour	NRL14		\$15.14
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$18.57
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$18.11
<u>CONSTRUCTION-VISIT</u>					
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$18.11
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$21.85

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ARKANSAS
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APPENDIX PRICING
SWBT-AR/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

Collocation Services					
	Arkansas	ADJACENT STRUCTURE			
		COST SUMMARY			
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
				RATE	RATE
				MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
	Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55	\$0.07	
CONDUIT PLACEMENT					
	Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L		\$302.16
	Set Up and Wall Coring	Per Placement	S8F8E		\$5,620.02
DC POWER PROVISIONING					
	Power Engineering:				
	DC Power Engineering	Per Placement	S8F8V		\$664.35
	50 Amp DC Power Extension				
	50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE		\$0.00
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ		\$5,601.92
	50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE		\$0.00
	200 Amp DC Power Extension				
	200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE		\$0.00
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3		\$5,601.92
	200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)			
DC POWER CONSUMPTION					
	20 Amps	Per 20 Amps	S8FWJ	\$157.21	
	40 Amps	Per 40 Amps	S8FNK	\$314.41	
	50 Amps	Per 50 Amps	S8FWK	\$393.02	
	100 Amps	Per 100 Amps	S8FWL	\$786.04	
	200 Amps	Per 200 Amps	S8F3U	\$1,572.07	
AC POWER PROVISIONING					
	100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)			
	AC Power	Per KWH	S8F56	\$0.06	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
	CO Site Survey		NRL84		\$2,596.58
PROJECT MANAGEMENT					
	INITIAL				
	Application Processing	Per CLEC Application	NRL6X		\$583.30
	Project Coordination	Per CLEC Application	NRL6Z		\$4,153.43
	AUGMENT				
	Application Processing	Per CLEC Application Augment	NRL6Y		\$470.06
	Project Coordination	Per CLEC Application Augment	NRL83		\$1,969.92
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
	Fiber Cable Engineering	Per Placement	S8FW6		\$813.32
	Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cable)	S8FW7	\$4.76	
	Innerduct Placement	Per Linear Foot	S8FW8		\$1.36

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ARKANSAS
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APPENDIX PRICING
SWBT-AR/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

Collocation Services					
<u>INTERCONNECTION COSTS:</u>					
<u>INTERCONNECTION EXTENSION</u>					
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)				
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
Route Design	Per Application	NRL8P			\$1,076.42
Installation	Per Cable (CLEC Installs)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3G		\$4.29	\$165.64
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWW		\$4.29	\$165.64
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2L		\$188.04	\$4,806.53
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R		\$2.18	\$448.95
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23		\$98.13	\$3,193.50
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27		\$0.99	\$158.83
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N		\$5.59	\$256.51
Fiber Racking per 24 Fiber Cable	Per Placement				
<u>CLEC TO CLEC CONNECTION</u>					
Route Design	Per Placement	NRL8Q			\$786.70
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F57		\$0.22	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
Cable Rack Per DS-3	Per Placement	S8F58		\$0.14	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59		\$0.92	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F61		\$0.43	
4 Inch Conduit	Per Placement (CLEC Provided)				

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SWBT-AR/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

<u>Collocation Services</u>					
<u>TIME SENSITIVE ACTIVITIES</u>					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$21.85
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$15.14
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$18.57
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$18.11
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$18.11
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$21.85

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SWBT-AR/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

<u>Collocation Services</u>					
Arkansas		<u>VIRTUAL COLLOCATION</u>			
		<u>QUOTE SHEET</u>			
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT		UNIT	USOC	RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62		\$33.99	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63		\$61.18	
Storage Cabinte - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66		\$33.99	
Storage Cabinte - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67		\$61.18	
<u>EQUIPMENT BAYS</u>					
Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
<u>COMMON SYSTEMS</u>					
Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64		\$14.96	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		\$26.92	
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
ILEC-Vendor Engineering	Per Application	NRLJX			\$565.85
DC Power Engineering	Per Application	NRLFU			\$664.35
<u>Power Panel:</u>					
50 Amp	Per Power Panel (CLEC Provides)				
<u>Power Cable and Infrastructure:</u>					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		\$0.74	
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)				
<u>Equipment Grounding:</u>					
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69		\$0.52	
<u>POWER CONSUMPTION</u>					
DC Power Usage	Per Amp	S8F78		\$8.96	
<u>FIBER CABLE PLACEMENT</u>					
Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		\$8.25	\$2,255.50
Entrance Conduit	Per Fiber Cable Sheath	S8F8G		\$15.25	
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
CO Survey					
<u>PROJECT MANAGEMENT</u>					
<u>INITIAL</u>					
Application Processing	Per CLEC Application	NRL1U			\$438.44
Project Coordination	Per CLEC Application	NRL59			\$2,987.03
<u>AUGMENT</u>					
Application Processing	Per CLEC Application Augment	NRL56			\$325.21

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Collocation Services

		<u>Collocation Services</u>			
	Project Coordination	Per CLEC Application Augment	NRL5Z		\$1,354.27
	<u>TIME SENSITIVE ACTIVITIES</u>				
	<u>TRAINING</u>				
	Communication Technician	Per 1/2 Hour	NRLJY		\$30.28
	C O Manager (LFO)	Per 1/2 Hour	NRLMO		\$37.14
	Power Engineer	Per 1/2 Hour	NRLNQ		\$36.21
	Equipment Engineer	Per 1/2 Hour	NRLP6		\$36.21
	<u>EQUIPMENT MAINTENANCE COST</u>				
	Communication Technician (NOC)	Per 1/4 Hour	NRLVH		\$15.14
	<u>EQUIPMENT EVALUATION COST</u>				
	Equipment Engineer	Per 1/2 Hour	NRLP7		\$36.21
	<u>CONSTRUCTION COORDINATION</u>				
	Communication Technician	Per 1/2 Hour	NRLVD		\$30.28
	<u>TEST & ACCEPTANCE</u>				
	Communication Technician	Per 1/2 Hour	NRLVD		\$30.28
	<u>INTERCONNECTION COSTS:</u>				
	<u>ILEC TO CLEC CONNECTION</u>				
	Route Design	Per Placement/Per Route	NRLWF		\$1,076.42
	Cable Installation	Per Arrangement			
	Voice Grade Arrangement	100 Copper Pairs	S8F82	\$1.95	\$165.64
	Includes Rack & Maintenance-Voice Gra	100 Copper Pairs			
	Voice Grade Arrangement	100 Shielded Pairs	S8F83	\$1.95	\$165.64
	Includes Rack & Maintenance-Voice Gra	100 Shielded Pairs			
	DS1 Arrangement - DCS	28 DS1	S8F8X	\$188.04	\$4,806.53
	Includes Rack & Maintenance - DS1 - D	28 DS1			
	DS1 Arrangement - DSX	28 DS1	S8F8Y	\$2.18	\$448.95
	Includes Rack & Maintenance - DS1 - D	28 DS1			
	DS3 Arrangement - DCS	1 DS3	S8F8Z	\$98.13	\$3,193.50
	Includes Rack & Maintenance- DS3 - D	1 DS3			
	DS3 Arrangement - DSX	1 DS3	S8F81	\$0.99	\$158.83
	Includes Rack & Maintenance - DS3 - D	1 DS3			
	4 Fiber Jumper	per Placement	S8F84	\$5.19	\$128.26
	Fiber Raceway per 4 Fiber Jumper	Per Placement			
	<u>CLEC TO CLEC CONNECTION</u>				
	Route Design	Per Placement	NRLWG		\$859.13
	Cable Installation	Per Placement (CLEC Installs)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides)			
	Cable Rack per 50 pr Cable	Per Placement	S8F85	\$0.29	
	DS-3 Coax Cable	Per Placement (CLEC Provides)			
	Cable Rack Per DS-3	Per Placement	S8F86	\$0.19	
	4 Fiber Jumper	Per Placement (CLEC Provides)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87	\$1.24	
	24 Fiber Cable	Per Placement (CLEC Provides)			
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F88	\$0.58	
	<u>MISCELLANEOUS COSTS</u>				
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W	\$0.05	\$14.40
	Bits Timing	Per two circuits	S8F7Z	\$2.22	\$679.02

TBD - To be det
NRO - Nonrecurring only
ICB - Indiv case basis
NA - Not applicable
- USOC under dev

Arkansas

Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Zone 1 - Rural	U21	*	\$23.50	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 2 - Suburban	U21	*	\$14.80	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 3 - Urban	U21	*	\$11.60	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
2-Wire Analog Promotion	NRBM4	*	NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
* This promotional discount on monthly recurring charges for unbundled local loops used in the provision of local service to residential end user customers ("Local Loops Discount") has sunset (terminated) in SBC-SWBT and SBC-SNET. However, any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with SBC-SWBT or SBC-SNET that provided for such Local Loops Discount before the sunset date in each respective SBC-SWBT or SBC-SNET state, such CLEC shall continue to receive this promotional discount only for those unbundled local loops that were ordered by CLEC while the Offering Window for this Local Loops Discount was still in effect, and that had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions, and only then until the end of the "Promotional Period" for the loop at issue, as defined in Paragraph 46.c of the FCC Merger Conditions (i.e., "36 months from the date [the] qualifying unbundled local loop [was] installed and operational, or the period during which the loop remains in service at the same location and for the same telecommunications carrier, whichever is shorter"). Any unbundled local loops ordered after the date the Offering Window closed in the state at issue shall not be eligible for the Local Loops Discount.					

SCHEDULE - UNE COMBINATIONS
(Arkansas)

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

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

APPENDIX PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which the applicable SBC Communications Inc. (**SBC**) owned Incumbent Local Exchange Carrier (ILEC) provides prices to CLEC.
- 1.2 **SBC Communications Inc. (SBC)** 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 d/b/a SBC 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.
- 1.3 **SNET** - As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.4 Other than as specifically set out elsewhere in this Agreement, **SNET** unbundled elements prices are available as described in DPUC ordered CT Access Service Tariff Section 18. The pricing of **SNET** unbundled elements will be based on their Total Service Long Run Incremental Costs ("TSLRIC") and include a reasonable contribution to joint and common costs, as identified in Docket Nos. 96-09-22 and 97-04-10, and the Department's Decision in Docket Nos. 00-01-02, 00-03-19, 00-05-06 and 00-12-15.
- 1.5 Operator Services (OS), Director Assistance (DA), and Reciprocal Compensation Monthly Recurring Charges (MRCs) and Nonrecurring Charges (NRCs) are set forth below.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution;

audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX PRICING
SNET/QUANTUMSHIFT COMMUNICATIONS, INC.

ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

SOUTHERN NEW ENGLAND TELEPHONE COMPANY
CONNECTICUT
May 14, 2002

APPENDIX PRICING
SNET/QUANTUMSHIFT COMMUNICATIONS, INC.

CONNECTICUT			SNET RECURRING		SNET NON-RECURRING	
	Resale Services and Rates, set at a minimum discount of 25.4% as established by the Connecticut Department of Public Utility Control (DPUC), are shown in the Connecticut Access Service Tariff, Section 18.					
	UNE and Interconnection Services and Rates, as established by the DPUC, are shown in the Connecticut Access Services Tariff, Section 18.					
	** These charges only apply when CLEC utilizes SNET's Operator Services for CLEC's switch-based end users. For CLEC's end users served via the Telco's switch, rates are shown in the Connecticut Access Services Tariff, Section 18.					

		Collocation Services				
Connecticut		CAGE				
		QUOTE SHEET				
				QUANTITY	RATE	RATE
				OF	MONTHLY	NON-
COST ELEMENT		UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB				\$159.82
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N				\$162.07
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L			\$10.91	
COMMON SYSTEMS						
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A			\$0.23	\$174.42
POWER PROVISIONING						
Power Engineering:						
ILEC-Vendor Engineering	Per Application	NRL6Q				\$575.05
DC Power Engineering	Per Application	NRL6P				\$858.57
Power Panel:						
50 Amp	Per Power Panel (CLEC Provides)	NONE				\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE				\$0.00
Power Cable and Infrastructure:						
Power Cable Rack	Per Four Power Cables or Quad	S8F29			\$0.06	\$47.63
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
Equipment Grounding:						
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR			\$0.04	\$30.25
POWER CONSUMPTION (Including HVAC)						
20 Amps	Per 20 Amps	S8FPT			\$289.43	
40 Amps	Per 40 Amps	S8FQD			\$578.85	
50 Amps	Per 50 Amps	S8FPS			\$723.57	
100 Amps	Per 100 Amps	S8FQE			\$1,247.46	
200 Amps	Per 200 Amps	S8FQF			\$2,494.93	
400 Amps	Per 400 Amps	SP1QJ			\$4,989.86	
FIBER CABLE PLACEMENT						
Central Office:						
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9			\$14.59	\$1,138.94
Entrance Conduit	Per Fiber Cable Sheath	S8FW5			\$17.26	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45			\$0.01	\$14.63
Bits Timing	Per two circuits	S8FQT			\$0.29	\$690.06
Space Availability Report	Per Premise	NRLYX				\$112.45
Security Access / ID Cards	Per Card	NRLZW				\$32.11
ID Card	Per Card	NONE				\$0.00
Cage Prep Costs						
Vendor Layout & Coord.	Per CLEC Cage	NRL6N				\$495.69
AC Circuits to Cage	Per CLEC Cage	NRL6O				\$549.79
Cage Fencing Placement	Per Linear Foot Removed (CLEC Removes)	NONE				\$0.00
Cage Fencing Removal	Per Linear Foot Relocated (CLEC Relocates)	NONE				\$0.00
Cage Fencing Relocation	Each (CLEC Provides)	NONE				\$0.00
Cage Door & Lock	Each (CLEC Provides)	NONE				\$0.00
Backboard	Each (CLEC Provides)	NONE				\$0.00
Signage	Each (CLEC Provides)	NONE				\$0.00
Overhead light	Each (CLEC Provides)	NONE				\$0.00
AC Electrical Outlet	Each (CLEC Provides)	NONE				\$0.00
INTERCONNECTION COSTS:						
ILEC TO CLEC CONNECTION						
Route Design	Per Application	NRL6R				\$1,351.30
Installation	Per Cable (CLEC Installs Cable)					
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48			\$4.23	\$168.33
Rack - Voice Grade	100 Copper Pairs					
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU			\$4.23	\$168.33
Rack - Voice Grade	100 Shielded Pairs					
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM			\$202.39	\$5,154.30
Rack - DS1 - DCS	28 DS1					
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46			\$1.29	\$456.25
Rack - DS1 - DSX	28 DS1					

		<u>Collocation Services</u>				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47			\$104.01	\$3,424.56
Rack - DS3 - DCS	1 DS3					
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN			\$0.67	\$161.41
Rack - DS3 - DSX	1 DS3					
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR			\$5.50	\$260.68
Fiber Racking per 24 Fiber Cable	Per Placement					
CLEC TO CLEC CONNECTION						
Route Design	Per Placement/Per Route	NRL6W				\$987.87
Cable Installation	Per Placement (CLEC Installs Cable)					
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)					
Cable Rack per 50 pr Cable	Per Placement	S8F4X			\$0.24	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)					
Cable Rack Per DS-3	Per Placement	S8F4Y			\$0.16	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)					
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z			\$1.04	
24 Fiber Cable	Per Placement (CLEC Provides Cable)					
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G			\$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	SP1QC				\$17.77
PROJECT MANAGEMENT						
INITIAL						
Application Processing	Per CLEC Application	NRL1D				\$891.55
Project Coordination	Per CLEC Application	NRL57				\$3,156.89
AUGMENT						
Application Processing	Per CLEC Application Augment	NRL1F				\$574.93
Project Coordination	Per CLEC Application Augment	NRL58				\$1,712.44
TIME SENSITIVE ACTIVITIES						
PRE-VISIT						
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11				\$25.44
Com. Tech. -Craft	Per 1/4 hour	NRL14				\$22.14
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12				\$20.39
Floor Space planner 1 Lv	Per 1/4 hour	NRL13				\$22.71
CONSTRUCTION-VISIT						
Project Mgr. -1 Lv	Per 1/4 hour	NRL15				\$22.71
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16				\$25.44

Collocation Services					
Connecticut	CAGELESS				
	QUOTE SHEET				
COST ELEMENT	UNIT	USOC	QUANTITY OF UNITS	RATE MONTHLY RECURRING	RATE NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	S8FWC			\$1,598.20
Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	S8FWG			\$1,620.70
Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	S8F9C		\$109.10	
Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWD			\$2,876.76
Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWH			\$2,917.26
Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F9E		\$196.38	
COMMON SYSTEMS					
Common Systems - Cageless	Per 10 Sq. Ft. of space (Standard Bay)	S8FWE		\$2.76	\$2,144.94
Common Systems - Cageless	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWF		\$4.97	\$3,860.89
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$575.05
DC Power Engineering	Per Application	NRL6P			\$858.57
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.06	\$47.63
20 Amp	Per Four Power Cables or Quad	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad	NONE			\$0.00
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.04	\$30.25
POWER CONSUMPTION (Including HVAC)					
20 Amps	Per 20 Amps	S8FPT		\$289.43	
40 Amps	Per 40 Amps	S8FQD		\$578.85	
50 Amps	Per 50 Amps	S8FPS		\$723.57	
100 Amps	Per 100 Amps	S8FQE		\$1,247.46	
200 Amps	Per 200 Amps	S8FQF		\$2,494.93	
400 Amps	Per 400 Amps	SP1QJ		\$4,989.86	
FIBER CABLE PLACEMENT					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	S8FQ9		\$14.59	\$1,138.94
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$17.26	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.01	\$14.63
Bits Timing	Per two circuits	S8FQT		\$0.29	\$690.06
Space Availability Report	Per Premise	NRLYX			\$112.45
Security Access / ID Cards	Per Card	NRLZW			\$32.11
ID Card	Per Card	NONE			\$0.00
CAGELESS / POT BAY OPTIONS					
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				
				\$2.98	
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	NRL6R			\$1,351.30
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E		\$4.23	\$168.33
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		\$4.23	\$168.33

		<u>Collocation Services</u>				
Rack - Voice Grade	100 Shielded Pairs					
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		\$202.39	\$5,154.30	
Rack - DS1 - DCS	28 DS1					
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		\$1.29	\$456.25	
Rack - DS1 - DSX	28 DS1					
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		\$104.01	\$3,424.56	
Rack - DS3 - DCS	1 DS3					
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		\$0.67	\$161.41	
Rack - DS3 - DSX	1 DS3					
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		\$5.50	\$260.68	
Fiber Racking per 24 Fiber Cable	Per Placement					
CLEC TO CLEC CONNECTION						
Route Design	Per Placement/Per Route	NRL6W			\$987.87	
Cable Installation	Per Placement (CLEC Installs)					
50 Pr Shielded Cable	Per Placement (CLEC Provides)					
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.24		
DS-3 Coax Cable	Per Placement (CLEC Provides)					
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.16		
4 Fiber Jumper	Per Placement (CLEC Provides)					
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$1.04		
24 Fiber Cable	Per Placement (CLEC Provides)					
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$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	SP1QC			\$17.77	
PROJECT MANAGEMENT						
INITIAL						
Application Processing	Per CLEC Application	NRL1D			\$891.55	
Project Coordination	Per CLEC Application	NRL57			\$3,156.89	
AUGMENT						
Application Processing	Per CLEC Application Augment	NRL1F			\$574.93	
Project Coordination	Per CLEC Application Augment	NRL58			\$1,712.44	
TIME SENSITIVE ACTIVITIES						
PRE-VISIT						
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$25.44	
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$22.14	
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$20.39	
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$22.71	
CONSTRUCTION-VISIT						
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$22.71	
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$25.44	

Collocation Services					
Connecticut			ADJACENT STRUCTURE		
			COST SUMMARY		
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
				QUANTITY	RATE
				OF	RATE
COST ELEMENT			UNIT	USOC	MONTHLY NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space Usage			Per Sq. Ft. of land used by CLEC	S8F55	\$0.21
CONDUIT PLACEMENT					
Co to Adjacent Structure			Per Linear Foot per 7 Ducts	NRL8L	\$307.08
Set Up and Wall Coring			Per Placement	S8F8E	\$5,711.40
DC POWER PROVISIONING					
Power Engineering:					
DC Power Engineering			Per Placement	S8F8V	\$858.57
50 Amp DC Power Extension					
50 Amp Power Panel			Per Power Panel (CLEC Provides)	NONE	\$0.00
ILEC-Vendor Engineering			Per Four Power Cables (quad)	S8FWZ	\$5,693.00
50 Amp Cable Extension			Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE	\$0.00
200 Amp DC Power Extension					
200 Amp Power Panel			Per Power Panel (CLEC Provides)	NONE	\$0.00
ILEC-Vendor Engineering			Per Four Power Cables (quad)	S8FW3	\$5,693.00
200 Amp Cable Extension			Per Cable Quad Per Linear Foot (CLEC Provides Cable)		
DC POWER CONSUMPTION					
20 Amps			Per 20 Amps	S8FWJ	\$213.34
40 Amps			Per 40 Amps	S8FNK	\$426.69
50 Amps			Per 50 Amps	S8FWK	\$533.36
100 Amps			Per 100 Amps	S8FWL	\$1,066.72
200 Amps			Per 200 Amps	S8F3U	\$2,133.44
AC POWER PROVISIONING					
100 Amp AC Power Extension			Per Linear Foot (CLEC Installs)		
AC Power			Per KWH	S8F56	\$0.12
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Site Survey			NRL84		\$3,236.07
PROJECT MANAGEMENT					
INITIAL					
Application Processing			Per CLEC Application	NRL6X	\$709.83
Project Coordination			Per CLEC Application	NRL6Z	\$5,260.60
AUGMENT					
Application Processing			Per CLEC Application Augment	NRL6Y	\$574.93
Project Coordination			Per CLEC Application Augment	NRL83	\$2,503.20
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
Fiber Cable Engineering			Per Placement	S8FW6	\$1,082.14
Fiber Cable /Rack			Per Fiber Cable Sheath/Rack (CLEC provides and pulls cabl	S8FW7	\$0.00
Innerduct Placement			Per Linear Foot	S8FW8	\$1.38
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	NRL8P	\$1,351.30
Installation			Per Cable (CLEC Installs)		
Voice Grade Arrangement			100 Copper Pairs (CLEC Provides Cable)	S8F3G	\$4.23
Rack - Voice Grade			100 Copper Pairs		\$168.33
Voice Grade Arrangement			100 Shielded Pairs (CLEC Provides Cable)	S8FWW	\$4.23
Rack - Voice Grade			100 Shielded Pairs		\$168.33
DS1 Arrangement - DCS			28 DS1 (CLEC Provides Cable)	S8F2L	\$202.39
Rack - DS1 - DCS			28 DS1		\$5,154.30
DS1 Arrangement - DSX			28 DS1 (CLEC Provides Cable)	S8F2R	\$1.29
					\$456.25

		<u>Collocation Services</u>				
Rack - DS1 - DSX	28 DS1					
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23		\$104.01	\$3,424.56	
Rack - DS3 - DCS	1 DS3					
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27		\$0.67	\$161.41	
Rack - DS3 - DSX	1 DS3					
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N		\$5.50	\$260.68	
Fiber Racking per 24 Fiber Cable	Per Placement					
CLEC TO CLEC CONNECTION						
Route Design	Per Placement	NRL8Q			\$987.87	
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	S8F57		\$0.24		
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			\$0.00	\$0.00	
Cable Rack Per DS-3	Per Placement	S8F58		\$0.16		
4 Fiber Jumper	Per Placement (CLEC Provides Cable)			\$0.00	\$0.00	
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59		\$1.04		
24 Fiber Cable	Per Placement (CLEC Provides Cable)			\$0.00	\$0.00	
Fiber Racking per 24 Fiber Cable	Per Placement	S8F61		\$0.49		
4 Inch Conduit	Per Placement (CLEC Provided)				\$0.00	
TIME SENSITIVE ACTIVITIES						
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$25.44	
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$22.14	
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$20.39	
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$22.71	
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$22.71	
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$25.44	

Collocation Services					
Connecticut	VIRTUAL COLLOCATION				
	QUOTE SHEET				
COST ELEMENT	UNIT	USOC	QUANTITY OF UNITS	RATE MONTHLY RECURRING	RATE NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62		\$52.36	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63		\$94.25	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66		\$52.36	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67		\$94.25	
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	S8F64		\$15.21	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		\$27.38	
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRLJX			\$575.05
DC Power Engineering	Per Application	NRLFU			\$858.57
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)				
Power Cable and Infrastructure:					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		\$0.73	
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	S8F69		\$0.51	
POWER CONSUMPTION					
DC Power Usage	Per Amp	S8F78		\$11.31	
FIBER CABLE PLACEMENT					
Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		\$10.32	\$3,002.16
Entrance Conduit	Per Fiber Cable Sheath	S8F8G		\$17.26	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey					
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1U			\$528.11
Project Coordination	Per CLEC Application	NRL59			\$3,824.59
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL56			\$393.22
Project Coordination	Per CLEC Application Augment	NRL5Z			\$1,712.44
TIME SENSITIVE ACTIVITIES					
TRAINING					
Communication Technician	Per 1/2 Hour	NRLJY			\$44.28
C O Manager (LFO)	Per 1/2 Hour	NRLMO			\$40.79
Power Engineer	Per 1/2 Hour	NRLNQ			\$45.43
Equipment Engineer	Per 1/2 Hour	NRLP6			\$45.43
EQUIPMENT MAINTENANCE COST					
Communication Technician (NOC)	Per 1/4 Hour	NRLVH			\$22.14
EQUIPMENT EVALUATION COST					
Equipment Engineer	Per 1/2 Hour	NRLP7			\$45.43
CONSTRUCTION COORDINATION					
Communication Technician	Per 1/2 Hour	NRLVD			\$44.28
TEST & ACCEPTANCE					
Communication Technician	Per 1/2 Hour	NRLVD			\$44.28
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Placement	NRLWF			\$1,351.30
Cable Installation	Per Arrangement				
Voice Grade Arrangement	100 Copper Pairs	S8F82		\$1.61	\$168.33
Includes Rack & Maintenance-Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs	S8F83		\$1.61	\$168.33

		<u>Collocation Services</u>				
Includes Rack & Maintenance-Voice Grade	100 Shielded Pairs					
DS1 Arrangement - DCS	28 DS1	S8F8X			\$202.39	\$5,154.30
Includes Rack & Maintenance - DS1 - DCS	28 DS1					
DS1 Arrangement - DSX	28 DS1	S8F8Y			\$1.29	\$456.25
Includes Rack & Maintenance - DS1 - DSX	28 DS1					
DS3 Arrangement - DCS	1 DS3	S8F8Z			\$104.01	\$3,424.56
Includes Rack & Maintenance - DS3 - DCS	1 DS3					
DS3 Arrangement - DSX	1 DS3	S8F81			\$0.67	\$161.41
Includes Rack & Maintenance - DS3 - DSX	1 DS3					
4 Fiber Jumper	per Placement	S8F84			\$4.87	\$130.34
Fiber Raceway per 4 Fiber Jumper	Per Placement					
<u>CLEC TO CLEC CONNECTION</u>						
Route Design	Per Placement/Per Route	NRLWG				\$1,078.72
Cable Installation	Per Placement (CLEC Installs)					
50 Pr Shielded Cable	Per Placement (CLEC Provides)					
Cable Rack per 50 pr Cable	Per Placement	S8F85			\$0.29	
DS-3 Coax Cable	Per Placement (CLEC Provides)					
Cable Rack Per DS-3	Per Placement	S8F86			\$0.19	
4 Fiber Jumper	Per Placement (CLEC Provides)					
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87			\$1.23	
24 Fiber Cable	Per Placement (CLEC Provides)					
Fiber Racking per 24 Fiber Cable	Per Placement	S8F88			\$0.58	
<u>MISCELLANEOUS COSTS</u>						
Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W			\$0.02	\$14.63
Bits Timing	Per two circuits	S8F7Z			\$0.90	\$690.06

Connecticut Merger Conditions Pricing

MERGER CONDITIONS PRICING			Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Zone A		*	\$7.25	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone B		*	\$12.75	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone C		*	\$12.75	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone D		*	\$12.75	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
* This promotional discount on monthly recurring charges for unbundled local loops used in the provision of local service to residential end user customers ("Local Loops Discount") has sunset (terminated) in SBC-SWBT and SBC-SNET. However, any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with SBC-SWBT or SBC-SNET that provided for such Local Loops Discount before the sunset date in each respective SBC-SWBT or SBC-SNET state, such CLEC shall continue to receive this promotional discount only for those unbundled local loops that were ordered by CLEC while the Offering Window for this Local Loops Discount was still in effect, and that had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions, and only then until the end of the "Promotional Period" for the loop at issue, as defined in Paragraph 46.c of the FCC Merger Conditions (i.e., "36 months from the date [the] qualifying unbundled local loop [was] installed and operational, or the period during which the loop remains in service at the same location and for the same telecommunications carrier, whichever is shorter"). Any unbundled local loops ordered after the date the Offering Window closed in the state at issue shall not be eligible for the Local Loops Discount.					

SCHEDULE - UNE COMBINATIONS
(Connecticut)

UNE-RS

2-Wire Basic Analog loop w/ Basic line Port

EELs

2-Wire Analog Loop to DS1

2-Wire Digital Loop to DS1

4-Wire Digital Loop (DS1 Loop) to DS1

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) 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 d/b/a SBC 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.
- 1.3 As used herein, AM-IL means the applicable above listed ILEC doing business in Illinois.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AM-IL under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if AM-IL provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by AM-IL and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, AM-IL shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix PRICING 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.

1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
B	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8
C	See: Tariff 20 Part 4 Section 2, Sheets 5-36.8

For Unbundled Interoffice Transmission Facilities:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: FCC #2, Section 7, Subsection 7.7
B	See: FCC #2, Section 7, Subsection 7.7
C	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of AM-IL's plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

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

- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-IL** 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, **AM-IL** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AM-IL** network, without any changes to **AM-IL**’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AM-IL** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Shared Transport (ULS-ST)

4.2 General Principles for Stand Alone ULS

- 4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a AM-IL End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
- 4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
- 4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, AM-IL will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

- 4.3.1 Beginning on October 9, 2000, SBC-AMERITECH no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).
- 4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection,

service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Line	ILLINOIS	AIT Generic Rates	Recurring		Non-Recurring	
2		<u>UNBUNDLED NETWORK ELEMENTS</u>				
3		<u>Unbundled Loops</u>				
4		2-Wire Analog -Rural (Access Area C)	\$	11.40	See NRC prices below	
5		2-Wire Analog - Suburban (Access Area B)	\$	7.07	See NRC prices below	
6		2-Wire Analog - Metro (Access Area A)	\$	2.59	See NRC prices below	
7		2-Wire Ground Start-Rural(Access Area C)	\$	12.38	See NRC prices below	
8		2-Wire Ground Start-Suburban(Access Area B)	\$	7.84	See NRC prices below	
9		2-Wire Ground Start-Metro(Access Area A)	\$	2.64	See NRC prices below	
10		2-Wire Coin-Rural(Access Area C)	\$	12.72	See NRC prices below	
11		2-Wire Coin-Suburban(Access Area B)	\$	8.09	See NRC prices below	
12		2-Wire Coin-Metro(Access Area A)	\$	2.67	See NRC prices below	
13		2-Wire EKL--Rural(Access Area C)	\$	17.92	See NRC prices below	
14		2-Wire EKL-Suburban(Access Area B)	\$	12.18	See NRC prices below	
15		2-Wire EKL-Metro(Access Area A)	\$	2.95	See NRC prices below	
16		Conditioning for dB Loss		N/A	See NRC prices below	
17		4-Wire Analog - Rural (Access Area C)	\$	26.63	See NRC prices below	
18		4-Wire Analog - Suburban (Access Area B)	\$	16.82	See NRC prices below	
19		4-Wire Analog - Metro Access Area C)	\$	4.08	See NRC prices below	
20		2-Wire Digital - Rural (Access Area C)	\$	13.68	See NRC prices below	
21		2-Wire Digital - Suburban (Access Area B)	\$	8.88	See NRC prices below	
22		2-Wire Digital - Metro (Access Area A)	\$	2.71	See NRC prices below	
23		4-Wire Digital - Rural (Access Area C)	\$	61.56	See NRC prices below	
24		4-Wire Digital - Suburban (Access Area B)	\$	61.45	See NRC prices below	
25		4-Wire Digital - Metro (Access Area A)	\$	73.46	See NRC prices below	
26		DS3 Loop - Rural (Access Area C)	\$	893.25	See NRC prices below	
27		DS3 Loop - Suburban (Access Area B)	\$	886.89	See NRC prices below	
28		DS3 Loop - Metro (Access Area A)	\$	539.75	See NRC prices below	
29		<u>DSL Capable Loops</u>				
30		<u>2-Wire Digital Loop ISDN/IDSL</u>				
31		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural	See 2-Wire Digital		See NRC prices below	
32		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban	See 2-Wire Digital		See NRC prices below	
33		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro	See 2-Wire Digital		See NRC prices below	
34		<u>2-Wire xDSL Loop</u>				
35		PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	\$	11.40	See NRC prices below	
36		PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	\$	7.07	See NRC prices below	
37		PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	\$	2.59	See NRC prices below	
38						
39		PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	\$	11.40	See NRC prices below	
40		PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	\$	7.07	See NRC prices below	
41		PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	\$	2.59	See NRC prices below	
42						
43		PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	\$	11.40	See NRC prices below	
44		PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	\$	7.07	See NRC prices below	
45		PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	\$	2.59	See NRC prices below	
46						
47		PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	\$	11.40	See NRC prices below	
48		PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	\$	7.07	See NRC prices below	
49		PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	\$	2.59	See NRC prices below	
50						
51		PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	\$	11.40	See NRC prices below	
52		PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	\$	7.07	See NRC prices below	
53		PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	\$	2.59	See NRC prices below	
54						
55		PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	\$	11.40	See NRC prices below	
56		PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	\$	7.07	See NRC prices below	
57		PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	\$	2.59	See NRC prices below	
58		<u>4-Wire xDSL Loop</u>				
59		PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	\$	26.63	See NRC prices below	
60		PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	\$	16.82	See NRC prices below	
61		PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	\$	4.08	See NRC prices below	
62		<u>IDSL Capable Loop</u>				
63		IDSL Loop Access Area C - Rural	\$	13.68	See NRC prices below	
64		IDSL Loop Access Area B - Suburban	\$	8.88	See NRC prices below	
65		IDSL Loop Access Area A - Metro	\$	2.71	See NRC prices below	
66						
67		<u>HFPL</u>				
68		HFPL Loop				
69	*	HFPL Loop - Access Area C- Rural	\$	5.70	N/A	N/A
70	*	HFPL Loop - Access Area B- Suburban	\$	3.54	N/A	N/A
71	*	HFPL Loop - Access Area A- Metro	\$	1.30	N/A	N/A
72						

Line	ILLINOIS	AIT Generic Rates	Recurring		Non-Recurring	
73		HFPL Cross Connects				
74	*	HFPL Cross Connect - CLEC Owned Non Integrated	\$	0.56	\$	140.53 N/A
75	*	HFPL Cross Connect - CLEC Owned Integrated	\$	0.56	\$	140.53 N/A
76	*	HFPL Cross Connect - SBC Owned	\$	0.56	\$	140.53 N/A
77		The price assumes all Central Office cross-connects required to provision the HFPL product				
78		HFPL OSS Charge				
79	*	HFPL OSS Charge - per line	\$	0.87		N/A N/A
80		HFPL LST				
81	*	Line & Station Transfer(LST)		N/A		TBD TBD
82	*	HFPL Service Order Charge		NA	\$	13.17 N/A
83						
84		Loop Qualification Process				
85		Loop Qualification Process - Mechanized		N/A	\$	- N/A
86		Loop Qualification Process - Manual per minute		N/A	\$	- N/A
87		Loop Qualification Process - Detailed Manual		N/A		TBD N/A
88						
89		DSL Conditioning Options				
90		DSL Conditioning Options - >12KFT and < 17.5KFT				
91		Removal of Repeater Options - per element		N/A		\$21.49 N/A
92		Removal Bridged Tap Option - per element		N/A		\$14.00 N/A
93		Removal of Load Coil - per element		N/A		\$14.08 N/A
94		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT per element				
95		Removal of Repeater Options - per element		N/A		\$21.49 N/A
96		Removal Bridged Tap Option - per element		N/A		\$14.00 N/A
97		Removal of Load Coil - per element		N/A		\$14.08 N/A
98						
99						
100		Loop Non-Recurring Charges				
101		Service Order - Initial		NA	\$	2.58 N/A
102		Service Order - Subsequent		NA	\$	1.71 N/A
103		Service Order-Record Work Only		NA	\$	1.02 N/A
104		Line Connection		NA	\$	20.21 N/A
105		DS0 - Administrative		NA	\$	91.88 N/A
106		DS0 - Design & Central Office		NA	\$	127.86 N/A
107		DS0 - Customer Connection		NA		\$121.94 N/A
108		DS1 - Administrative		NA	\$	142.93 N/A
109		DS1 - Design & Central Office		NA	\$	332.61 N/A
110		DS1 - Customer Connection		NA	\$	185.48 N/A
111		DS3 - Administrative		N/A	\$	207.41 N/A
112		DS3 - Design & Central Office		N/A	\$	659.30 N/A
113		DS3 - Customer Connection		N/A	\$	228.36 N/A
114						
115		SUB-LOOPS				
116		CO to ECS sub-loop				
117		2 Wire Analog - area A	\$	3.72		See NRC prices below
118		2 Wire Analog - area B	\$	5.50		See NRC prices below
119		2 Wire Analog - area C	\$	6.73		See NRC prices below
120		4 Wire Analog - area A	\$	7.71		See NRC prices below
121		4 Wire Analog - area B	\$	14.13		See NRC prices below
122		4 Wire Analog - area C	\$	16.62		See NRC prices below
123		2 Wire DSL - area A		TBD		See NRC prices below
124		2 Wire DSL - area B		TBD		See NRC prices below
125		2 Wire DSL - area C		TBD		See NRC prices below
126		4 Wire DSL - area A		TBD		See NRC prices below
127		4 Wire DSL - area B		TBD		See NRC prices below
128		4 Wire DSL - area C		TBD		See NRC prices below
129		2 Wire ISDN Compatible - area A	\$	9.55		See NRC prices below
130		2 Wire ISDN Compatible - area B	\$	11.69		See NRC prices below
131		2 Wire ISDN Compatible - area C	\$	15.30		See NRC prices below
132		CO to RT sub-loop				
133		4 Wire DS1 Compatible - area A	\$	80.71		See NRC prices below
134		4 Wire DS1 Compatible - area B	\$	79.21		See NRC prices below
135		4 Wire DS1 Compatible - area C	\$	93.21		See NRC prices below
136		DS3 compatible subloop - area A	\$	537.15		See NRC prices below
137		DS3 compatible subloop - area B	\$	865.98		See NRC prices below
138		DS3 compatible subloop - area C	\$	871.00		See NRC prices below
139		CO to SAI Sub-Loop				
140		2 Wire Analog - area A	\$	3.70		See NRC prices below
141		2 Wire Analog - area B	\$	6.98		See NRC prices below
142		2 Wire Analog - area C	\$	7.83		See NRC prices below
143		4 Wire Analog - area A	\$	7.70		See NRC prices below

**AMERITECH
TELEPHONE COMPANY
ILLINOIS**
December 10, 2002

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Line	ILLINOIS	AIT Generic Rates	Recurring		Non-Recurring
144		4 Wire Analog - area B	\$	17.18	See NRC prices below
145		4 Wire Analog - area C	\$	18.85	See NRC prices below
146		2 Wire DSL - area A	\$	3.54	See NRC prices below
147		2 Wire DSL - area B	\$	6.73	See NRC prices below
148		2 Wire DSL - area C	\$	6.84	See NRC prices below
149		4 Wire DSL - area A	\$	6.77	See NRC prices below
150		4 Wire DSL - area B	\$	13.17	See NRC prices below
151		4 Wire DSL - area C	\$	13.33	See NRC prices below
152		2 Wire ISDN Compatible - area A	\$	4.52	See NRC prices below
153		2 Wire ISDN Compatible - area B	\$	11.36	See NRC prices below
154		2 Wire ISDN Compatible - area C	\$	13.82	See NRC prices below
155		CO to Terminal sub-loop			
156		2 Wire Analog - area A	\$	3.68	See NRC prices below
157		2 Wire Analog - area B	\$	11.27	See NRC prices below
158		2 Wire Analog - area C	\$	16.51	See NRC prices below
159		4 Wire Analog - area A	\$	7.74	See NRC prices below
160		4 Wire Analog - area B	\$	25.73	See NRC prices below
161		4 Wire Analog - area C	\$	36.19	See NRC prices below
162		2 Wire DSL - area A	\$	3.53	See NRC prices below
163		2 Wire DSL - area B	\$	11.02	See NRC prices below
164		2 Wire DSL - area C	\$	15.52	See NRC prices below
165		4 Wire DSL - area A	\$	6.80	See NRC prices below
166		4 Wire DSL - area B	\$	21.71	See NRC prices below
167		4 Wire DSL - area C	\$	30.68	See NRC prices below
168		2 Wire ISDN Compatible - area A	\$	4.51	See NRC prices below
169		2 Wire ISDN Compatible - area B	\$	15.65	See NRC prices below
170		2 Wire ISDN Compatible - area C	\$	22.50	See NRC prices below
171		ECS to SAI sub-loop			
172		2 Wire Analog - area A	\$	0.99	See NRC prices below
173		2 Wire Analog - area B	\$	1.64	See NRC prices below
174		2 Wire Analog - area C	\$	1.70	See NRC prices below
175		4 Wire Analog - area A	\$	2.00	See NRC prices below
176		4 Wire Analog - area B	\$	3.34	See NRC prices below
177		4 Wire Analog - area C	\$	3.35	See NRC prices below
178		2 Wire DSL - area A	\$	0.99	See NRC prices below
179		2 Wire DSL - area B	\$	1.64	See NRC prices below
180		2 Wire DSL - area C	\$	1.70	See NRC prices below
181		4 Wire DSL - area A	\$	2.00	See NRC prices below
182		4 Wire DSL - area B	\$	3.34	See NRC prices below
183		4 Wire DSL - area C	\$	3.35	See NRC prices below
184		ECS to Terminal sub-loop			
185		2 Wire Analog - area A	\$	0.98	See NRC prices below
186		2 Wire Analog - area B	\$	5.93	See NRC prices below
187		2 Wire Analog - area C	\$	10.38	See NRC prices below
188		4 Wire Analog - area A	\$	2.03	See NRC prices below
189		4 Wire Analog - area B	\$	11.88	See NRC prices below
190		4 Wire Analog - area C	\$	20.70	See NRC prices below
191		2 Wire DSL - area A	\$	0.98	See NRC prices below
192		2 Wire DSL - area B	\$	5.93	See NRC prices below
193		2 Wire DSL - area C	\$	10.38	See NRC prices below
194		4 Wire DSL - area A	\$	2.03	See NRC prices below
195		4 Wire DSL - area B	\$	11.88	See NRC prices below
196		4 Wire DSL - area C	\$	20.70	See NRC prices below
197		ECS to NID sub-loop			
198		2 Wire Analog - area A	\$	2.14	See NRC prices below
199		2 Wire Analog - area B	\$	7.36	See NRC prices below
200		2 Wire Analog - area C	\$	11.84	See NRC prices below
201		4 Wire Analog - area A	\$	4.36	See NRC prices below
202		4 Wire Analog - area B	\$	14.74	See NRC prices below
203		4 Wire Analog - area C	\$	23.64	See NRC prices below
204		2 Wire DSL - area A	\$	2.14	See NRC prices below
205		2 Wire DSL - area B	\$	7.36	See NRC prices below
206		2 Wire DSL - area C	\$	11.84	See NRC prices below
207		4 Wire DSL - area A	\$	4.36	See NRC prices below
208		4 Wire DSL - area B	\$	14.74	See NRC prices below
209		4 Wire DSL - area C	\$	23.64	See NRC prices below
210		SAI to Terminal sub-loop			
211		2 Wire Analog - area A	\$	1.94	See NRC prices below
212		2 Wire Analog - area B	\$	6.00	See NRC prices below
213		2 Wire Analog - area C	\$	9.89	See NRC prices below
214		4 Wire Analog - area A	\$	3.93	See NRC prices below

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

DRAFT - FOR NEGOTIATION PURPOSES ONLY

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**AMERITECH
TELEPHONE COMPANY
ILLINOIS**
December 10, 2002

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Line	ILLINOIS	AIT Generic Rates	Recurring		Non-Recurring	
215		4 Wire Analog - area B	\$	11.99		See NRC prices below
216		4 Wire Analog - area C	\$	19.76		See NRC prices below
217		2 Wire DSL - area A	\$	1.94		See NRC prices below
218		2 Wire DSL - area B	\$	6.00		See NRC prices below
219		2 Wire DSL - area C	\$	9.89		See NRC prices below
220		4 Wire DSL - area A	\$	3.93		See NRC prices below
221		4 Wire DSL - area B	\$	11.99		See NRC prices below
222		4 Wire DSL - area C	\$	19.76		See NRC prices below
223		SAI to NID sub-loop				
224		2 Wire Analog - area A	\$	3.08		See NRC prices below
225		2 Wire Analog - area B	\$	7.41		See NRC prices below
226		2 Wire Analog - area C	\$	11.36		See NRC prices below
227		4 Wire Analog - area A	\$	6.25		See NRC prices below
228		4 Wire Analog - area B	\$	14.84		See NRC prices below
229		4 Wire Analog - area C	\$	22.70		See NRC prices below
230		2 Wire DSL - area A	\$	3.08		See NRC prices below
231		2 Wire DSL - area B	\$	7.41		See NRC prices below
232		2 Wire DSL - area C	\$	11.36		See NRC prices below
233		4 Wire DSL - area A	\$	6.25		See NRC prices below
234		4 Wire DSL - area B	\$	14.84		See NRC prices below
235		4 Wire DSL - area C	\$	22.70		See NRC prices below
236		Terminal to NID sub-loop				
237		2 Wire Analog - area A	\$	1.75		See NRC prices below
238		2 Wire Analog - area B	\$	2.04		See NRC prices below
239		2 Wire Analog - area C	\$	2.08		See NRC prices below
240		4 Wire Analog - area A	\$	3.56		See NRC prices below
241		4 Wire Analog - area B	\$	4.09		See NRC prices below
242		4 Wire Analog - area C	\$	4.17		See NRC prices below
243		2 Wire DSL - area A	\$	1.75		See NRC prices below
244		2 Wire DSL - area B	\$	2.04		See NRC prices below
245		2 Wire DSL - area C	\$	2.08		See NRC prices below
246		4 Wire DSL - area A	\$	3.56		See NRC prices below
247		4 Wire DSL - area B	\$	4.09		See NRC prices below
248		4 Wire DSL - area C	\$	4.17		See NRC prices below
249		NID sub-loop element				
250		2 Wire Analog - area A	\$	0.19		See NRC prices below
251		2 Wire Analog - area B	\$	0.24		See NRC prices below
252		2 Wire Analog - area C	\$	0.20		See NRC prices below
253		4 Wire Analog - area A	\$	0.42		See NRC prices below
254		4 Wire Analog - area B	\$	0.50		See NRC prices below
255		4 Wire Analog - area C	\$	0.42		See NRC prices below
256		2 Wire DSL - area A	\$	0.19		See NRC prices below
257		2 Wire DSL - area B	\$	0.24		See NRC prices below
258		2 Wire DSL - area C	\$	0.20		See NRC prices below
259		4 Wire DSL - area A	\$	0.42		See NRC prices below
260		4 Wire DSL - area B	\$	0.50		See NRC prices below
261		4 Wire DSL - area C	\$	0.42		See NRC prices below
262		2 Wire ISDN Compatible - area A	\$	0.19		See NRC prices below
263		2 Wire ISDN Compatible - area B	\$	0.24		See NRC prices below
264		2 Wire ISDN Compatible - area C	\$	0.20		See NRC prices below
265		4 Wire DS1 Compatible - area A		TBD		See NRC prices below
266		4 Wire DS1 Compatible - area B		TBD		See NRC prices below
267		4 Wire DS1 Compatible - area C		TBD		See NRC prices below
268		DS3 compatible subloop - area A		TBD		See NRC prices below
269		DS3 compatible subloop - area B		TBD		See NRC prices below
270		DS3 compatible subloop - area C		TBD		See NRC prices below
271		Sub-Loop Non-Recurring Charges				
272		2-Wire Analog Sub-Loop			\$	238.21
273		4-Wire Analog Sub-Loop			\$	239.27
274		2-Wire xDSL Digital Sub-Loop			\$	274.66
275		4-Wire xDSL Digital Sub-Loop			\$	279.25
276		2-Wire ISDN Digital Sub-Loop			\$	305.92
277		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			\$	513.73
278		DS3 Sub-Loop			\$	677.02
279		Service Order Charge				
280		Establish, per occasion			\$	13.17
281		Add or change, per occasion			\$	13.17
282		Line Connection Charge				
283		per occasion			\$	25.08
284						

TBD -To be determined
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DRAFT - FOR NEGOTIATION PURPOSES ONLY

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Line	ILLINOIS	AIT Generic Rates	Recurring		Non-Recurring	
285	UNE - P Service Order Charge		NA		\$ 1.02	N/A
286						
287	Cross Connects					
288	2-Wire		\$ 0.14		NA	NA
289	4-Wire		\$ 0.31		NA	NA
290	6-Wire		\$ 0.45		NA	NA
291	8-Wire		\$ 0.62		NA	NA
292	DS1/LT1		\$ 0.43		NA	NA
293	DS3/LT3		\$ 0.76		NA	NA
294	OC3		\$ 76.83		NA	NA
295	OC12		\$ 405.01		NA	NA
296	OC48		\$ 981.34		NA	NA
297	DS3 Loop Cross-Connect to Collocation		\$ 33.14		N/A	N/A
298						
299	Dedicated Transport					
300	Entrance Facility:					
301	DS1	Area A	\$ 73.46		NA	NA
302		Area B	\$ 61.45		NA	NA
303		Area C	\$ 61.56		NA	NA
304	DS3	Area A	\$ 686.47		NA	NA
305		Area B	\$ 768.77		NA	NA
306		Area C	\$ 752.87		NA	NA
307	OC3	All Areas	\$ 311.34		NA	NA
308	OC12	All Areas	\$ 547.79		NA	NA
309	OC48	All Areas	\$ 2,418.86		NA	NA
310						
311	Interoffice Transport:					
312	DS1	Interoffice Mileage Termination - Per Point of Termination - All Areas	\$ 17.35		NA	NA
313		Interoffice Mileage - Per Mile - All Areas	\$ 1.88		NA	NA
314	DS3	Interoffice Mileage Termination - Per Point of Termination - All Areas	\$ 146.93		NA	NA
315		Interoffice Mileage - Per Mile - All Areas	\$ 29.81		NA	NA
316	OC3	Interoffice Mileage Termination - Per Point of Termination - All Areas	\$ 342.69		NA	NA
317		Interoffice Mileage - Per Mile - All Areas	\$ 208.80		NA	NA
318	OC12	Interoffice Mileage Termination - Per Point of Termination - All Areas	\$ 571.38		NA	NA
319		Interoffice Mileage - Per Mile - All Areas	\$ 376.16		NA	NA
320	OC48	Interoffice Mileage Termination - Per Point of Termination - All Areas	\$ 1,269.31		NA	NA
321		Interoffice Mileage - Per Mile - All Areas	\$ 320.69		NA	NA
322						
323	Multiplexing					
324	DS1	to Voice Grade	\$ 275.34		NA	NA
325	DS3	to DS1	\$ 404.30		NA	NA
326	OC3	Add/Drop Multiplexing - Per Arrangement	\$ 542.03		NA	NA
327		Add/Drop Function				
328		- Per DS3 Add or Drop	\$ 105.15		NA	NA
329		- Per DS1 Add or Drop	\$ 32.48		NA	NA
330	OC12	Add/Drop Multiplexing - Per Arrangement	\$ 637.78		NA	NA
331		Add/Drop Function				
332		- Per OC3 Add or Drop	\$ 146.47		NA	NA
333		- Per DS3 Add or Drop	\$ 31.77		NA	NA
334	OC48	Add/Drop Multiplexing - Per Arrangement	\$ 724.77		NA	NA
335		Add/Drop Function				
336		- Per OC12 Add or Drop	\$ 317.08		NA	NA
337		- Per OC3 Add or Drop	\$ 146.91		NA	NA
338		- Per DS3 Add or Drop	\$ 49.90		NA	NA
339						
340	Dedicated Transport Cross Connects					
341	DS1		\$ 0.43		NA	NA
342	DS3		\$ 0.76		NA	NA
343	OC3		\$ 76.83		NA	NA
344	OC12		\$ 405.01		NA	NA
345	OC48		\$ 981.34		NA	NA
346						
347	Dedicated Transport Optional Features & Functions					
348	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			\$ 443.18	NA
349	OC3	1+1 Protection - Per OC3 Entrance Facility	\$ 41.59		NA	NA
350		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 41.59		\$ 2,819.25	NA
351		1+1 Protection with Route Survivability (1 & 2 below apply)				
352		- (1) Per OC3 Entrance Facility	\$ 41.59		NA	NA
353		- (2) Per Quarter Route Mile	\$ 62.34		NA	NA
354	OC12	1+1 Protection - Per OC12 Entrance Facility	\$ 205.74		NA	NA
355		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 205.74		\$ 2,819.25	NA

**AMERITECH
TELEPHONE COMPANY
ILLINOIS**
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APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Line	ILLINOIS	AIT Generic Rates	Recurring		Non-Recurring	
356		1+1 Protection with Route Survivability (1 & 2 below apply)				
357		- (1) Per OC12 Entrance Facility	\$	205.74	NA	NA
358		- (2) Per Quarter Route Mile	\$	54.20	NA	NA
359	OC48	1+1 Protection - Per OC48 Entrance Facility	\$	848.18	NA	NA
360		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$	848.18	\$	2,819.25 NA
361		1+1 Protection with Route Survivability (1 & 2 below apply)				
362		- (1) Per OC48 Entrance Facility	\$	848.18	NA	NA
363		- (2) Per Quarter Route Mile	\$	96.65	NA	NA
364						
365		Dedicated Transport Installation & Rearrangement Charges				
366	DS1	Administration Charge - Per Order	NA		\$	406.61 NA
367		Design & Central Office Connection Charge - Per Circuit	NA		\$	632.71 NA
368		Carrier Connection Charge - Per Order	NA		\$	585.51 NA
369	DS3	Administration Charge - Per Order	NA		\$	308.22 NA
370		Design & Central Office Connection Charge - Per Circuit	NA		\$	671.16 NA
371		Carrier Connection Charge - Per Order	NA		\$	377.25 NA
372	OC3	Administration Charge - Per Order	NA		\$	123.65 NA
373		Design & Central Office Connection Charge - Per Circuit	NA		\$	564.71 NA
374		Carrier Connection Charge - Per Order	NA		\$	875.11 NA
375	OC12	Administration Charge - Per Order	NA		\$	123.65 NA
376		Design & Central Office Connection Charge - Per Circuit	NA		\$	564.71 NA
377		Carrier Connection Charge - Per Order	NA		\$	875.11 NA
378	OC48	Administration Charge - Per Order	NA		\$	123.65 NA
379		Design & Central Office Connection Charge - Per Circuit	NA		\$	564.71 NA
380		Carrier Connection Charge - Per Order	NA		\$	875.11 NA
381						
382		Dedicated Transport Network Reconfiguration Service (NRS)				
383		On rates, terms and conditions specified in FCC Tariff No. 2				
384						
385		Digital Cross-Connect System				
386		DCS Port Charge				
387	DS1		ICB		ICB	NA
388	DS3		ICB		ICB	NA
389		DCS Establishment Charge	ICB		ICB	NA
390		Database Modification Charge	ICB		ICB	NA
391		Reconfiguration Charge	ICB		ICB	NA
392						
393		Dark Fiber				
394		Dark Fiber Interoffice				
395		Dark Fiber Interoffice Termination (Per Termination per Fiber)	\$81.19		NA	NA
396		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	\$0.00179		NA	NA
397		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	\$3.43		NA	NA
398		Dark Fiber Loop				
399		Dark Fiber Loop Termination (Per Termination per Fiber)	\$13.02		NA	NA
400		Dark Fiber Loop Mileage (Per Fiber per Foot)	\$0.00210		NA	NA
401		Dark Fiber Loop Cross Connect (Per Termination per Fiber)	\$2.71		NA	NA
402		Inquiry (Per Request)				
403		Dark Fiber Loop - NRC	NA		\$75.13	NA
404		Dark Fiber Sub-Loop - NRC	NA		\$75.13	NA
405		Dark Fiber Interoffice Transport - NRC	NA		\$322.13	NA
406		FIRM ORDER (Per Fiber Strand)				
407		Administrative per Order	NA		\$23.06	NA
408		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)	NA		\$417.16	NA
409		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)	NA		\$417.16	NA
410		Dark Fiber Interoffice Transport - NRC	NA		\$594.15	NA
411						
412		Line Information Database - LIDB	USAGE			
413		Validation Query (Regional STP Access Includes SMS & Sleuth)	\$	0.016151 (per query)	NA	NA
414		Query Transport (Regional STP Access Validation)	\$	0.000020 (per query)	NA	NA
415		Validation Query (Local STP Access Includes SMS & Sleuth)	\$	0.016151 (per query)	NA	NA
416		Query Transport (Local STP Access Validation)	\$	0.000132 (per query)	NA	NA
417		CNAM Database Query (Regional STP Access Includes SMS)	\$	0.009942 (per query)	NA	NA
418		CNAM Database Query (Local STP Access Includes SMS)	\$	0.009942 (per query)	NA	NA
419		Service Order Cost	NA		\$	25.00 NA
420		Service Establishment Charge	NA		NA	NA
421		LIDB Data Storage & Administration				
422		Manual Update	NA		\$	2.00 (Per Update)
423						
424		800 Database	USAGE			
425		Toll Free Database Query (Regional STP Access)	\$	0.001129 (per query)		
426		Call Handling and Destination (Regional STP Access)	\$	0.000125 (per query)		

TBD -To be determined
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NA -Not Applicable

DRAFT - FOR NEGOTIATION PURPOSES ONLY

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**AMERITECH
TELEPHONE COMPANY
ILLINOIS**
December 10, 2002

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Line	ILLINOIS	AIT Generic Rates	Recurring		Non-Recurring	
427		Toll Free Database Query (Local STP Access)	\$	0.001237 (per query)		
428		Call Handling and Destination (Local STP Access)	\$	0.000234 (per query)		
429						
430	SS7					
431		SS7 Links - Cross Connects				
432		STP to Collocators Cage - DS0	See Dedicated Transport			
433		STP to Collocators Cage- DS1	See Dedicated Transport			
434		STP to SWBT MDF - DS0	See Dedicated Transport			
435		STP to SWBT DSX Frame-DS1	See Dedicated Transport			
436						
437		SS7 Links				
438		STP Access Connection - 1.544 Mbps	See Dedicated Transport			
439		STP Access Link - 56 Kbps	See Dedicated Transport			
440						
441		STP Port	\$	263.19	\$	714.11 N/A
442						
443		SS7 Signalling	USAGE			
444		Signal Switching/IAM msg	\$	0.000133		
445		Signal Transport/IAM msg	\$	0.000084		
446		Signal Formulation/IAM msg	\$	0.000451		
447		Signal Tandem Switching/IAM msg	\$	0.000299		
448		Signal Switching/TCAP msg	\$	0.000108		
449		Signal Transport/TCAP msg	\$	0.000057		
450		Signal Formulation/TCAP msg	\$	0.000324		
451		Point Code Addition	N/A		\$	24.75 N/A
452		Global Title Translation Addition	N/A		\$	13.31 N/A
453		Record				
454		Disconnect				
455						
456		Unbundled Local Switching with Shared Transport				
457		ULS-ST Switch Originating Usage (ULS-O)	\$	- per Mou	NA	NA
458		ULS-ST Switch Terminating Usage (ULS-T)	\$	- per Mou	NA	NA
459		ULS-ST Blended Transport MOU	\$	0.000415 per Mou	NA	NA
460		ULS-ST Reciprocal Compensation MOU	\$	- per Mou	NA	NA
461		ULS-ST Common Transport MOU	\$	0.000304 per Mou	NA	NA
462		ULS-ST Tandem Switching MOU	\$	0.000215 per Mou	NA	NA
463		ULS-ST Daily Usage Feed (DUF)	\$	0.000459 per Message		
464		USL-ST Custom Routing of OS or DA using AIN, per Route, per Switch, per Carrier	N/A		\$	108.46 NA
465		SS7 Signaling Transport associated with ULS-ST	\$	0.000176 per Message	N/A	NA
466						
467		Unbundled Local Switching				
468	**	ULS Usage, per Originating or Terminating MOU (statewide)	TBD per Mou		NA	NA
469		<i>** Pursuant to ICC Dockets #96-0486/0569 Consolidated</i>				
470		Daily Usage Feed (DUF), per message	\$	0.000459 per Message		
471		Customized Routing, per Line Class Code, per switch	N/A		\$	232.00 NA
472		Billing Establishment, per CLEC, per switch	NA		\$	136.76 NA
473		Service Coordination Fee, per CLEC bill, per switch	\$	1.15	N/A	NA
474		Subsequent Training, per Company Person, per Hour	N/A		\$	82.10 NA
475						
476		Port Charge, per Month, per Port				
477		Analog Line Port	\$	2.18 per Port	\$	53.01 N/A
478		Ground Start Port	\$	2.18 per Port	\$	53.01 N/A
479		Analog DID Trunk Port	\$	20.65 per Port	\$	53.01 N/A
480		per Telephone Number	\$	0.06 per Number	N/A	N/A
481		Add / Rearrange each Termination	N/A		\$	29.17 N/A
482		ISDN BRI Port	\$	6.11 per Port	\$	53.01 N/A
483		per Telephone Number	\$	0.06 per Number	NA	NA
484		ISDN PRI Port	\$	158.57 per Port	\$	778.06 N/A
485		per Telephone Number	\$	0.06 per Number	N/A	N/A
486		Add / Rearrange per Channel	N/A		\$	29.17 N/A
487		Digital Trunking Trunk Port	\$	145.58 per Port	\$	778.06 N/A
488		DS1 Trunk Port	\$	145.56 per Port	\$	778.06 N/A
489		Centrex Basic Line Port	\$	2.18 per Port	\$	53.01 N/A
490		Centrex ISDN BRI Port	\$	6.11 per Port	\$	53.01 N/A
491		Centrex EKL Line Port	\$	4.92 per Port	\$	53.01 N/A
492		Centrex Attendant Console Line Port	\$	4.75 per Port	\$	106.01 N/A
493	*	(1) Basic COPTS Port	\$	2.18 per Port	\$	53.01 N/A
494	*	(1) COPTS-Coin Line Port	\$	2.18 per Port	\$	53.01 N/A
495		(1) Pursuant to the Illinois Commerce Commission Interim Order in Docket No. 01-0609 and Order in Docket No. 00-0070				
496		Interim rate of \$2.18 is established for Basic COPTS and COPTS Coin Line Port, respectively.				
497						

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

DRAFT - FOR NEGOTIATION PURPOSES ONLY

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Line	ILLINOIS	AIT Generic Rates	Recurring		Non-Recurring	
498	Port Non-Recurring Charges - ULS-ULS-ST					
499	Basic Line Port					
500		Service Order - Initial	NA		\$ 2.35	N/A
501		Service Order - Subsequent	NA		\$ 1.08	
502		Service Order - Record Work Only	NA		\$ 1.02	N/A
503	Complex Line Port					
504		Service Order - Initial	NA		\$ 27.60	N/A
505		Service Order - Subsequent	NA		\$ 1.08	
506		Service Order - Record Work Only	NA		\$ 1.02	N/A
507	ULS Trunk Port					
508		Service Order - Initial	NA		\$ 26.79	N/A
509		Service Order - Subsequent	NA		\$ 1.08	
510		Service Order - Record Work Only	NA		\$ 1.02	N/A
511	Port Conversion					
512		Basic Port Conversion	NA		\$ 1.08	N/A
513						
514	Tandem Switching					
515		per minute of use (without Tandem Trunks)	\$ 0.000569		NA	NA
516						
517	Unbundled Switch Port - Vertical Features					
518	Analog Line Port Features (per feature per port):					
519		Call Waiting	\$ -		TBD	N/A
520		Call Forwarding Variable	\$ -		TBD	N/A
521		Call Forwarding Busy Line	\$ -		TBD	N/A
522		Call Forwarding Don't Answer	\$ -		TBD	N/A
523		Three-Way Calling	\$ -		TBD	N/A
524		Speed Calling - 8	\$ -		TBD	N/A
525		Speed Calling - 30	\$ -		TBD	N/A
526		Auto Callback/Auto Redial	\$ -		TBD	N/A
527		Distinctive Ring/Priority Call	\$ -		TBD	N/A
528		Selective Call Rejection/Call Blocker	\$ -		TBD	N/A
529		Auto Recall/Call Return	\$ -		TBD	N/A
530		Selective Call Forwarding	\$ -		TBD	N/A
531		Calling Number Delivery	\$ -		TBD	N/A
532		Calling Name Delivery	\$ -		TBD	N/A
533		Calling Number/Name Blocking	\$ -		TBD	N/A
534		Anonymous Call Rejection (to date only available in Texas)	NA		NA	N/A
535						
536	Analog Line Port Features:					
537		Personalized Ring (per arrangement per port)	\$ -		TBD	N/A
538		Hunting Arrangement (per arrangement)	\$ -		TBD	N/A
539						
540	ISDN BRI Port Features (per B Channel, unless noted)					
541		CSV/CSD per ISDN BRI port (required/provided)	\$ -			
542						
543	Basic Electronic Key Line (EKL) Features					
544		Basic EKL provides:				
545		Bridged Call Exclusion				
546		Bridging				
547		Call Forwarding Don't Answer				
548		Call Forwarding Interface Busy				
549		Call Forwarding Variable				
550		Message Waiting Indicator				
551		Speed Call (Long)				
552		Speed Call (Short)				
553		Three-way Conference Calling				
554						
555	Call Appearance Call Handling (CACH) EKL					
556		CACH EKL includes:				
557		Additional Call Offering (inherent)				
558		Bridged Call Exclusion				
559		Bridging				
560		Call Forwarding Don't Answer				
561		Call Forwarding Interface Busy				
562		Call Forwarding Variable				
563		Intercom				
564		Key System Coverage for Analog Lines				
565		Message Waiting Indicator				
566		Speed Call (Long)				
567		Speed Call (Short)				
568		Three-way Conference Calling				

Line	ILLINOIS	AIT Generic Rates	Recurring		Non-Recurring	
569						
570		Basic individual features:				
571		Additional Call Offering				
572		Call Forwarding Don't Answer				
573		Call Forwarding Interface Busy				
574		Call Forwarding Variable				
575		Calling Number Delivery				
576		Hunt Group for CSD				
577		Hunt Group for CSV				
578		Message Waiting Indicator				
579		Secondary Only Telephone Number				
580		Three Way Conference Calling				
581						
582		ISDN PRI Port Features				
583		Backup D Channel				
584		Calling Number Delivery				
585		Dynamic Channel Allocation				
586		DID #s - see Analog DID Trunk Port Features				
587						
588		Unbundled Centrex System Options for ULS-ULS-ST				
589		System Features, per Common Block	378.58		NA	NA
590		Common Block establishment, each			\$ 491.38	
591		System Features Change or Rearrangement, per Feature, per Occasion			\$ 68.93	
592		System Feature Activation, per Feature, per Occasion				
593		Install and Remove			\$ 288.22	
594		Install Only			\$ 218.52	
595		System Features (per Centrex Common Block):				
596		Automatic Callback Calling/Business Group Callback				
597		Call Forwarding Variable/Business Group Call Forwarding Variable				
598		Call Forwarding Busy Line				
599		Call Forwarding Don't Answer				
600		Call Hold				
601		Call Pickup				
602		Call Transfer - All Calls				
603		Call Waiting - Intragroup/Business Group Call Waiting				
604		Call Waiting - Originating				
605		Call Waiting - Terminating				
606		Class of Service Restriction - Fully Restricted				
607		Class of Service Restriction - Semi Restricted				
608		Class of Service Restriction - Toll Restricted				
609		Consultation Hold				
610		Dial Call Waiting				
611		Directed Call Pickup - Non Barge In				
612		Directed Call Pickup - With Barge In				
613		Distinctive Ringing and Call Waiting Tone				
614		Hunting Arrangement - Basic				
615		Hunting Arrangement - Circular				
616		Speed Calling Personal (short list)				
617		Three Way Calling				
618						
619		ISDN BRI Port Features for Unbundled Centrex				
620		Circuit Switched Voice (CSV)/(CSD) per BRI				
621						
622		Standard feature initialization per Centrex System				
623		System features (per Centrex Common Block):				
624		Additional Call Offering for CSV				
625		Automatic Callback Calling				
626		Call Forwarding Busy Line				
627		Call Forwarding Don't Answer				
628		Call Forwarding Variable				
629		Call Hold				
630		Call Pickup				
631		Call Transfer - All Calls				
632		Class of Service Restriction - Fully Restricted				
633		Class of Service Restriction - Semi Restricted				
634		Class of Service Restriction - Toll Restricted				
635		Consultation Hold				
636		Dial Call Waiting				
637		Directed Call Pickup - Non Barge In				
638		Directed Call Pickup - With Barge In				
639		Distinctive Ringing				

Line	ILLINOIS	AIT Generic Rates	Recurring		Non-Recurring	
640		Hunting Arrangement - Basic				
641		Hunting Arrangement - Circular				
642		Speed Calling Personal (short list)				
643		Three Way Calling				
644		Custom Access Treatment Code (TX only)				
645		Denied Origination (TX only)				
646		Denied Termination (TX only)				
647		Intercom Dialing (TX only)				
648						
649		OTHER				
650		Directory Assistance				
651		Directory Assistance, per occurrence	\$	0.30	NA	NA
652		Directory Assistance Call Completion (DACC)	\$	0.15	NA	NA
653		Directory Assistance/National Directory Assistance, per occurrence	\$	0.35	NA	NA
654		Branding - Other - Initial/Subsequent Load			\$	1,800.00
655		- per call	\$	0.025		
656		Branding - Facility Based - Initial/Subsequent Load				
657		- Branding, per trunk group	NA		\$	800.00
658		Directory Assistance - Facilities Based Rate Reference - Initial Load	NA		\$	2,200.00
659		Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		\$	1,000.00
660		DA Listing Liscense				
661		Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
662		- per listing for initial load	NA		\$	0.040
663		- per listing for subsequent updates	NA		\$	0.060
664		Option #2 Full File (all states inclusive) Billable Release				
665		- per listing for initial load	NA		\$	0.020
666		- per listing for subsequent updates	NA		\$	0.030
667		- per usage/query	NA		\$	0.020
668		Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
669		- per listing for initial load	NA		\$	0.050
670		- per listing for subsequent updates	NA		\$	0.060
671		Option #4 Pick & Choose (by state) Billable Release				
672		- per listing for initial load	NA		\$	0.020
673		- per listing for subsequent updates	NA		\$	0.030
674		- per usage/query	NA		\$	0.020
675		Operator Services				
676		Fully Automated Call Processing, per occurrence	\$	0.15	NA	NA
677		Operator Assisted Call Processing, per work second	\$	0.02	NA	NA
678		Branding - Other - Initial/Subsequent Load			\$	1,800.00
679		- per call	\$	0.025		
680		Branding - Facility Based - Initial/Subsequent Load				
681		- Branding, per trunk group	NA		\$	800.00
682		Operator Services - Facilities Based Rate Reference - Initial Load	NA		\$	2,200.00
683		Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA		\$	1,000.00
684						
685		Ancillary Message Billing Compensation (Per Message)	\$	0.03	NA	NA
686						
687		Structure Access - Poles & Ducts	Annually			
688		Per Pole attachment*	\$	1.69	NA	NA
689		Per Foot of innerduct:				
690		with two or fewer innerducts	\$	0.38	NA	NA
691		with three innerducts	\$	0.26	NA	NA
692		with four innerducts	\$	0.19	NA	NA
693		Application fee			\$	200.00
694		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional				
695		one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
696						
697		Emergency Number Service Access				
698		911 Selective Router Interconnection				
699		-Digital DS1 Interface	\$	198.11	\$	706.64
700		-Each DSO installed	\$	-	\$	507.00
701		-Analog Channel Interface	\$	19.99	\$	610.45
702		ANI/ALI/SR and Database Management				
703		- Per 100 records, rounded up to nearest 100	\$	77.97	\$	6.46
704		911 Selective Router Switch Administration				
705		-Per Selective Router	\$	91.49	\$	5,557.82
706						
707		RECIPROCAL COMPENSATION				
708		End Office Local Termination				
709		Set up charge, per call	\$	0.009512		
710		Duration charge, per MOU	\$	0.000967		

Line	ILLINOIS	AIT Generic Rates	Recurring		Non-Recurring	
711		Tandem Switching				
712		Set up charge, per call	\$ 0.000496			
713		Duration charge, per MOU	\$ 0.000927			
714		Tandem Transport Termination, per MOU	\$ 0.000201			
715		Tandem Transport Facility per MOU, per Mile	\$ 0.000013			
716		TRANSIT SERVICE				
717		Tandem Switching, per minute of use	\$ 0.004836		NA	
718		Tandem Termination, per minute of use	\$ 0.000189		NA	
719		Tandem Facility, per minute of use	\$ 0.000093		NA	
720						
721		* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.				
722						
723		RESALE				
724		See the "Illinois Resale Pricing" schedule				
725		Line Connection Charge				
726		Residence			NA	
727		Business			NA	
728		Service Order/Service Request Charge				
729		Residence			\$18.85	
730		Business			\$14.12	
731		Non-Electronic (Manual) Service Order Charge				
732		Residence			\$24.19	
733		Business			\$17.17	
734						
735						
736						
737						

**AMERITECH
TELEPHONE COMPANY
ILLINOIS**

APPENDIX PRICING
Virtual Collocation CDOW Rates and Charges
AIT-IL/QuantumShift Comm., Inc. fka MVX.COM

	Illinois	VIRTUAL COLLOCATION			
				RATE	RATE
				MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
	Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62	\$38.28	
	Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63	\$68.90	
	Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66	\$38.28	
	Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67	\$68.90	
<u>EQUIPMENT BAYS</u>					
	Equipment Bay Standard	Per Standard Bay (CLEC Provides)			
	Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)			
<u>COMMON SYSTEMS</u>					
	Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64	\$16.92	
	Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65	\$30.46	
<u>POWER PROVISIONING</u>					
	Power Engineering:				
	ILEC-Vendor Engineering	Per Application	NRLJX		\$672.75
	DC Power Engineering	Per Application	NRLFU		\$735.07
	Power Panel:				
	50 Amp	Per Power Panel (CLEC Provides)			
	Power Cable and Infrastructure:				
	Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68	\$0.84	
	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	S8F69	\$0.59	
<u>POWER CONSUMPTION</u>					
	DC Power Usage	Per Amp	S8F78	\$10.28	
<u>FIBER CABLE PLACEMENT</u>					
	Fiber Cable Placement	Per Fiber Cable Sheath	S8F79	\$9.32	\$2,640.28
	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$13.94	
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
	CO Survey				
<u>PROJECT MANAGEMENT</u>					
	INITIAL				
	Application Processing	Per CLEC Application	NRL1U		\$504.44
	Project Coordination	Per CLEC Application	NRL59		\$3,288.84
	AUGMENT				
	Application Processing	Per CLEC Application Augment	NRL56		\$375.86
	Project Coordination	Per CLEC Application Augment	NRL5Z		\$1,537.03
<u>TIME SENSITIVE ACTIVITIES</u>					
<u>TRAINING</u>					
	Communication Technician	Per 1/2 Hour	NRLJY		\$26.14
	C O Manager (LFO)	Per 1/2 Hour	NRLMO		\$30.47
	Power Engineer	Per 1/2 Hour	NRLNQ		\$42.86
	Equipment Engineer	Per 1/2 Hour	NRLP6		\$42.86
<u>EQUIPMENT MAINTENANCE COST</u>					
	Communication Technician (NOC)	Per 1/4 Hour	NRLVH		\$13.07
<u>EQUIPMENT EVALUATION COST</u>					
	Equipment Engineer	Per 1/2 Hour	NRLP7		\$42.86
<u>CONSTRUCTION COORDINATION</u>					
	Communication Technician	Per 1/2 Hour	NRLVD		\$26.14

TBD- To be Determined
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TEST & ACCEPTANCE					
Communication Technician	Per 1/2 Hour	NRLVD			\$26.14
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Placement	NRLWF			\$1,227.59
Cable Installation	Per Arrangement				
Voice Grade Arrangement	100 Copper Pairs	S8F82		\$2.17	\$196.93
Includes Rack & Maintenance-Voice G	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs	S8F83		\$2.17	\$196.93
Includes Rack & Maintenance-Voice G	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1	S8F8X		\$386.50	\$6,221.05
Includes Rack & Maintenance - DS1 -	28 DS1				
DS1 Arrangement - DSX	28 DS1	S8F8Y		\$2.35	\$533.76
Includes Rack & Maintenance - DS1 -	28 DS1				
DS3 Arrangement - DCS	1 DS3	S8F8Z		\$199.37	\$4,133.32
Includes Rack & Maintenance - DS3 -	1 DS3				
DS3 Arrangement - DSX	1 DS3	S8F81		\$1.08	\$188.84
Includes Rack & Maintenance - DS3 -	1 DS3				
4 Fiber Jumper	Per Placement	S8F84		\$5.84	\$152.49
Fiber Raceway per 4 Fiber Jumper	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRLWG			\$970.43
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F85		\$0.33	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F86		\$0.22	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87		\$1.41	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F88		\$0.66	
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W		\$0.05	\$17.11
Bits Timing	Per two circuits	S8F7Z		\$2.34	\$807.30

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APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-IL/QuantumShift
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		<u>Collocation Services</u>			
Illinois		<u>CAGE</u>			
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB			\$30.11
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N			\$58.59
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L		\$7.97	
<u>COMMON SYSTEMS</u>					
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A		\$0.39	\$134.46
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$672.75
DC Power Engineering	Per Application	NRL6P			\$735.07
<u>Power Panel:</u>					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
<u>Power Cable and Infrastructure:</u>					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.16	\$55.72
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
<u>Equipment Grounding:</u>					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.10	\$35.39
<u>POWER CONSUMPTION (Including HVAC)</u>					
20 Amps	Per 20 Amps	S8FPT		\$267.09	
40 Amps	Per 40 Amps	S8FQD		\$534.17	
50 Amps	Per 50 Amps	S8FPS		\$667.72	
100 Amps	Per 100 Amps	S8FQE		\$1,118.45	
200 Amps	Per 200 Amps	S8FQF		\$2,236.89	
400 Amps	Per 400 Amps	SP1QJ		\$4,473.79	
<u>FIBER CABLE PLACEMENT</u>					
<u>Central Office:</u>					
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9		\$14.22	\$1,084.36
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$13.94	
<u>MISCELLANEOUS & OPTIONAL COST:</u>					
<u>MISCELLANEOUS COSTS</u>					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.01	\$17.11
Bits Timing	Per two circuits	S8FQT		\$0.58	\$807.30
Space Availability Report	Per Premise	NRLYX			\$131.55
Security Access / ID Cards	Per Card	NRLZW			\$35.66
ID Card	Per Card	NONE			\$0.00
<u>Cage Prep Costs</u>					
Vendor Layout & Coord.	Per CLEC Cage	NRL6N			\$579.91
AC Circuits to Cage	Per CLEC Cage	NRL6O			\$643.20
Cage Fencing Placement	Per Linear Foot of cage enclosure				\$0.00
Cage Fencing Removal	Per Linear Foot Removed				\$0.00
Cage Fencing Relocation	Per Linear Foot Relocated				\$0.00
Cage Door & Lock	Each				\$0.00
Backboard	Each				\$0.00
Signage	Each				\$0.00
Overhead light	Each				\$0.00
AC Electrical Outlet	Each				\$0.00
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
Route Design	Per Application	NRL6R			\$1,227.59
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48		\$4.86	\$196.93

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		Collocation Services			
	Rack - Voice Grade	100 Copper Pairs			
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$4.86	\$196.93
	Rack - Voice Grade	100 Shielded Pairs			
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM	\$386.50	\$6,221.05
	Rack - DS1 - DCS	28 DS1			
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46	\$2.35	\$533.76
	Rack - DS1 - DSX	28 DS1			
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47	\$199.37	\$4,133.32
	Rack - DS3 - DCS	1 DS3			
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN	\$1.08	\$188.84
	Rack - DS3 - DSX	1 DS3			
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR	\$6.32	\$304.97
	Fiber Racking per 24 Fiber Cable	Per Placement			
CLEC TO CLEC CONNECTION					
	Route Design	Per Placement/Per Route	NRL6W		\$884.71
	Cable Installation	Per Placement (CLEC Installs Cable)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)			
	Cable Rack per 50 pr Cable	Per Placement	S8F4X	\$0.23	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			
	Cable Rack Per DS-3	Per Placement	S8F4Y	\$0.15	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z	\$0.97	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)			
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G	\$0.46	
	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	SP1QC		\$16.30
PROJECT MANAGEMENT					
	INITIAL				
	Application Processing	Per CLEC Application	NRL1D		\$847.33
	Project Coordination	Per CLEC Application	NRL57		\$2,846.62
	AUGMENT				
	Application Processing	Per CLEC Application Augment	NRL1F		\$547.30
	Project Coordination	Per CLEC Application Augment	NRL58		\$1,537.03
TIME SENSITIVE ACTIVITIES					
	PRE-VISIT				
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$26.69
	Com. Tech. -Craft	Per 1/4 hour	NRL14		\$13.07
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$15.23
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$21.43
	CONSTRUCTION-VISIT				
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$21.43
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$26.69

APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-IL/QuantumShift
Comm., Inc. fka MVX.COM

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

**AMERITECH
TELEPHONE COMPANY
ILLINOIS**

APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-IL/QuantumShift
Comm., Inc. fka MVX.COM

Collocation Services					
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Application	NRL6R			\$1,227.59
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E		\$4.86	\$196.93
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		\$4.86	\$196.93
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		\$386.50	\$6,221.05
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		\$2.35	\$533.76
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		\$199.37	\$4,133.32
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		\$1.08	\$188.84
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		\$6.32	\$304.97
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRL6W			\$884.71
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.23	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.15	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$0.97	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.46	
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	SP1QC			\$16.30
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1D			\$847.33
Project Coordination	Per CLEC Application	NRL57			\$2,846.62
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL1F			\$547.30
Project Coordination	Per CLEC Application Augment	NRL58			\$1,537.03
TIME SENSITIVE ACTIVITIES					
PRE-VISIT					
Colloc. Ser. Mgr. -2 Lv	Per 1/4 hour	NRL11			\$26.69
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$13.07
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$15.23
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$21.43
CONSTRUCTION-VISIT					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$21.43
Colloc. Ser. Mgr. -2 Lv	Per 1/4 hour	NRL16			\$26.69

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ILLINOIS**

APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-IL/QuantumShift
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		Collocation Services			
Illinois		ADJACENT STRUCTURE			
		COST SUMMARY			
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55		\$0.00	
CONDUIT PLACEMENT					
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L			\$359.25
Set Up and Wall Coring	Per Placement	S8F8E			\$6,681.75
DC POWER PROVISIONING					
Power Engineering:					
DC Power Engineering	Per Placement	S8F8V			\$735.07
50 Amp DC Power Extension					
50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ			\$6,660.23
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			\$0.00
200 Amp DC Power Extension					
200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3			\$6,660.23
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION					
20 Amps	Per 20 Amps	S8FWJ		\$180.76	
40 Amps	Per 40 Amps	S8FNK		\$361.51	
50 Amps	Per 50 Amps	S8FWK		\$451.89	
100 Amps	Per 100 Amps	S8FWL		\$903.78	
200 Amps	Per 200 Amps	S8F3U		\$1,807.57	
AC POWER PROVISIONING					
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
AC Power	Per KWH	S8F56		\$0.07	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Site Survey		NRL84			\$2,967.63
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL6X			\$675.89
Project Coordination	Per CLEC Application	NRL6Z			\$4,800.89
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL6Y			\$547.30
Project Coordination	Per CLEC Application Augment	NRL83			\$2,280.39
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
Fiber Cable Engineering	Per Placement	S8FW6			\$852.36
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cab	S8FW7		\$5.36	
Innerduct Placement	Per Linear Foot	S8FW8			\$1.61
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)				

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

**AMERITECH
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ILLINOIS**

APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-IL/QuantumShift
Comm., Inc. fka MVX.COM

		Collocation Services			
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
Route Design	Per Application	NRL8P			\$1,227.59
Installation	Per Cable (CLEC Installs)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3G		\$4.86	\$196.93
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWW		\$4.86	\$196.93
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2L		\$386.50	\$6,221.05
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R		\$2.35	\$533.76
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23		\$199.37	\$4,133.32
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27		\$1.08	\$188.84
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N		\$6.32	\$304.97
Fiber Racking per 24 Fiber Cable	Per Placement				
<u>CLEC TO CLEC CONNECTION</u>					
Route Design	Per Placement	NRL8Q			\$884.71
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F57		\$0.23	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
Cable Rack Per DS-3	Per Placement	S8F58		\$0.15	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59		\$0.97	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F61		\$0.46	
4 Inch Conduit	Per Placement (CLEC Provided)				
<u>TIME SENSITIVE ACTIVITIES</u>					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$26.69
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$13.07
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$15.23
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$21.43
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$21.43
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$26.69

		Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
		COLLOCATION				
		Applicable to Cageless Physical Collocation Only				
		Order Charge/Connect Order			\$ 401.98	
		Order Charge/Disconnect Order			\$ 10.22	
		COBO per Initial bay			\$ 18,591.79	
		50%			\$ 9,295.86	
		25%			\$ 4,647.95	
		COBO ea addl bay			\$ 4,180.28	
		50%			\$ 2,090.14	
		25%			\$ 1,045.07	
		CO Floor Space/bay	\$ 32.60			
		COBO per Initial Large bay				
		50%				
		25%				
		COBO ea addl Large bay				
		50%				
		25%				
		Order Charge/Connect Order				
		CO Floor Space/Large bay				
		Order Charge/order			\$ 300.50	
		Order Charge/Disconnect order				
		COBO - initial 100 sq ft			\$ 30,648.22	
		50%			\$ 15,324.11	
		25%			\$ 7,662.06	
		COBO - per add'l 100 sq ft			\$ 11,926.23	
		50%			\$ 5,963.42	
		25%			\$ 2,981.71	
		Node enclosure - init 100 sqft			\$ 4,844.41	
		Node enclosure - ea addl 100 sqft			\$ 1,631.53	
		CO floor space/100 sqft	\$ 516.28			
		**50 sq ft space is available via an NSCR				
		Applicable to Shared Cage Physical Collocation Only				
		Order Charge per Connect Order			\$ 554.01	
		Order Charge/Disconnect order			\$ 10.22	
		COBO per initial 50 sqft			\$ 32,844.67	
		50%			\$ 16,422.34	
		25%			\$ 8,211.17	
		COBO ea addl 50 sqft			\$ 12,021.33	
		50%			\$ 6,010.67	
		25%			\$ 3,005.33	
		Enclosure 1st 50 sqft			\$ 2,957.51	
		enclosure ea addl 50 sqft			\$ 2,957.51	

		Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
		CO floor space/50 sqft	\$ 300.71			
		Applicable to All Physical Collocation Offerings:				
		IF NON-RECURRING RATES FOR SHARED CAGE AND CAGELESS COLLOCATION DIFFERS. PLEASE GO TO LINE 1252 - 1283 ON THIS 13 STATE MATRIX				
		Cable Pulling Ca Vault to Node -1st ft			\$ 84.93	
		Cable pulling Ca Vault to Node -ea addl ft			\$ 0.84	
		Power Delivery/Power lead			\$ 1,802.03	
		Space Reservation			\$ 801.93	
		Entrance Conduit/innerduct/ft	\$ 0.06			
		Passive bay Term (bay&Panel)/DS1 term	\$ 0.57			
		Passive bay Term (bay&Panel)/DS3 term	\$ 7.29			
		200 Conductor Block (outside node)	\$ 64.25			
		Digital Timing Source/synch signal provided	\$ 12.81			
		DS1 repeater	\$ 5.95			
		DS3 repeater	\$ 34.51			
		Security Photo ID card/card			\$ 10.09	
		Riser space/ft	\$ 1.15			
		Cancellation Charge				
		Applicable to All Physical & Virtual Collocation Offerings				
		Cable Vault Splicing - per initial			\$ 209.75	
		Cable Vault Splicing - per subsequent			\$ 15.55	
		Splice Testing - per Initial			\$ 48.13	
		Splice Testing - per subsequent			\$ 2.83	
		Cable Pulling MH to Cable Vault-1st ft			\$ 227.60	
		Cable Pulling MH to Cable Vault-ea addl ft			\$ 1.14	
		Diverse Riser/flr traversed			\$ 501.99	
		Power Consumption/Fuse Amp	NA			
		Power Msmt Billing/Customer Arrgt	\$ 11.49			
		Power Consumption/KWH	\$ 0.28			
		Power Msmt/Customer Arrgt			\$ 2,911.85	
		Power Msmt Engrg Charge/Existing Arrgt			\$ 272.47	
		200 Conductor Electrical Cross Connect Block	\$ 64.25			
		Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 15.21			
		Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 48.56			
		Optical Cross-Conn panel/OCX Panel segment	\$ 5.84			

		Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
		1 The rates and charges in this appendix entitled "CLEC Physical Collocation Embedded Base Rates and Charges" (Appendix Pricing) are CLEC-specific. In the event that the Agreement rates, terms and conditions are the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, the term "CLEC's Physical Collocation Embedded Base" shall mean the Adopting CLEC's own Physical Collocation Embedded Base and the nonrecurring and recurring rates associated with such Physical Collocation Embedded Base shall be the nonrecurring and recurring rates associated with the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Physical Collocation Embedded Base from or the nonrecurring and recurring rates previously agreed to by the Adopting CLEC and AMERITECH pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and AMERITECH; therefore, in such event, the rates and charges set forth on this Appendix Pricing will be modified to reflect the rates and charges associated with the Adopting CLEC's own Physical Collocation Embedded Base as more specifically described hereinabove.				

	Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
COLLOCATION					
	<u>Applicable to All Physical & Virtual Collocation Offerings</u>				
	Cable Vault Splicing - per initial			\$ 209.75	
	Cable Vault Splicing - per subsequent			\$ 15.55	
	Splice Testing - per Initial			\$ 48.13	
	Splice Testing - per subsequent			\$ 2.83	
	Cable Pulling MH to Cable Vault-1st ft			\$ 227.60	
	Cable Pulling MH to Cable Vault-ea addl ft			\$ 1.14	
	Diverse Riser/ftr traversed			\$ 501.99	
	Power Consumption/Fuse Amp	NA			
	Power Msmt Billing/Customer Arrgt	\$ 11.49			
	Power Consumption/KWH	\$ 0.28			
	Power Msmt/Customer Arrgt			\$ 2,911.85	
	Power Msmt Engrg Charge/Existing Arrgt			\$ 272.47	
	200 Conductor Electrical Cross Connect Block	\$ 64.25			
	Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 15.21			
	Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 48.56			
	Optical Cross-Conn panel/OCX Panel segment	\$ 5.84			
	<u>Applicable to Virtual Collocation Only</u>				
	Service Order			\$ 115.26	
	Cable Pulling-Vault to LGX Panel- 1st ft			\$ 84.93	
	Cable Pulling-Vault to LGX Panel- ea addl ft			\$ 0.84	
	Proj Mgmt Fee - initial 7' bay			\$ 3,207.73	
	Proj Mgmt Fee - ea subs 7' bay			\$ 1,603.87	
	Proj Mgmt Fee - initial shelf			\$ 2,405.80	
	Proj Mgmt Fee - ea addl shelf			\$ 1,443.48	
	Proj Mgmt Fee - per rearrangement			\$ 1,924.64	
	Power Delivery/7' Bay			\$ 1,802.03	
	Thru Connect per DSX1 to DSX1	\$ 0.24		\$ 7.13	
	Thru Connect per OCX to OCX	\$ 1.72		\$ 7.13	
	7' bay (Co. provided/installed)/bay	\$ 26.28		\$ 452.34	
	7' bay (cust provided/installed)/bay	\$ 22.34			
	Riser Space/fiber termination	\$ 1.51			
	Digital Timing Source/timing ckt	\$ 2.57			
	Entrance Facility/ft	\$ 0.06			
	Optical Line Riser space/ft	\$ 0.26			
	<u>Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)</u>				
	Cable Racking/ft	\$ 0.70			
	Project Mgmt Fee			\$ 1,028.66	
	<u>Premises Report</u>				
	Premises Report				
	Note: T & M - Time and Materials				

		Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
		1 The rates and charges in this appendix entitled "CLEC Virtual Collocation Embedded Base Rates and Charges" (Appendix Pricing) are CLEC-specific. In the event that the Agreement rates, terms and conditions are the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, the term "CLEC's Virtual Collocation Embedded Base" shall mean the Adopting CLEC's own Virtual Collocation Embedded Base and the nonrecurring and recurring rates associated with such Virtual Collocation Embedded Base shall be the nonrecurring and recurring rates associated with the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Virtual Collocation Embedded Base from or the nonrecurring and recurring rates previously agreed to by the Adopting CLEC and AMERITECH pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and AMERITECH; therefore, in such event, the rates and charges set forth on this Appendix Pricing will be modified to reflect the rates and charges associated with the Adopting CLEC's own Virtual Collocation Embedded Base as more specifically described hereinabove.				

APPENDIX ILLINOIS RECOURSE CREDITS

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APPENDIX ILLINOIS RECOURSE CREDITS**1. INTRODUCTION**

- 1.1 SBC Communications Inc. (SBC) means the holding company which 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 d/b/a SBC 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.
- 1.2 As used herein, Ameritech-Illinois means Illinois Bell Telephone Company.
- 1.3 As used herein, **Consequential Damages** shall mean indirect, special, consequential, incidental or punitive damages, including loss on anticipated profits or revenues or any other economic loss in connection with or arising under the Agreement.
- 1.4 As used herein, **Customer Credits** shall mean those credits that CLEC provides to its end users pursuant to 83 IL Admin Code. Section 732.30 for violation of a Local Exchange Service Obligation.
- 1.5 As used herein, **Local Exchange Service Obligations** means those basic local exchange service standards that telecommunications carriers are expected to fulfill in accordance with 83 IL Admin. Code Section 732.20.
- 1.6 As used herein, **Recourse Credits** shall mean those credits that Ameritech-Illinois is required to provide to CLEC pursuant to 83 IL Admin. Code Section 732.35, to reimburse CLEC for those Customer Credits paid by CLEC in the event that CLEC's violation of a Local Exchange Service Obligation is caused by Ameritech-Illinois.
- 1.7 As used herein, **Recourse Credit Claim Form** shall mean the form which is attached as Exhibit RC completed by CLEC and submitted to Ameritech-Illinois to request and obtain Recourse Credits. Such form shall also be available on the SBC CLEC Online website: <https://clec.sbc.com>.
- 1.8 This Appendix implements an Illinois-specific requirement imposed by 83 Ill. Admin Code Section 732.35, and corresponds to the terms and conditions by which Ameritech-Illinois provides Recourse Credits to CLEC pursuant to 83 Ill. Admin. Code Section 732.35 and then only to the extent required by that regulation.

2. REQUEST FOR REIMBURSEMENT

- 2.1 CLEC shall submit a Recourse Credit Claim Form to Ameritech-Illinois' Local Service Center [specify address] by the 10th day of each month for which CLEC seeks Recourse Credits. The Recourse Credit Claim Form shall separately identify all Customer Credits made, paid or otherwise provided by the CLEC to its end users that were required by IL Admin. Code Section 732.30 during the preceding calendar month for which reimbursement is requested from Ameritech-Illinois.
- 2.2 The Recourse Credit Claim Form may also include requests pertaining to Customer Credits made, paid or otherwise provided by the CLEC to its end users in prior months and not previously requested by the CLEC in an earlier Recourse Credit Claim Form, provided, however, that the CLEC shall have a maximum of ninety (90) days from the date on which the Customer Credits were credited, paid or provided by the CLEC to its end users to request a Recourse Credit from Ameritech-Illinois. Provided further, that the CLEC shall have ninety (90) days from earliest of a) the effective date of 83 IL Admin. Code Section 732.35 or b) the effective date of this Appendix to request reimbursement for Customer Credits paid to end users from August 1, 2001 to such effective date of this Appendix.
- 2.3 By submitting a Recourse Credit Claim Form requesting a Recourse Credit, CLEC represents and warrants to Ameritech-Illinois that (i) at the time CLEC submits such a Recourse Credit Claim Form that the information contained within is a true and correct calculation of the credit claimed due to the CLEC based on information known to the CLEC and information received by the CLEC from its customer and relied upon for substantiation under 83 IL Admin. Code Section 732.30, and (ii) that a credit in an amount that is not less than the one sought from Ameritech-Illinois was actually made to CLEC's end user associated with alleged violation of a Local Exchange Service Obligation.
- 2.4 CLEC's Recourse Credit Claim Form shall include the following information with respect to each request for Recourse Credit:
- 2.4.1 The name and telephone number of the CLEC's end user that was alleged affected;
- 2.4.2 The specific Local Exchange Service Obligation that was violated;
- 2.4.3 Brief statement as to how the alleged actions or inactions of Ameritech-Illinois, or alleged failure or deficiency in any network element or service provided by Ameritech-Illinois to the CLEC, caused the violation of the Local Exchange Service Obligation by CLEC; and
- 2.4.4 Amount of Customer Credit made, paid or provided by CLEC to its end

user (including the cost to the CLEC of any alternative telephone service provided to end user) for which Recourse Credit is requested, and the date or dates on which the Customer Credit was provided.

3.0 RESPONSE TO REQUESTS FOR REIMBURSEMENT

- 3.1 Ameritech-Illinois shall have thirty (30) calendar days after receipt of CLEC's Recourse Credit Claim Form to notify CLEC in writing if it disputes a request for a Recourse Credit. Such notice shall separately identify each request for Recourse Credit that is disputed, and the basis on which Ameritech-Illinois disputes the reimbursement. A request for a Recourse Credit which is not disputed in writing by Ameritech-Illinois within the thirty (30) calendar day period shall be reimbursed by Ameritech-Illinois, subject to Ameritech-Illinois' right to seek recovery of credits pursuant to Section 6 of this Appendix.
- 3.2 For each request for Recourse Credit that is timely disputed by Ameritech-Illinois, the parties shall use the dispute resolution process set forth in the Agreement.

4.0 LIMITATION OF LIABILITY

- 4.1 Ameritech-Illinois shall not be required to make, pay or otherwise provide any Recourse Credit unless CLEC (i) is legally required to make a Customer Credit to its end users under 83 IL Admin. Code Section 732.30 and (ii) actually makes, pays, or otherwise provides such Customer Credit. In no event shall any Recourse Credit include any amount attributable to any liquidated damages or Consequential Damages or any other damages that CLEC may have paid its end user in excess of those credits expressly required by 83 IL Admin. Code Section 732.30 (a) – (c).
- 4.2 Ameritech-Illinois shall not be required to provide CLEC with Recourse Credits if a violation of a Local Exchange Service Obligations resulted from one or more of the occurrences described in 83 IL Admin. Code Section 732.30 (e).
- 4.3 In the event that Ameritech-Illinois is not the sole cause of a CLEC violation of a Local Exchange Service Obligation, the Parties shall agree to a reduction of the Recourse Credit based upon a proper allocation of fault. If the Parties cannot agree to the proper allocation of fault, the Parties shall resolve the issue by following the dispute resolution process set forth in the Agreement.

5.0 METHOD AND TIMING OF REIMBURSEMENT

- 5.1 Recourse Credits made under this Appendix shall be credited to the CLEC on Ameritech-Illinois' invoice to the CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the Ameritech-Illinois' receipt of the Recourse Credit Claim Form. Any Recourse Credit claims agreed to by Ameritech-Illinois after dispute resolution negotiations pursuant to Section 3.2 shall be credited to CLEC on Ameritech-Illinois' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after dispute resolution negotiations conclude. Should dispute resolution fail, any request for Recourse Credits that Ameritech-Illinois that is ordered to honor pursuant to an order by the Illinois Commerce Commission or court of competent jurisdiction shall be credited to CLEC on Ameritech-Illinois' invoice to CLEC for network elements or other services on the first billing date that is not less than thirty (30) Business Days after the effective date of such order.
- 5.2 Where reimbursement is to be made by credit on Ameritech-Illinois' invoice to the CLEC, the invoice shall show separately the credit and the reason for it.
- 5.3 Any disputed request for a Recourse Credit which Ameritech-Illinois is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by CLEC or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by CLEC, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by CLEC to the date of payment. Any disputed request for refund or repayment of a Recourse Credit previously provided by Ameritech-Illinois which CLEC is ordered to pay by the Commission as the result of a formal complaint proceeding initiated by Ameritech-Illinois or by a court, arbitration panel or other tribunal as a result of a proceeding initiated by Ameritech-Illinois, shall bear interest from the date the formal complaint proceeding or other proceeding was initiated by Ameritech-Illinois to the date of payment.

6.0 OBLIGATION TO UPDATE

- 6.1 If CLEC becomes aware of any inaccuracy or omission in any information that it previously provided to Ameritech-Illinois to substantiate Recourse Credit claims, including if such inaccuracy or omission arises from events subsequent to the submission, CLEC shall notify Ameritech-Illinois of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission, and do so on a per-Claim basis. If in light of such inaccuracy or omission, a Recourse Credit(s) made should not or would not have been made under this Appendix, in whole or in part (even if CLEC provided a Customer Credit), Ameritech-Illinois may recover the amount of such inappropriate credits on

Ameritech-Illinois upon providing CLEC with ten (10) days advance notice. If CLEC fails to dispute such notice within ten (10) days, CLEC shall be deemed to have agreed with Ameritech-Illinois’ notice and Ameritech-Illinois may recover the amount of such inappropriate credits on its next invoice to CLEC. If CLEC disputes such notice, the Parties shall comply with the dispute resolution procedures set forth in the Agreement.

- 6.2 If Ameritech-Illinois denies a Recourse Credit request, in whole or in part, and becomes aware of any inaccuracy or omission in the facts that it relied upon for its decision for that denial, Ameritech-Illinois shall notify CLEC of such inaccuracy or omission within five (5) Business Days of becoming aware of such inaccuracy or omission on a per-Claim basis. If such inaccuracy or omission resulted in Ameritech-Illinois failing to pay Recourse Credits, in whole or in part, to CLEC that it otherwise should have paid, Ameritech-Illinois shall provide such Recourse Credit not less than thirty (30) Business Days after Ameritech-Illinois agrees that such Recourse Credit should have been paid.

7.0 RESERVATION OF RIGHTS

- 7.1 The Parties acknowledge and agree that this Appendix is the result of an Illinois law and Illinois Commerce Commission regulations imposing Illinois-specific requirements and is not entered into to fulfill any Section 251 or 252 requirement or obligation. Ameritech is not admitting that this Appendix or any subject addressed herein is subject to Section 251 or 252, nor is it waiving its rights to take any position with respect to the application of the Section 251/252 process. The parties further acknowledge and agree that this Appendix was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). (See SBC/Ameritech Order in CC Docket No. 98-141, FCC 99-279 at Condition 43, and Note 725). The parties further acknowledge that the entirety of this Appendix and its provisions are non-severable, and are “legitimately related” as that phrase is understood under Section 252(i) of Title 47, United States Code, notwithstanding the fact that Section 252(i) does not apply to this Appendix.
- 7.2 This Appendix provides a mechanism to incorporate the 83 Ill. Admin. Code Section 732.35 and 220 ILCS 5/13-712 Illinois-specific requirements regarding Local Exchange Service Obligations. This Appendix is expressly conditional and is valid and binding only so long as no court or agency has ruled that the provisions of relevant 220 ILCS 5/13-712 or 83 Ill. Admin. Code Section 732.30 are unlawful, or has enjoined the effectiveness, application, or enforcement of those provisions, or has ruled that those provisions do not require all or any part of the provisions provided for in this Appendix. In any such event, the Appendix automatically expires and is no longer available upon and to the extent of any such ruling or injunctive action. In addition, the parties agree to comply with the Intervening Law or Change of Law provisions within the Agreement to amend

this Appendix in the event that there is a change in relevant 220 ILCS 5/13-712 or 83 IL Admin. Code requirements.

EXHIBIT RC**Illinois Recourse Credit Claim**

Date Submitted: _____

CARRIER NAME: _____ END USER CUSTOMER AFFECTED
NAME: _____CARRIER Billing Account Number: _____ END USER CUSTOMER AFFECTED TEL.
NO.: _____

Check Applicable Claim(s) Below and Provide Requested Information

___ Service Interruption Recourse Credit Claim

Date/Time Interruption Reported to Company* : _____

Ticket number: _____

Amount of Monthly Charge for Regulated Local Services Rendered Inoperative: \$ _____

Amount of Credit issued to end user Customer: \$ _____

Applicable Credit (Check/Circle One): Pro-Rata ___ 1/3 ___ 2/3 ___ 100% ___

Number of Additional Days ___ @ \$20/day ___ OR wireless phone \$ _____ /day

Requested Recourse Credit: \$ _____

___ New Service Installation Charge Credit (Missed Interval)

Date/Time Carrier Received Application for New Service: _____

Requested Installation Date: _____

Date/Time Order Received by Company* : _____ Date Installed: _____

Order number: _____

Amount of Regulated Installation Charge Actually Imposed on end-user Customer: \$ _____

Amount of Credit Issued to end-user Customer: \$ _____

Applicable Credit (Check/Circle One): 50% ___ 100% ___

Number of Additional Days ___ @ \$20/day ___ OR wireless phone \$ _____ /day

Requested Recourse Credit: \$ _____

___ Missed Installation Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ___/___/___ Time: AM ___ PM ___ All Day ___ (Check/Circle One)

Order number: _____

Amount of Credit Issued to end-user Customer: \$ _____

Requested Recourse Credit: \$ _____

___ Missed Repair Appointment Recourse Credit

Date/Window of Missed Scheduled Appointment: ___/___/___ Time: AM ___ PM ___ All Day ___ (Check/Circle One)

Ticket number: _____

Amount of Credit Issued to end-user Customer: \$ _____

Requested Recourse Credit: \$ _____

****Brief statement as to how Company* caused the violation of the Local Exchange Service Obligation by the Carrier:****COMPANY* RESOLUTION/RESPONSE****Company* Contact:**

Claim Accepted: _____

Recourse Credit Amount: \$ _____

Claim Partially Accepted: _____

Claim Rejected-Incomplete: _____

Claim Denied: _____

Explanation of Partially Accepted, Rejected-Incomplete, or Denied Claim:

BY SUBMITTING THIS CREDIT CLAIM TO THE COMPANY*, CARRIER REPRESENTS AND WARRANTS THAT THE AMOUNT OF THE RECOURSE CREDIT DUE THE CARRIER IS ACCURATE AND COMPLETE, BASED ON INFORMATION KNOWN TO THE CARRIER AND INFORMATION THE CARRIER HAS RECEIVED FROM ITS END-USER CUSTOMER.

- "Company" refers to Ameritech

TBD - To Be Determined
 NRO - Nonrecurring only
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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

IL **ACCESS (Recurring)**

Item	Discount

RES

Access Lines MSA1-Area A	19.6%
Access Line MSA1-Area B	12.7%
Access Line MSA1-Area C	9.9%
Access Line Other MSAs-Area C	9.9%
Flat SL Rate Group 1	38.4%
Flat SL Rate Group 2	38.5%
Flat SL Rate Group 3	38.6%
Flat SL Rate Group 4	38.7%
Flat SL Rate Group 5	38.8%
Flat SL Rate Group 6	38.8%
Flat SL Rate Group 7	38.9%
Flat SL Rate Group 8	39.0%
Flat SL Rate Group 9	39.0%
Flat SL Rate Group 10	39.0%
Flat SL Rate Group 11	39.1%
Flat Group 1 Family Plan	39.4%
Flat Group 2 Family Plan	39.5%
Flat Group 3 Family Plan	39.7%
Flat Group 4 Family Plan	39.7%
Flat Group 5 Family Plan	39.8%
Flat Group 6 Family Plan	41.7%
Flat Group 7 Family Plan	40.1%
Flat Group 8 Family Plan	40.3%
Flat Group 9 Family Plan	40.4%
Flat Group 10 Family Plan	40.5%
Flat Group 11 Family Plan	40.7%
Res Direct Line (S. Beloit)	5.2%

BUS

Business Direct Line, Single Line Sub - Area A	20.8%
Business Direct Line, Single Line Sub - Area B	13.8%
Business Direct Line, Single Line Sub - Area C	10.9%
Business Direct Line, Multiline Sub - Area A	20.8%
Business Direct Line, Multiline Sub - Area B	14.1%
Business Direct Line, Multiline Sub - Area C	11.8%
PBX Trunk, Single/Multiline Sub STF NA - Area A	20.8%
PBX Trunk, Single/Multiline Sub STF Applicable - Area A	0.0%
PBX Trunk, Single/Multiline Sub STF NA - Area B	14.1%
PBX Trunk, Single/Multiline Sub STF Applicable - Area B	5.3%
PBX Trunk, Single/Multiline Sub STF NA - Area C	11.8%
PBX Trunk, Single/Multiline Sub STF Applicable - Area C	5.6%
FlexLine Access Area A	20.4%
ServiceTransport Facility, per pair Area A	29.7%
ServiceTransport Facility, per pair Area B	22.8%
ServiceTransport Facility, per pair Area C	20.0%
Flat Rate Group 1	29.1%
Flat Rate Group 2	29.2%

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AMERITECH
 TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
 ILLINOIS
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Flat Rate Group 3	29.5%
Flat Rate Group 4	29.6%
Flat Rate Group 5	29.8%
Flat Rate Group 6	30.0%
Flat Rate Group 7	30.2%
Flat Rate Group 8	30.3%
Flat Rate Group 9	26.8%
Flat Rate Group 10	27.0%
Flat Rate Group 11	24.5%
PBX, Flat Rate Group 1	31.1%
PBX, Flat Rate Group 2	31.5%
PBX, Flat Rate Group 3	31.8%
PBX, Flat Rate Group 4	32.0%
PBX, Flat Rate Group 5	32.3%
PBX, Flat Rate Group 6	32.6%
PBX, Flat Rate Group 7	32.9%
PBX, Flat Rate Group 8	33.1%
PBX, Flat Rate Group 9	33.4%
PBX, Flat Rate Group 10	33.7%
PBX, Flat Rate Group 11	33.9%
Bus Direct Line (S. Beloit)	5.7%
FlexLine Access Area A	20.4%
FlexLine Access Area B	20.0%
FlexLine Access Area C	19.2%
STF Pair Complements Area A 100 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 100 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 100 Pair 0-1/4 5yr	14.7%
STF Pair Complements Area A 100 Pair 0-1/4 7yr	14.6%
STF Pair Complements Area A 100 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 100 Pair 1/4-1/2 3yr	15.0%
STF Pair Complements Area A 100 Pair 1/4-1/2 5yr	14.9%
STF Pair Complements Area A 100 Pair 1/4-1/2 7yr	14.9%
STF Pair Complements Area A 200 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 200 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 200 Pair 0-1/4 5yr	14.7%
STF Pair Complements Area A 200 Pair 0-1/4 7yr	14.6%
STF Pair Complements Area A 200 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 200 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 200 Pair 1/4-1/2 5yr	14.5%
STF Pair Complements Area A 200 Pair 1/4-1/2 7yr	14.4%
STF Pair Complements Area A 200 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 200 Pair 1/2-3/4 3yr	14.6%
STF Pair Complements Area A 200 Pair 1/2-3/4 5yr	14.6%
STF Pair Complements Area A 200 Pair 1/2-3/4 7yr	14.6%
STF Pair Complements Area A 200 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 200 Pair 3/4-1 3yr	14.7%
STF Pair Complements Area A 200 Pair 3/4-1 5yr	14.7%
STF Pair Complements Area A 200 Pair 3/4-1 7yr	14.7%
STF Pair Complements Area A 300 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 300 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 300 Pair 0-1/4 5yr	14.7%
STF Pair Complements Area A 300 Pair 0-1/4 7yr	14.6%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Complements Area A 300 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 300 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 300 Pair 1/4-1/2 5yr	14.4%
STF Pair Complements Area A 300 Pair 1/4-1/2 7yr	14.4%
STF Pair Complements Area A 300 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 300 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 300 Pair 1/2-3/4 5yr	14.4%
STF Pair Complements Area A 300 Pair 1/2-3/4 7yr	14.4%
STF Pair Complements Area A 300 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 300 Pair 3/4-1 3yr	14.5%
STF Pair Complements Area A 300 Pair 3/4-1 5yr	14.5%
STF Pair Complements Area A 300 Pair 3/4-1 7yr	14.4%
STF Pair Complements Area A 300 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 300 Pair 1-1 1/4 3yr	14.6%
STF Pair Complements Area A 300 Pair 1-1 1/4 5yr	14.6%
STF Pair Complements Area A 300 Pair 1-1 1/4 7yr	14.6%
STF Pair Complements Area A 400 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 400 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 400 Pair 0-1/4 5yr	14.6%
STF Pair Complements Area A 400 Pair 0-1/4 7yr	14.6%
STF Pair Complements Area A 400 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 400 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 400 Pair 1/4-1/2 5yr	14.4%
STF Pair Complements Area A 400 Pair 1/4-1/2 7yr	14.4%
STF Pair Complements Area A 400 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 400 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 400 Pair 1/2-3/4 5yr	14.3%
STF Pair Complements Area A 400 Pair 1/2-3/4 7yr	14.2%
STF Pair Complements Area A 400 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 400 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 400 Pair 3/4-1 5yr	14.3%
STF Pair Complements Area A 400 Pair 3/4-1 7yr	14.3%
STF Pair Complements Area A 400 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 400 Pair 1-1 1/4 3yr	14.5%
STF Pair Complements Area A 400 Pair 1-1 1/4 5yr	14.5%
STF Pair Complements Area A 400 Pair 1-1 1/4 7yr	14.4%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 3yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 5yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/4-1 1/2 7yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 3yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 5yr	14.5%
STF Pair Complements Area A 400 Pair 1 1/2-1 3/4 7yr	14.5%
STF Pair Complements Area A 600 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 600 Pair 0-1/4 3yr	14.9%
STF Pair Complements Area A 600 Pair 0-1/4 5yr	14.6%
STF Pair Complements Area A 600 Pair 0-1/4 7yr	14.5%
STF Pair Complements Area A 600 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 600 Pair 1/4-1/2 3yr	14.6%
STF Pair Complements Area A 600 Pair 1/4-1/2 5yr	14.4%
STF Pair Complements Area A 600 Pair 1/4-1/2 7yr	14.3%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
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APPENDIX PRICING
 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Complements Area A 600 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 600 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 600 Pair 1/2-3/4 5yr	14.3%
STF Pair Complements Area A 600 Pair 1/2-3/4 7yr	14.2%
STF Pair Complements Area A 600 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 600 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 600 Pair 3/4-1 5yr	14.2%
STF Pair Complements Area A 600 Pair 3/4-1 7yr	14.2%
STF Pair Complements Area A 600 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 600 Pair 1-1 1/4 3yr	14.3%
STF Pair Complements Area A 600 Pair 1-1 1/4 5yr	14.3%
STF Pair Complements Area A 600 Pair 1-1 1/4 7yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 3yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 5yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/4-1 1/2 7yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 3yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 5yr	14.3%
STF Pair Complements Area A 600 Pair 1 1/2-1 3/4 7yr	14.3%
STF Pair Complements Area A 600 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 600 Pair 1 3/4-2 3yr	14.4%
STF Pair Complements Area A 600 Pair 1 3/4-2 5yr	14.4%
STF Pair Complements Area A 600 Pair 1 3/4-2 7yr	14.4%
STF Pair Complements Area A 600 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 600 Pair 2-2 1/4 3yr	14.4%
STF Pair Complements Area A 600 Pair 2-2 1/4 5yr	14.4%
STF Pair Complements Area A 600 Pair 2-2 1/4 7yr	14.4%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 3yr	14.5%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 5yr	14.5%
STF Pair Complements Area A 600 Pair 2 1/4-2 1/2 7yr	14.5%
STF Pair Complements Area A 900 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 900 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 900 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 900 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 900 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 900 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 900 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 900 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 900 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 900 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 900 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 900 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 900 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 900 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 900 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 900 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 900 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 900 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 900 Pair 1-1 1/4 5yr	14.2%
STF Pair Complements Area A 900 Pair 1-1 1/4 7yr	14.2%

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 December 3, 1999

APPENDIX PRICING
 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/4-1 1/2 7yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 5yr	14.2%
STF Pair Complements Area A 900 Pair 1 1/2-1 3/4 7yr	14.2%
STF Pair Complements Area A 900 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 900 Pair 1 3/4-2 3yr	14.2%
STF Pair Complements Area A 900 Pair 1 3/4-2 5yr	14.2%
STF Pair Complements Area A 900 Pair 1 3/4-2 7yr	14.2%
STF Pair Complements Area A 900 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 900 Pair 2-2 1/4 3yr	14.3%
STF Pair Complements Area A 900 Pair 2-2 1/4 5yr	14.3%
STF Pair Complements Area A 900 Pair 2-2 1/4 7yr	14.2%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 5yr	14.3%
STF Pair Complements Area A 900 Pair 2 1/4-2 1/2 7yr	14.3%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 5yr	14.4%
STF Pair Complements Area A 900 Pair 2 1/2-2 3/4 7yr	14.4%
STF Pair Complements Area A 1200 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 1200 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 1200 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 1200 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 1200 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 1200 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 1200 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 1200 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 1200 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 1200 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 1200 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 1200 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 1200 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 1200 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 1200 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 1200 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 1200 Pair 1-1 1/4 7yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 3yr	20.2%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 INC	84.2%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 1200 Pair 1 1/2-1 3/4 7yr	14.1%

TBD - To Be Determined
NRO - Nonrecurring only
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AMERITECH
TELEPHONE COMPANY/AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

STF Pair Complements Area A 1200 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 1200 Pair 1 3/4-2 3yr	14.2%
STF Pair Complements Area A 1200 Pair 1 3/4-2 5yr	14.2%
STF Pair Complements Area A 1200 Pair 1 3/4-2 7yr	14.2%
STF Pair Complements Area A 1200 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 2-2 1/4 3yr	14.2%
STF Pair Complements Area A 1200 Pair 2-2 1/4 5yr	14.2%
STF Pair Complements Area A 1200 Pair 2-2 1/4 7yr	14.2%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 1200 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 1200 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Complements Area A 1200 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 1200 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 1200 Pair 2 3/4-3 5yr	14.4%
STF Pair Complements Area A 1200 Pair 2 3/4-3 7yr	14.4%
STF Pair Complements Area A 1200 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 1200 Pair 3-3 1/4 3yr	14.5%
STF Pair Complements Area A 1200 Pair 3-3 1/4 5yr	14.5%
STF Pair Complements Area A 1200 Pair 3-3 1/4 7yr	14.5%
STF Pair Complements Area A 1500 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 1500 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 1500 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 1500 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 1500 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 1500 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 1500 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 1500 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 1500 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 1500 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 1500 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 1500 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 1500 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 1500 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 1500 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1-1 1/4 7yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1 1/2-1 3/4 7yr	14.1%

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AMERITECH
 TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
 ILLINOIS
 RESALE RATES
 December 3, 1999

STF Pair Complements Area A 1500 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 1500 Pair 1 3/4-2 3yr	14.2%
STF Pair Complements Area A 1500 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 1500 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 1500 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 2-2 1/4 3yr	14.2%
STF Pair Complements Area A 1500 Pair 2-2 1/4 5yr	14.2%
STF Pair Complements Area A 1500 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 1500 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 1500 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Complements Area A 1500 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 1500 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 1500 Pair 2 3/4-3 5yr	14.4%
STF Pair Complements Area A 1500 Pair 2 3/4-3 7yr	14.4%
STF Pair Complements Area A 1500 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 1500 Pair 3-3 1/4 3yr	14.5%
STF Pair Complements Area A 1500 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 1500 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 1500 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Complements Area A 1800 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 1800 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 1800 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 1800 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 1800 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 1800 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 1800 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 1800 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 1800 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 1800 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 1800 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 1800 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 1800 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 1800 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 1800 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1 1/4-1 1/2 7yr	14.1%

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AMERITECH
TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 1800 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 1800 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 1800 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 1800 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 1800 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 1800 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 1800 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 1800 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 1800 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 1800 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 1800 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 1800 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 1800 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2100 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 2100 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 2100 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 2100 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 2100 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 2100 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 2100 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 2100 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 2100 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 2100 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 2100 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 2100 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 2100 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 2100 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 2100 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1-1 1/4 7yr	14.0%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Complements Area A 2100 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 2100 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 2100 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 2100 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 2100 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Complements Area A 2100 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Complements Area A 2100 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 2100 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 2100 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 2100 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 2100 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 2100 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 2100 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 2100 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 2100 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 2100 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2400 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 2400 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 2400 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 2400 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 2400 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 2400 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 2400 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 2400 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 2400 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 2400 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 2400 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 2400 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 2400 Pair 3/4-1 7yr	14.1%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Complements Area A 2400 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 2400 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 2400 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 2400 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 2-2 1/4 3yr	14.2%
STF Pair Complements Area A 2400 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 2400 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 2400 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 2400 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 2400 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 2400 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 2400 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 2400 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 2400 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 2400 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 2400 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 2400 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 2400 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2700 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 2700 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 2700 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 2700 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 2700 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 2700 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 2700 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 1/2-3/4 3yr	14.3%
STF Pair Complements Area A 2700 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 2700 Pair 1/2-3/4 7yr	14.1%

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ILLINOIS
RESALE RATES
December 3, 1999

STF Pair Complements Area A 2700 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 2700 Pair 3/4-1 3yr	14.2%
STF Pair Complements Area A 2700 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 2700 Pair 3/4-1 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 2700 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Complements Area A 2700 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 2700 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 2700 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 2700 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 2700 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Complements Area A 2700 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Complements Area A 2700 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 2700 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 2700 Pair 2 3/4-3 3yr	14.4%
STF Pair Complements Area A 2700 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 2700 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 2700 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 2700 Pair 3-3 1/4 5yr	14.4%
STF Pair Complements Area A 2700 Pair 3-3 1/4 7yr	14.4%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Complements Area A 2700 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Complements Area A 3000 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 3000 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 3000 Pair 0-1/4 7yr	14.4%

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AMERITECH
TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

STF Pair Complements Area A 3000 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 3000 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 3000 Pair 1/4-1/2 7yr	14.2%
STF Pair Complements Area A 3000 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 3000 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 3000 Pair 1/2-3/4 7yr	14.1%
STF Pair Complements Area A 3000 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 3000 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 3000 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 3000 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 3000 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 1-1 1/4 3yr	14.2%
STF Pair Complements Area A 3000 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1-1 1/4 7yr	14.0%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Complements Area A 3000 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 3000 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 3000 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 3000 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 3000 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Complements Area A 3000 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Complements Area A 3000 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 3000 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 3000 Pair 2 3/4-3 3yr	14.3%
STF Pair Complements Area A 3000 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 3000 Pair 2 3/4-3 7yr	14.3%
STF Pair Complements Area A 3000 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 3000 Pair 3-3 1/4 5yr	14.3%
STF Pair Complements Area A 3000 Pair 3-3 1/4 7yr	14.3%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Complements Area A 3000 Pair 3 1/4-3 1/2 7yr	14.4%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Complements Area A 3000 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Complements Area A 3600 Pair 0-1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 0-1/4 3yr	14.7%
STF Pair Complements Area A 3600 Pair 0-1/4 5yr	14.5%
STF Pair Complements Area A 3600 Pair 0-1/4 7yr	14.4%
STF Pair Complements Area A 3600 Pair 1/4-1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 1/4-1/2 3yr	14.5%
STF Pair Complements Area A 3600 Pair 1/4-1/2 5yr	14.3%
STF Pair Complements Area A 3600 Pair 1/4-1/2 7yr	14.3%
STF Pair Complements Area A 3600 Pair 1/2-3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 1/2-3/4 3yr	14.4%
STF Pair Complements Area A 3600 Pair 1/2-3/4 5yr	14.2%
STF Pair Complements Area A 3600 Pair 1/2-3/4 7yr	14.2%
STF Pair Complements Area A 3600 Pair 3/4-1 INC	84.1%
STF Pair Complements Area A 3600 Pair 3/4-1 3yr	14.3%
STF Pair Complements Area A 3600 Pair 3/4-1 5yr	14.1%
STF Pair Complements Area A 3600 Pair 3/4-1 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1-1 1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 1-1 1/4 3yr	14.3%
STF Pair Complements Area A 3600 Pair 1-1 1/4 5yr	14.1%
STF Pair Complements Area A 3600 Pair 1-1 1/4 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Complements Area A 3600 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Complements Area A 3600 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 INC	84.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 3yr	14.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 5yr	14.1%
STF Pair Complements Area A 3600 Pair 1 3/4-2 7yr	14.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 3yr	14.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 5yr	14.1%
STF Pair Complements Area A 3600 Pair 2-2 1/4 7yr	14.1%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Complements Area A 3600 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Complements Area A 3600 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Complements Area A 3600 Pair 2 3/4-3 INC	84.1%
STF Pair Complements Area A 3600 Pair 2 3/4-3 3yr	14.3%
STF Pair Complements Area A 3600 Pair 2 3/4-3 5yr	14.3%
STF Pair Complements Area A 3600 Pair 2 3/4-3 7yr	14.3%

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AMERITECH
TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

STF Pair Complements Area A 3600 Pair 3-3 1/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 3-3 1/4 3yr	14.4%
STF Pair Complements Area A 3600 Pair 3-3 1/4 5yr	14.3%
STF Pair Complements Area A 3600 Pair 3-3 1/4 7yr	14.3%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Complements Area A 3600 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Complements Area A 3600 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area B 0-1/4 INC	84.1%
STF Pair Compliments Area B 100 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 100 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 100 Pair 0-1/4 7yr	14.7%
STF Pair Compliments Area B 100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 100 Pair 1/4-1/2 3yr	14.8%
STF Pair Compliments Area B 100 Pair 1/4-1/2 5yr	14.8%
STF Pair Compliments Area B 100 Pair 1/4-1/2 7yr	14.8%
STF Pair Compliments Area B 100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 100 Pair 1/2-3/4 3yr	15.0%
STF Pair Compliments Area B 100 Pair 1/2-3/4 5yr	15.0%
STF Pair Compliments Area B 100 Pair 1/2-3/4 7yr	15.0%
STF Pair Compliments Area B 100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 100 Pair 3/4-1 3yr	15.1%
STF Pair Compliments Area B 100 Pair 3/4-1 5yr	15.1%
STF Pair Compliments Area B 100 Pair 3/4-1 7yr	15.1%
STF Pair Compliments Area B 200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 200 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 200 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 200 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 200 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 200 Pair 1/4-1/2 7yr	14.4%
STF Pair Compliments Area B 200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 1/2-3/4 3yr	14.5%
STF Pair Compliments Area B 200 Pair 1/2-3/4 5yr	14.5%
STF Pair Compliments Area B 200 Pair 1/2-3/4 7yr	14.5%
STF Pair Compliments Area B 200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 200 Pair 3/4-1 3yr	14.6%
STF Pair Compliments Area B 200 Pair 3/4-1 5yr	14.6%
STF Pair Compliments Area B 200 Pair 3/4-1 7yr	14.5%
STF Pair Compliments Area B 200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 1-1 1/4 3yr	14.9%
STF Pair Compliments Area B 200 Pair 1-1 1/4 5yr	14.9%
STF Pair Compliments Area B 200 Pair 1-1 1/4 7yr	14.8%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 3yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 5yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/4-1 1/2 7yr	14.9%

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ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 3yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 5yr	14.9%
STF Pair Compliments Area B 200 Pair 1 1/2-1 3/4 7yr	14.9%
STF Pair Compliments Area B 300 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 300 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 300 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 300 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 300 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 300 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 300 Pair 1/4-1/2 7yr	14.3%
STF Pair Compliments Area B 300 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 300 Pair 1/2-3/4 5yr	14.3%
STF Pair Compliments Area B 300 Pair 1/2-3/4 7yr	14.3%
STF Pair Compliments Area B 300 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 300 Pair 3/4-1 3yr	14.3%
STF Pair Compliments Area B 300 Pair 3/4-1 5yr	14.3%
STF Pair Compliments Area B 300 Pair 3/4-1 7yr	14.3%
STF Pair Compliments Area B 300 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 1-1 1/4 3yr	14.5%
STF Pair Compliments Area B 300 Pair 1-1 1/4 5yr	14.5%
STF Pair Compliments Area B 300 Pair 1-1 1/4 7yr	14.5%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 3yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 5yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/4-1 1/2 7yr	14.5%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 3yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 5yr	14.6%
STF Pair Compliments Area B 300 Pair 1 1/2-1 3/4 7yr	14.6%
STF Pair Compliments Area B 300 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 300 Pair 1 3/4-2 3yr	14.7%
STF Pair Compliments Area B 300 Pair 1 3/4-2 5yr	14.7%
STF Pair Compliments Area B 300 Pair 1 3/4-2 7yr	14.7%
STF Pair Compliments Area B 300 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 300 Pair 2-2 1/4 3yr	14.8%
STF Pair Compliments Area B 300 Pair 2-2 1/4 5yr	14.8%
STF Pair Compliments Area B 300 Pair 2-2 1/4 7yr	14.7%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 3yr	14.9%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 5yr	14.9%
STF Pair Compliments Area B 300 Pair 2 1/4-2 1/2 7yr	14.8%
STF Pair Compliments Area B 400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 400 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area B 400 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 400 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 400 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 400 Pair 1/4-1/2 7yr	14.3%

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ILLINOIS
RESALE RATES
December 3, 1999

STF Pair Compliments Area B 400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 400 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 400 Pair 1/2-3/4 7yr	14.2%
STF Pair Compliments Area B 400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 400 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 400 Pair 3/4-1 5yr	14.2%
STF Pair Compliments Area B 400 Pair 3/4-1 7yr	14.2%
STF Pair Compliments Area B 400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 1-1 1/4 3yr	14.4%
STF Pair Compliments Area B 400 Pair 1-1 1/4 5yr	14.4%
STF Pair Compliments Area B 400 Pair 1-1 1/4 7yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 3yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 5yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/4-1 1/2 7yr	14.4%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 3yr	14.5%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 5yr	14.5%
STF Pair Compliments Area B 400 Pair 1 1/2-1 3/4 7yr	14.4%
STF Pair Compliments Area B 400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 400 Pair 1 3/4-2 3yr	14.6%
STF Pair Compliments Area B 400 Pair 1 3/4-2 5yr	14.6%
STF Pair Compliments Area B 400 Pair 1 3/4-2 7yr	14.5%
STF Pair Compliments Area B 400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 2-2 1/4 3yr	14.6%
STF Pair Compliments Area B 400 Pair 2-2 1/4 5yr	14.6%
STF Pair Compliments Area B 400 Pair 2-2 1/4 7yr	14.6%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 3yr	14.7%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 5yr	14.7%
STF Pair Compliments Area B 400 Pair 2 1/4-2 1/2 7yr	14.7%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 3yr	14.8%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 5yr	14.8%
STF Pair Compliments Area B 400 Pair 2 1/2-2 3/4 7yr	14.8%
STF Pair Compliments Area B 400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 400 Pair 2 3/4-3 3yr	15.0%
STF Pair Compliments Area B 400 Pair 2 3/4-3 5yr	15.0%
STF Pair Compliments Area B 400 Pair 2 3/4-3 7yr	14.9%
STF Pair Compliments Area B 600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area B 600 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area B 600 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area B 600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 1/4-1/2 3yr	14.6%
STF Pair Compliments Area B 600 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area B 600 Pair 1/4-1/2 7yr	14.3%
STF Pair Compliments Area B 600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 600 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 600 Pair 1/2-3/4 7yr	14.2%

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ILLINOIS
RESALE RATES
December 3, 1999

STF Pair Compliments Area B 600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 600 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 600 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 600 Pair 3/4-1 7yr	14.1%
STF Pair Compliments Area B 600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 600 Pair 1-1 1/4 5yr	14.2%
STF Pair Compliments Area B 600 Pair 1-1 1/4 7yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/4-1 1/2 7yr	14.2%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 3yr	14.3%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 5yr	14.3%
STF Pair Compliments Area B 600 Pair 1 1/2-1 3/4 7yr	14.3%
STF Pair Compliments Area B 600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 600 Pair 1 3/4-2 3yr	14.4%
STF Pair Compliments Area B 600 Pair 1 3/4-2 5yr	14.4%
STF Pair Compliments Area B 600 Pair 1 3/4-2 7yr	14.4%
STF Pair Compliments Area B 600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 2-2 1/4 3yr	14.4%
STF Pair Compliments Area B 600 Pair 2-2 1/4 5yr	14.4%
STF Pair Compliments Area B 600 Pair 2-2 1/4 7yr	14.4%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 3yr	14.5%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 5yr	14.5%
STF Pair Compliments Area B 600 Pair 2 1/4-2 1/2 7yr	14.5%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 3yr	14.6%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 5yr	14.6%
STF Pair Compliments Area B 600 Pair 2 1/2-2 3/4 7yr	14.6%
STF Pair Compliments Area B 600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 600 Pair 2 3/4-3 3yr	14.7%
STF Pair Compliments Area B 600 Pair 2 3/4-3 5yr	14.7%
STF Pair Compliments Area B 600 Pair 2 3/4-3 7yr	14.7%
STF Pair Compliments Area B 600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 3-3 1/4 3yr	14.8%
STF Pair Compliments Area B 600 Pair 3-3 1/4 5yr	14.8%
STF Pair Compliments Area B 600 Pair 3-3 1/4 7yr	14.8%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 3yr	15.0%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 5yr	14.9%
STF Pair Compliments Area B 600 Pair 3 1/4-3 1/2 7yr	14.9%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 3yr	15.1%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 5yr	15.1%
STF Pair Compliments Area B 600 Pair 3 1/2-3 3/4 7yr	15.0%
STF Pair Compliments Area B 900 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 900 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 900 Pair 0-1/4 7yr	14.4%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Compliments Area B 900 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area B 900 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 900 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 900 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 900 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 900 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 900 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 900 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 900 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 900 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 900 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 900 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 900 Pair 1-1 1/4 7yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 5yr	14.2%
STF Pair Compliments Area B 900 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area B 900 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 900 Pair 1 3/4-2 3yr	14.3%
STF Pair Compliments Area B 900 Pair 1 3/4-2 5yr	14.2%
STF Pair Compliments Area B 900 Pair 1 3/4-2 7yr	14.2%
STF Pair Compliments Area B 900 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 2-2 1/4 3yr	14.3%
STF Pair Compliments Area B 900 Pair 2-2 1/4 5yr	14.3%
STF Pair Compliments Area B 900 Pair 2-2 1/4 7yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 5yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/4-2 1/2 7yr	14.3%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 3yr	14.5%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 5yr	14.4%
STF Pair Compliments Area B 900 Pair 2 1/2-2 3/4 7yr	14.4%
STF Pair Compliments Area B 900 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 900 Pair 2 3/4-3 3yr	14.5%
STF Pair Compliments Area B 900 Pair 2 3/4-3 5yr	14.5%
STF Pair Compliments Area B 900 Pair 2 3/4-3 7yr	14.5%
STF Pair Compliments Area B 900 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 3-3 1/4 3yr	14.6%
STF Pair Compliments Area B 900 Pair 3-3 1/4 5yr	14.6%
STF Pair Compliments Area B 900 Pair 3-3 1/4 7yr	14.6%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 3yr	14.7%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 5yr	14.7%
STF Pair Compliments Area B 900 Pair 3 1/4-3 1/2 7yr	14.7%

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STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 3yr	14.8%
STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 5yr	14.8%
STF Pair Compliments Area B 900 Pair 3 1/2-3 3/4 7yr	14.8%
STF Pair Compliments Area B 900 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 900 Pair 3 3/4-4 3yr	14.9%
STF Pair Compliments Area B 900 Pair 3 3/4-4 5yr	14.9%
STF Pair Compliments Area B 900 Pair 3 3/4-4 7yr	14.9%
STF Pair Compliments Area B 900 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 900 Pair 4-4 1/4 3yr	15.0%
STF Pair Compliments Area B 900 Pair 4-4 1/4 5yr	14.9%
STF Pair Compliments Area B 900 Pair 4-4 1/4 7yr	14.9%
STF Pair Compliments Area B 1200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 1200 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 1200 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 1200 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 1200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 1200 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/4-1 1/2 7yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 5yr	14.2%
STF Pair Compliments Area B 1200 Pair 1 3/4-2 7yr	14.2%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 5yr	14.2%
STF Pair Compliments Area B 1200 Pair 2-2 1/4 7yr	14.2%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 1200 Pair 2 1/4-2 1/2 7yr	14.2%

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STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 1200 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area B 1200 Pair 2 3/4-3 7yr	14.4%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 3yr	14.5%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 5yr	14.5%
STF Pair Compliments Area B 1200 Pair 3-3 1/4 7yr	14.5%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 3yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 5yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/4-3 1/2 7yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 3yr	14.7%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 1/2-3 3/4 7yr	14.6%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 3yr	14.8%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 5yr	14.7%
STF Pair Compliments Area B 1200 Pair 3 3/4-4 7yr	14.7%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 5yr	14.8%
STF Pair Compliments Area B 1200 Pair 4-4 1/4 7yr	14.8%
STF Pair Compliments Area B 1500 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 1500 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 1500 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 1500 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 1500 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 1500 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 1500 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area B 1500 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 1500 Pair 1 1/4-1 1/2 7yr	14.0%

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December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 1500 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 5yr	14.2%
STF Pair Compliments Area B 1500 Pair 2-2 1/4 7yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 1500 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area B 1500 Pair 2 3/4-3 7yr	14.4%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 3yr	14.5%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 1500 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 1500 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 1/2-3 3/4 7yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 1500 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 1500 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area B 1800 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 1800 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 1800 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 1800 Pair 1/4-1/2 7yr	14.2%

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STF Pair Compliments Area B 1800 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 1800 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 1800 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 1800 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 1800 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 1800 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 1800 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 1800 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 1800 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 1800 Pair 3 1/2-3 3/4 7yr	14.5%

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STF Pair Compliments Area B 1800 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 1800 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 1800 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 1800 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area B 2100 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 2100 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 2100 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 2100 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 2100 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area B 2100 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 2100 Pair 2 1/2-2 3/4 7yr	14.2%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Compliments Area B 2100 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 2100 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 2100 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 2100 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 2100 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area B 2100 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 2100 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 2100 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area B 2400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 2400 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 2400 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 2400 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 2400 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 2400 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 2400 Pair 1 1/2-1 3/4 7yr	14.0%

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AMERITECH
TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

STF Pair Compliments Area B 2400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 2400 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 2400 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 2400 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 2400 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 2400 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 2400 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 2400 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area B 2700 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 2700 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 2700 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 2700 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area B 2700 Pair 1/2-3/4 7yr	14.1%

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TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

STF Pair Compliments Area B 2700 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 2700 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 2700 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 2700 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area B 2700 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area B 2700 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 2700 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area B 2700 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 2700 Pair 3 3/4-4 7yr	14.6%

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RESALE RATES
December 3, 1999

APPENDIX PRICING
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STF Pair Compliments Area B 2700 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 2700 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 2700 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area B 2700 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area B 3000 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area B 3000 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 3000 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 3000 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 3yr	14.3%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 3000 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 3000 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 3000 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 1 3/4-2 7yr	14.0%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area B 3000 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area B 3000 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 3000 Pair 2 3/4-3 7yr	14.3%

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APPENDIX PRICING
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STF Pair Compliments Area B 3000 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 3000 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area B 3000 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area B 3000 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 3000 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area B 3000 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area B 3000 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area B 3600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area B 3600 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area B 3600 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area B 3600 Pair 1/4-1/2 7yr	14.3%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 3yr	14.4%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area B 3600 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 3/4-1 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 1-1 1/4 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area B 3600 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 1 3/4-2 7yr	14.0%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Compliments Area B 3600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area B 3600 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area B 3600 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area B 3600 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area B 3600 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area B 3600 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area B 3600 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area B 3600 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area B 3600 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 100 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area C 100 Pair 0-1/4 5yr	14.7%
STF Pair Compliments Area C 100 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area C 100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 100 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 100 Pair 1/4-1/2 5yr	14.4%
STF Pair Compliments Area C 100 Pair 1/4-1/2 7yr	14.4%
STF Pair Compliments Area C 100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 1/2-3/4 3yr	14.5%
STF Pair Compliments Area C 100 Pair 1/2-3/4 5yr	14.5%
STF Pair Compliments Area C 100 Pair 1/2-3/4 7yr	14.5%
STF Pair Compliments Area C 100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 100 Pair 3/4-1 3yr	14.6%
STF Pair Compliments Area C 100 Pair 3/4-1 5yr	14.5%
STF Pair Compliments Area C 100 Pair 3/4-1 7yr	14.5%

TBD - To Be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

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RESALE RATES
December 3, 1999

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AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Compliments Area C 100 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 1-1 1/4 3yr	14.8%
STF Pair Compliments Area C 100 Pair 1-1 1/4 5yr	14.7%
STF Pair Compliments Area C 100 Pair 1-1 1/4 7yr	14.7%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 3yr	14.8%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 5yr	14.8%
STF Pair Compliments Area C 100 Pair 1 1/4-1 1/2 7yr	14.8%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 3yr	15.1%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 5yr	15.1%
STF Pair Compliments Area C 100 Pair 1 1/2-1 3/4 7yr	15.0%
STF Pair Compliments Area C 200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 0-1/4 3yr	14.9%
STF Pair Compliments Area C 200 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 200 Pair 0-1/4 7yr	14.6%
STF Pair Compliments Area C 200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 200 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area C 200 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 200 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 200 Pair 1/2-3/4 5yr	14.2%
STF Pair Compliments Area C 200 Pair 1/2-3/4 7yr	14.2%
STF Pair Compliments Area C 200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 200 Pair 3/4-1 3yr	14.2%
STF Pair Compliments Area C 200 Pair 3/4-1 5yr	14.2%
STF Pair Compliments Area C 200 Pair 3/4-1 7yr	14.2%
STF Pair Compliments Area C 200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 1-1 1/4 3yr	14.4%
STF Pair Compliments Area C 200 Pair 1-1 1/4 5yr	14.3%
STF Pair Compliments Area C 200 Pair 1-1 1/4 7yr	14.3%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 3yr	14.4%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 5yr	14.4%
STF Pair Compliments Area C 200 Pair 1 1/4-1 1/2 7yr	14.4%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 3yr	14.6%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 5yr	14.6%
STF Pair Compliments Area C 200 Pair 1 1/2-1 3/4 7yr	14.6%
STF Pair Compliments Area C 200 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 200 Pair 1 3/4-2 3yr	14.7%
STF Pair Compliments Area C 200 Pair 1 3/4-2 5yr	14.7%
STF Pair Compliments Area C 200 Pair 1 3/4-2 7yr	14.7%
STF Pair Compliments Area C 200 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 2-2 1/4 3yr	14.7%
STF Pair Compliments Area C 200 Pair 2-2 1/4 5yr	14.7%
STF Pair Compliments Area C 200 Pair 2-2 1/4 7yr	14.7%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 3yr	14.8%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 5yr	14.8%
STF Pair Compliments Area C 200 Pair 2 1/4-2 1/2 7yr	14.8%

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STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 3yr	15.0%
STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 5yr	15.0%
STF Pair Compliments Area C 200 Pair 2 1/2-2 3/4 7yr	15.0%
STF Pair Compliments Area C 200 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 200 Pair 2 3/4-3 3yr	15.1%
STF Pair Compliments Area C 200 Pair 2 3/4-3 5yr	15.1%
STF Pair Compliments Area C 200 Pair 2 3/4-3 7yr	15.1%
STF Pair Compliments Area C 200 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 200 Pair 3-3 1/4 3yr	15.2%
STF Pair Compliments Area C 200 Pair 3-3 1/4 5yr	15.2%
STF Pair Compliments Area C 200 Pair 3-3 1/4 7yr	15.2%
STF Pair Compliments Area C 300 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area C 300 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 300 Pair 0-1/4 7yr	14.5%
STF Pair Compliments Area C 300 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area C 300 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 300 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 300 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 300 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 300 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area C 300 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 300 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 300 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 300 Pair 3/4-1 7yr	14.0%
STF Pair Compliments Area C 300 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 1-1 1/4 3yr	14.2%
STF Pair Compliments Area C 300 Pair 1-1 1/4 5yr	14.1%
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STF Pair Compliments Area C 300 Pair 1 1/2-1 3/4 INC	84.1%
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STF Pair Compliments Area C 300 Pair 1 3/4-2 3yr	14.5%
STF Pair Compliments Area C 300 Pair 1 3/4-2 5yr	14.5%
STF Pair Compliments Area C 300 Pair 1 3/4-2 7yr	14.5%
STF Pair Compliments Area C 300 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 2-2 1/4 3yr	14.5%
STF Pair Compliments Area C 300 Pair 2-2 1/4 5yr	14.5%
STF Pair Compliments Area C 300 Pair 2-2 1/4 7yr	14.5%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 3yr	14.6%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 5yr	14.6%
STF Pair Compliments Area C 300 Pair 2 1/4-2 1/2 7yr	14.6%

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STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 3yr	14.7%
STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 5yr	14.7%
STF Pair Compliments Area C 300 Pair 2 1/2-2 3/4 7yr	14.7%
STF Pair Compliments Area C 300 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 300 Pair 2 3/4-3 3yr	14.9%
STF Pair Compliments Area C 300 Pair 2 3/4-3 5yr	14.8%
STF Pair Compliments Area C 300 Pair 2 3/4-3 7yr	14.8%
STF Pair Compliments Area C 300 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 3-3 1/4 3yr	15.0%
STF Pair Compliments Area C 300 Pair 3-3 1/4 5yr	14.9%
STF Pair Compliments Area C 300 Pair 3-3 1/4 7yr	14.9%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 3yr	15.1%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 5yr	15.1%
STF Pair Compliments Area C 300 Pair 3 1/4-3 1/2 7yr	15.0%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 3yr	15.2%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 5yr	15.2%
STF Pair Compliments Area C 300 Pair 3 1/2-3 3/4 7yr	15.1%
STF Pair Compliments Area C 300 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 300 Pair 3 3/4-4 3yr	15.3%
STF Pair Compliments Area C 300 Pair 3 3/4-4 5yr	15.3%
STF Pair Compliments Area C 300 Pair 3 3/4-4 7yr	15.3%
STF Pair Compliments Area C 300 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 300 Pair 4-4 1/4 3yr	15.3%
STF Pair Compliments Area C 300 Pair 4-4 1/4 5yr	15.3%
STF Pair Compliments Area C 300 Pair 4-4 1/4 7yr	15.3%
STF Pair Compliments Area C 400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area C 400 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 400 Pair 0-1/4 7yr	14.5%
STF Pair Compliments Area C 400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 1/4-1/2 3yr	14.5%
STF Pair Compliments Area C 400 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 400 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 400 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 400 Pair 1/2-3/4 7yr	14.1%
STF Pair Compliments Area C 400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 400 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 400 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 400 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 1-1 1/4 3yr	14.1%
STF Pair Compliments Area C 400 Pair 1-1 1/4 5yr	14.1%
STF Pair Compliments Area C 400 Pair 1-1 1/4 7yr	14.0%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 3yr	14.2%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 5yr	14.2%
STF Pair Compliments Area C 400 Pair 1 1/4-1 1/2 7yr	14.2%

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STF Pair Compliments Area C 400 Pair 1 1/2-1 3/4 7yr	14.3%
STF Pair Compliments Area C 400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 400 Pair 1 3/4-2 3yr	14.4%
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STF Pair Compliments Area C 400 Pair 1 3/4-2 7yr	14.4%
STF Pair Compliments Area C 400 Pair 2-2 1/4 INC	84.1%
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STF Pair Compliments Area C 400 Pair 2-2 1/4 7yr	14.4%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 3yr	14.5%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 5yr	14.5%
STF Pair Compliments Area C 400 Pair 2 1/4-2 1/2 7yr	14.5%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 3yr	14.6%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 5yr	14.6%
STF Pair Compliments Area C 400 Pair 2 1/2-2 3/4 7yr	14.6%
STF Pair Compliments Area C 400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 400 Pair 2 3/4-3 3yr	14.7%
STF Pair Compliments Area C 400 Pair 2 3/4-3 5yr	14.7%
STF Pair Compliments Area C 400 Pair 2 3/4-3 7yr	14.7%
STF Pair Compliments Area C 400 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 3-3 1/4 3yr	14.8%
STF Pair Compliments Area C 400 Pair 3-3 1/4 5yr	14.8%
STF Pair Compliments Area C 400 Pair 3-3 1/4 7yr	14.8%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 3yr	14.9%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 5yr	14.9%
STF Pair Compliments Area C 400 Pair 3 1/4-3 1/2 7yr	14.9%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 3yr	15.0%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 5yr	15.0%
STF Pair Compliments Area C 400 Pair 3 1/2-3 3/4 7yr	15.0%
STF Pair Compliments Area C 400 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 400 Pair 3 3/4-4 3yr	15.1%
STF Pair Compliments Area C 400 Pair 3 3/4-4 5yr	15.1%
STF Pair Compliments Area C 400 Pair 3 3/4-4 7yr	15.1%
STF Pair Compliments Area C 400 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 400 Pair 4-4 1/4 3yr	15.2%
STF Pair Compliments Area C 400 Pair 4-4 1/4 5yr	15.2%
STF Pair Compliments Area C 400 Pair 4-4 1/4 7yr	15.1%
STF Pair Compliments Area C 600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 0-1/4 3yr	14.8%
STF Pair Compliments Area C 600 Pair 0-1/4 5yr	14.6%
STF Pair Compliments Area C 600 Pair 0-1/4 7yr	14.5%
STF Pair Compliments Area C 600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 600 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 600 Pair 1/4-1/2 5yr	14.3%
STF Pair Compliments Area C 600 Pair 1/4-1/2 7yr	14.2%

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STF Pair Compliments Area C 600 Pair 1/2-3/4 INC	84.1%
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STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 3yr	14.8%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 5yr	14.8%
STF Pair Compliments Area C 600 Pair 3 1/4-3 1/2 7yr	14.7%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 3yr	14.9%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 5yr	14.8%
STF Pair Compliments Area C 600 Pair 3 1/2-3 3/4 7yr	14.8%

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AMERITECH
TELEPHONE COMPANY/AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

STF Pair Compliments Area C 600 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 600 Pair 3 3/4-4 3yr	15.0%
STF Pair Compliments Area C 600 Pair 3 3/4-4 5yr	14.9%
STF Pair Compliments Area C 600 Pair 3 3/4-4 7yr	14.9%
STF Pair Compliments Area C 600 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 600 Pair 4-4 1/4 3yr	15.0%
STF Pair Compliments Area C 600 Pair 4-4 1/4 5yr	15.0%
STF Pair Compliments Area C 600 Pair 4-4 1/4 7yr	15.0%
STF Pair Compliments Area C 900 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 900 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 900 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 900 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 900 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 900 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 900 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 900 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 900 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 900 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 900 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 900 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 900 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 900 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 900 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 900 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 5yr	14.1%
STF Pair Compliments Area C 900 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 3yr	14.2%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 900 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 900 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 900 Pair 1 3/4-2 3yr	14.2%
STF Pair Compliments Area C 900 Pair 1 3/4-2 5yr	14.2%
STF Pair Compliments Area C 900 Pair 1 3/4-2 7yr	14.2%
STF Pair Compliments Area C 900 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area C 900 Pair 2-2 1/4 5yr	14.2%
STF Pair Compliments Area C 900 Pair 2-2 1/4 7yr	14.2%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 3yr	14.3%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 900 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 3yr	14.4%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 5yr	14.4%
STF Pair Compliments Area C 900 Pair 2 1/2-2 3/4 7yr	14.3%

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RESALE RATES
December 3, 1999

STF Pair Compliments Area C 900 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 900 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 900 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area C 900 Pair 2 3/4-3 7yr	14.4%
STF Pair Compliments Area C 900 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 3-3 1/4 3yr	14.5%
STF Pair Compliments Area C 900 Pair 3-3 1/4 5yr	14.5%
STF Pair Compliments Area C 900 Pair 3-3 1/4 7yr	14.5%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 3yr	14.6%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 5yr	14.6%
STF Pair Compliments Area C 900 Pair 3 1/4-3 1/2 7yr	14.6%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 3yr	14.7%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 5yr	14.7%
STF Pair Compliments Area C 900 Pair 3 1/2-3 3/4 7yr	14.6%
STF Pair Compliments Area C 900 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 900 Pair 3 3/4-4 3yr	14.8%
STF Pair Compliments Area C 900 Pair 3 3/4-4 5yr	14.7%
STF Pair Compliments Area C 900 Pair 3 3/4-4 7yr	14.7%
STF Pair Compliments Area C 900 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 900 Pair 4-4 1/4 3yr	14.8%
STF Pair Compliments Area C 900 Pair 4-4 1/4 5yr	14.8%
STF Pair Compliments Area C 900 Pair 4-4 1/4 7yr	14.8%
STF Pair Compliments Area C 1200 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 1200 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 1200 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 1200 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 1200 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 1200 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 1200 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 1200 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 1200 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 1200 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 1/2-1 3/4 7yr	14.1%

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RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Compliments Area C 1200 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 1200 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 3yr	14.2%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 1200 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 1200 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area C 1200 Pair 2 1/2-2 3/4 7yr	14.3%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 5yr	14.4%
STF Pair Compliments Area C 1200 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 1200 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 5yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 1/4-3 1/2 7yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 5yr	14.6%
STF Pair Compliments Area C 1200 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 3yr	14.7%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area C 1200 Pair 3 3/4-4 7yr	14.6%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 5yr	14.7%
STF Pair Compliments Area C 1200 Pair 4-4 1/4 7yr	14.7%
STF Pair Compliments Area C 1500 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 1500 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 1500 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 1500 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 1500 Pair 1/2-3/4 7yr	14.0%

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STF Pair Compliments Area C 1500 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 1500 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 1500 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 1500 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 1500 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 1500 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 1500 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 1/4-2 1/2 7yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 5yr	14.3%
STF Pair Compliments Area C 1500 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 1500 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 1500 Pair 3-3 1/4 7yr	14.4%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 1500 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 3yr	14.6%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 1500 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area C 1500 Pair 3 3/4-4 7yr	14.5%

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STF Pair Compliments Area C 1500 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 1500 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 1500 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 1500 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 1800 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 1800 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 1800 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 1800 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 1800 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 1800 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 1800 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 1800 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 1800 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 1800 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 1800 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 1800 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 1800 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 1800 Pair 2 3/4-3 7yr	14.3%

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STF Pair Compliments Area C 1800 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 1800 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 1800 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 1800 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 1800 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 1800 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 2100 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 2100 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 2100 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 2100 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 2100 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 2100 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 2100 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 2100 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 2100 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 2100 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area C 2100 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 2100 Pair 1 3/4-2 7yr	14.1%

TBD - To Be Determined
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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Compliments Area C 2100 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 2100 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 2100 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 2100 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 2100 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 2100 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 2100 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 2100 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 5yr	14.6%
STF Pair Compliments Area C 2100 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 2100 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 2400 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 2400 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 2400 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 2400 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 2400 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 2400 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 2400 Pair 3/4-1 7yr	13.9%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Compliments Area C 2400 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 2400 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 2400 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 5yr	13.9%
STF Pair Compliments Area C 2400 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 2400 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 2400 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 2400 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 2400 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 2400 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 2400 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 2400 Pair 4-4 1/4 7yr	14.6%

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AMERITECH
TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

STF Pair Compliments Area C 2700 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 2700 Pair 0-1/4 5yr	14.4%
STF Pair Compliments Area C 2700 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 3yr	14.3%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 2700 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 2700 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 2700 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3/4-1 3yr	14.0%
STF Pair Compliments Area C 2700 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 2700 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 2700 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 5yr	14.0%
STF Pair Compliments Area C 2700 Pair 1 1/4-1 1/2 7yr	14.0%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 1/2-1 3/4 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 2700 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 2700 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 5yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 2700 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 5yr	14.4%
STF Pair Compliments Area C 2700 Pair 3-3 1/4 7yr	14.3%

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AMERITECH
TELEPHONE COMPANY/AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 2700 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 1/2-3 3/4 7yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 2700 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 2700 Pair 4-4 1/4 7yr	14.6%
STF Pair Compliments Area C 3000 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 3000 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 3000 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 3000 Pair 1/4-1/2 7yr	14.1%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 5yr	14.0%
STF Pair Compliments Area C 3000 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 3000 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 3/4-1 5yr	13.9%
STF Pair Compliments Area C 3000 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 3yr	14.0%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 5yr	13.9%
STF Pair Compliments Area C 3000 Pair 1-1 1/4 7yr	13.9%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 5yr	13.9%
STF Pair Compliments Area C 3000 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 2-2 1/4 7yr	14.1%

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ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 3000 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 3000 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 3yr	14.4%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 3000 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 3000 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 3yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 3000 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 5yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 3000 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 3yr	14.7%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 5yr	14.6%
STF Pair Compliments Area C 3000 Pair 4-4 1/4 7yr	14.5%
STF Pair Compliments Area C 3600 Pair 0-1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 0-1/4 3yr	14.7%
STF Pair Compliments Area C 3600 Pair 0-1/4 5yr	14.5%
STF Pair Compliments Area C 3600 Pair 0-1/4 7yr	14.4%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 3yr	14.4%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 5yr	14.2%
STF Pair Compliments Area C 3600 Pair 1/4-1/2 7yr	14.2%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 3yr	14.2%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 1/2-3/4 7yr	14.0%
STF Pair Compliments Area C 3600 Pair 3/4-1 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3/4-1 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 3/4-1 5yr	14.0%
STF Pair Compliments Area C 3600 Pair 3/4-1 7yr	13.9%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 5yr	14.0%
STF Pair Compliments Area C 3600 Pair 1-1 1/4 7yr	13.9%

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 December 3, 1999

APPENDIX PRICING
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STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 3yr	14.0%
STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 5yr	13.9%
STF Pair Compliments Area C 3600 Pair 1 1/4-1 1/2 7yr	13.9%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 5yr	14.0%
STF Pair Compliments Area C 3600 Pair 1 1/2-1 3/4 7yr	14.0%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 1 3/4-2 7yr	14.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 3yr	14.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 2-2 1/4 7yr	14.1%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 3yr	14.2%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 5yr	14.1%
STF Pair Compliments Area C 3600 Pair 2 1/4-2 1/2 7yr	14.1%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 3yr	14.3%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 5yr	14.2%
STF Pair Compliments Area C 3600 Pair 2 1/2-2 3/4 7yr	14.2%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 INC	84.1%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 3yr	14.3%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 5yr	14.3%
STF Pair Compliments Area C 3600 Pair 2 3/4-3 7yr	14.3%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 3yr	14.4%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 5yr	14.3%
STF Pair Compliments Area C 3600 Pair 3-3 1/4 7yr	14.3%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 3yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 5yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/4-3 1/2 7yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 3yr	14.5%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 5yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 1/2-3 3/4 7yr	14.4%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 3yr	14.6%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 5yr	14.5%
STF Pair Compliments Area C 3600 Pair 3 3/4-4 7yr	14.5%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 INC	84.1%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 3yr	14.6%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 5yr	14.5%
STF Pair Compliments Area C 3600 Pair 4-4 1/4 7yr	14.5%
STF Contract Change/Compliment Conv, per occ	59.7%
Ground Start Centrex Trunk per STF, Area B	6.0%
Ground Start Centrex Trunk per STF, Area C	14.8%

TBD - To Be Determined
 NRO - Nonrecurring only
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 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING

IL **NON-RECURRING LINE CHARGES**

Item	Discount

Services are located in the non-competitive section.

IL **USAGE LOCAL**

Item	Discount

RES

Total Accumulated Usage Discount for Residence Band C	
Band C, Peak, Init Min	9.3%
Band C, Shoulder, Init Min	20.5%
Band C, Off Peak, Init Min	25.3%
Band C, Peak, Addl Min	10.5%
Band C, Shoulder, Addl Min	25.5%
Band C, Off Peak, Addl Min	45.5%
Residence Local Call Plan Economy Plan 100	13.9%
Residence Economy Plan 100 Addl per call	10.0%
Residence Local Call Plan Standard Plan 250	13.2%
Residence Standard Plan 250 Addl per call	11.1%
Residence Local Call Plan Advantage Plan 400	13.1%
Residence Advantage Plan 400 Addl per call	12.5%
Residence Call Pack 800	22.2%
Residence Call Pack 800 Addl per call	25.0%
Res 5 & 5 Call Plan Band A, Untimed Msg	11.4%
Res 5 & 5 Call Plan Band B, Init Min	12.8%
Res 5 & 5 Call Plan Band B, Addl Min	19.0%
Res 5 & 5 Call Plan Band C, Init Min	11.6%
Res 5 & 5 Call Plan Band C, Addl Min	16.0%
MSA 1,2,3,6,7,9 & 15 Anytime Rate Calling Plan - Mo	83.2%
MSA 1,2,3,6,7,9 & 15 Anytime Rate Calling Plan - Per Minute	21.8%

BUS

MSA 1 Band C, (1-11 Lines) Peak, Init Min	13.4%
MSA 1 Band C, (12+ Lines) Peak, Addl Min	15.6%
MSA1 Band A, (12+ Lines) Peak, Init Min	12.1%
MSA 2,3,6,7,9 & 15 Band A, (12+ Lines) Peak, Init Min	12.1%
MSA 2,3,6,7,9 & 15 Band A, (12+ Lines) Peak, Sub Min	10.6%
MSA 2,3,6,7,9 & 15 Band B, (12+ Lines) Peak, Init Min	12.1%
MSA 2,3,6,7,9 & 15 Band B, (12+ Lines) Peak, Sub Min	11.2%
Band A, (12+ Lines) Peak, Addl Min	10.6%
Band B, (12+ Lines) Peak, Init Min	10.3%
Band C, (12+ Lines) Peak, Init Min	11.9%
Band B, (12+ Lines) Peak, Addl Min	9.3%
Band C, (12+ Lines) Peak, Addl Min	14.0%
StraightRate, per min Mo-Mo	15.5%
StraightRate MAUC 4,000 min, per min 12Mo	14.1%
StraightRate MAUC 4,000 min, per min 24Mo	14.1%
StraightRate MAUC 4,000 min, per min 36Mo	13.5%
StraightRate MAUC 50,000 min, per min 12Mo	13.9%
StraightRate MAUC 50,000 min, per min 24Mo	13.3%
StraightRate MAUC 50,000 min, per min 36Mo	13.0%
StraightRate MAUC 100,000 min, per min 12Mo	13.7%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

StraightRate MAUC 100,000 min, per min 24Mo	13.4%
StraightRate MAUC 100,000 min, per min 36Mo	13.1%
StraightRate MAUC 300,000 min, per min 12Mo	13.5%
StraightRate MAUC 300,000 min, per min 24Mo	13.2%
StraightRate MAUC 300,000 min, per min 36Mo	12.9%
StraightRate MAUC 700,000 min, per min 12Mo	13.4%
StraightRate MAUC 700,000 min, per min 24Mo	13.1%
StraightRate MAUC 700,000 min, per min 36Mo	12.7%
StraightRate MAUC 1,300,000 min, per min 12Mo	13.2%
StraightRate MAUC 1,300,000 min, per min 24Mo	12.9%
StraightRate MAUC 1,300,000 min, per min 36Mo	12.4%
StraightRate, True-Up rate per min Mo-Mo	36.5%
StraightRate, True-Up rate MAUC 4,000 per min 12Mo	21.0%
StraightRate, True-Up rate MAUC 4,000 per min 24Mo	20.4%
StraightRate, True-Up rate MAUC 4,000 per min 36Mo	20.4%
StraightRate, True-Up rate MAUC 50,000 per min 12Mo	20.4%
StraightRate, True-Up rate MAUC 50,000 per min 24Mo	20.4%
StraightRate, True-Up rate MAUC 50,000 per min 36Mo	20.0%
StraightRate, True-Up rate MAUC 100,000 per min 12Mo	20.4%
StraightRate, True-Up rate MAUC 100,000 per min 24Mo	20.0%
StraightRate, True-Up rate MAUC 100,000 per min 36Mo	19.7%
StraightRate, True-Up rate MAUC 300,000 per min 12Mo	20.4%
StraightRate, True-Up rate MAUC 300,000 per min 24Mo	20.0%
StraightRate, True-Up rate MAUC 300,000 per min 36Mo	19.7%
StraightRate, True-Up rate MAUC 700,000 per min 12Mo	20.0%
StraightRate, True-Up rate MAUC 700,000 per min 24Mo	19.7%
StraightRate, True-Up rate MAUC 700,000 per min 36Mo	19.4%
StraightRate, True-Up rate MAUC 1,300,000 per min 12Mo	20.0%
StraightRate, True-Up rate MAUC 1,300,000 per min 24Mo	19.7%
StraightRate, True-Up rate MAUC 1,300,000 per min 36Mo	19.4%
Business Local CallPak 50	23.2%
Business Local CallPak 50 Addl per call exceeding	18.8%
Business Local CallPak 100	17.9%
Business Local CallPak 100 Addl per call exceeding	20.0%
Business Local CallPak 150	17.5%
Business Local CallPak 150 Addl per call exceeding	20.0%
FlexLine Usage Incoming Calls, Min	74.2%
FlexLine Usage Band A&B, Outgoing Calls, Min	17.4%
FlexLine Usage Band C Out, Peak, Init Min	15.4%
FlexLine Usage Band C Out, Peak, Addl Min	18.7%
FlexLine Usage Incoming Calls, Min	74.2%
FlexLine Usage Band A&B, Outgoing Calls, Min	17.4%
FlexLine Usage Band C Out, Peak, Init Min	15.4%
FlexLine Usage Band C Out, Peak, Addl Min	18.7%
ValueLink-IL Opt F 24,000 MAUC, 12 mo	14.6%
ValueLink-IL Opt F 60,000 MAUC, 12 mo	14.5%
ValueLink-IL Opt F 120,000 MAUC, 12 mo	14.4%
ValueLink-IL Opt F 240,000 MAUC, 12 mo	14.2%
ValueLink-IL Opt F 360,000 MAUC, 12 mo	14.0%
ValueLink-IL Opt F 480,000 MAUC, 12 mo	13.9%
ValueLink-IL Opt F 600,000 MAUC, 12 mo	13.8%
ValueLink-IL Opt F 1,200,000 MAUC, 12 mo	13.7%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

ValueLink-IL Opt F 24,000 MAUC, 24 mo	14.4%
ValueLink-IL Opt F 60,000 MAUC, 24 mo	14.2%
ValueLink-IL Opt F 120,000 MAUC, 24 mo	14.0%
ValueLink-IL Opt F 240,000 MAUC, 24 mo	13.9%
ValueLink-IL Opt F 360,000 MAUC, 24 mo	13.8%
ValueLink-IL Opt F 480,000 MAUC, 24 mo	13.7%
ValueLink-IL Opt F 600,000 MAUC, 24 mo	13.5%
ValueLink-IL Opt F 1,200,000 MAUC, 24 mo	13.4%
ValueLink-IL Opt F 24,000 MAUC, 36 mo	14.0%
ValueLink-IL Opt F 60,000 MAUC, 36 mo	13.9%
ValueLink-IL Opt F 120,000 MAUC, 36 mo	13.8%
ValueLink-IL Opt F 240,000 MAUC, 36 mo	13.7%
ValueLink-IL Opt F 360,000 MAUC, 36 mo	13.5%
ValueLink-IL Opt F 480,000 MAUC, 36 mo	13.4%
ValueLink-IL Opt F 600,000 MAUC, 36 mo	13.3%
ValueLink-IL Opt F 1,200,000 MAUC, 36 mo	13.1%
ValueLink-IL Opt F 24,000 MAUC, 12 mo	11.3%
ValueLink-IL Opt F 60,000 MAUC, 12 mo	11.1%
ValueLink-IL Opt F 120,000 MAUC, 12 mo	11.1%
ValueLink-IL Opt F 240,000 MAUC, 12 mo	10.9%
ValueLink-IL Opt F 360,000 MAUC, 12 mo	11.0%
ValueLink-IL Opt F 480,000 MAUC, 12 mo	10.8%
ValueLink-IL Opt F 600,000 MAUC, 12 mo	10.8%
ValueLink-IL Opt F 1,200,000 MAUC, 12 mo	10.6%
ValueLink-IL Opt F 24,000 MAUC, 24 mo	11.1%
ValueLink-IL Opt F 60,000 MAUC, 24 mo	10.9%
ValueLink-IL Opt F 120,000 MAUC, 24 mo	11.0%
ValueLink-IL Opt F 240,000 MAUC, 24 mo	10.8%
ValueLink-IL Opt F 360,000 MAUC, 24 mo	10.8%
ValueLink-IL Opt F 480,000 MAUC, 24 mo	10.6%
ValueLink-IL Opt F 600,000 MAUC, 24 mo	10.6%
ValueLink-IL Opt F 1,200,000 MAUC, 24 mo	10.4%
ValueLink-IL Opt F 24,000 MAUC, 36 mo	11.0%
ValueLink-IL Opt F 60,000 MAUC, 36 mo	10.8%
ValueLink-IL Opt F 120,000 MAUC, 36 mo	10.8%
ValueLink-IL Opt F 240,000 MAUC, 36 mo	10.6%
ValueLink-IL Opt F 360,000 MAUC, 36 mo	10.6%
ValueLink-IL Opt F 480,000 MAUC, 36 mo	10.4%
ValueLink-IL Opt F 600,000 MAUC, 36 mo	10.4%
ValueLink-IL Opt F 1,200,000 MAUC, 36 mo	10.2%
ValueLink-IL Opt F Preferred 12,000 MAUC, 12 mo	11.1%
ValueLink-IL Opt F Preferred 12,000 MAUC, 24 mo	11.0%
ValueLink-IL Opt F Preferred 12,000 MAUC, 36 mo	10.8%
ValueLink Extra - Select MARC \$589 to \$2,524 Ann Vol Disc	15.7%
ValueLink Extra - Select MARC \$2,525 to \$5,050 Ann Vol Disc	15.8%
ValueLink Extra - Select MARC \$5,051 to \$10,101 Ann Vol Disc	15.8%
ValueLink Extra - Select MARC \$10,102+ Ann Vol Disc	15.8%
ValueLink Extra - Select MARC \$589 to \$2,524 - Band C per m	20.4%
ValueLink Extra - Select MARC \$2,525 to \$5,050 - Band C per	20.3%
ValueLink Extra - Select MARC \$5,051 to \$10,101 - Band C pe	20.1%
ValueLink Extra - Select MARC \$10,102+ - Band C per minute	20.0%
ValueLink Extra - Select MARC \$589 to \$2,524 IntraLATA Toll	21.1%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

ValueLink Extra - Select MARC \$589 to \$2,524 IntraLATA Toll	21.1%
ValueLink Extra - Select MARC \$589 to \$2,524 IntraLATA Toll	21.1%
ValueLink Extra - Select MARC \$2,525 to \$5,050 IntraLATA T	21.0%
ValueLink Extra - Select MARC \$2,525 to \$5,050 IntraLATA T	21.0%
ValueLink Extra - Select MARC \$2,525 to \$5,050 IntraLATA T	21.0%
ValueLink Extra - Select MARC \$5,051 to \$10,101 IntraLATA	20.8%
ValueLink Extra - Select MARC \$5,051 to \$10,101 IntraLATA	20.8%
ValueLink Extra - Select MARC \$5,051 to \$10,101 IntraLATA	20.8%
ValueLink Extra - Select MARC \$10,102+ IntraLATA Toll 1 Ye	20.5%
ValueLink Extra - Select MARC \$10,102+ IntraLATA Toll 2 Ye	20.5%
ValueLink Extra - Select MARC \$10,102+ IntraLATA Toll 3 Ye	20.5%
Ameritech CompleteLink	
MARC Option 1 \$576 - \$987 -- Max Ann MARC Discount	17.7%
MARC Option 1 \$988 - \$2,468 -- Max Ann MARC Discoun	17.7%
MARC Option 1 \$2,469 - \$5,761 -- Max Ann MARC Discou	17.7%
MARC Option 1 \$5,762 - \$9,877 -- Max Ann MARC Discou	17.7%
MARC Option 1 \$9,878 - \$14,815 -- Max Ann MARC Disc	17.7%
MARC Option 1 \$14,816 - \$19,131 -- Max Ann MARC Dis	17.7%
MARC Option 2 \$19,132 - \$26,784 -- Max Ann MARC Dis	23.5%
MARC Option 2 \$26,785 - \$38,263 -- Max Ann MARC Dis	23.5%
MARC Option 2 \$38,264 - \$57,395 -- Max Ann MARC Dis	23.5%
MARC Option 2 \$57,396 - \$76,528 -- Max Ann MARC Dis	23.5%
MARC Option 2 \$76,529 - \$95,660 -- Max Ann MARC Dis	23.5%
MARC Option 2 \$95,661 - \$114,792 -- Max Ann MARC Dis	23.5%
MARC Option 2 \$114,793 - \$153,056 -- Max Ann MARC D	23.5%
MARC Option 2 \$153,057+ -- Max Ann MARC Discount	23.5%
Band C Base Rates MATUBCC \$53 - \$90 -- Base Mo	18.9%
Band C Base Rates MATUBCC \$91 - \$228 -- Base Mo	18.9%
Band C Base Rates MATUBCC \$229 - \$533 -- Base Mo	18.9%
Band C Base Rates MATUBCC \$534 - \$914 -- Base Mo	18.8%
Band C Base Rates MATUBCC \$915 - \$1,371 -- Base Mo	18.6%
Band C Base Rates MATUBCC \$1,372 - \$1,905 -- Base M	18.6%
Band C Base Rates MATUBCC \$1,906 - \$2,668 -- Base M	18.6%
Band C Base Rates MATUBCC \$2,669 - \$3,811 -- Base M	18.5%
Band C Base Rates MATUBCC \$3,812 - \$5,717 -- Base M	18.3%
Band C Base Rates MATUBCC \$5,718 - \$7,624 -- Base M	18.3%
Band C Base Rates MATUBCC \$7,625 - \$9,530 -- Base M	18.2%
Band C Base Rates MATUBCC \$9,531 - \$11,436 -- Base M	18.2%
Band C Base Rates MATUBCC \$11,437 - \$15,248 -- Base	18.1%
Band C Base Rates MATUBCC \$15,249 - \$22,873 -- Base	18.1%
Band C Base Rates MATUBCC \$22,874- \$38,122 -- Base	18.0%
Band C Base Rates MATUBCC \$38,123+ -- Base Mo	18.0%
Band C Base Rates MATUBCC \$53 - \$90 -- Base 1 Yr	18.0%
Band C Base Rates MATUBCC \$91 - \$228 -- Base 1 Yr	18.0%
Band C Base Rates MATUBCC \$229 - \$533 -- Base 1 Yr	18.0%
Band C Base Rates MATUBCC \$534 - \$914 -- Base 1 Yr	17.8%
Band C Base Rates MATUBCC \$915 - \$1,371 -- Base 1 Yr	17.8%
Band C Base Rates MATUBCC \$1,372 - \$1,905 -- Base 1	17.8%
Band C Base Rates MATUBCC \$1,906 - \$2,668 -- Base 1	17.6%
Band C Base Rates MATUBCC \$2,669 - \$3,811 -- Base 1	17.6%
Band C Base Rates MATUBCC \$3,812 - \$5,717 -- Base 1	17.4%
Band C Base Rates MATUBCC \$5,718 - \$7,624 -- Base 1	17.4%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Band C Base Rates MATUBCC \$7,625 - \$9,530 -- Base 1	17.2%
Band C Base Rates MATUBCC \$9,531 - \$11,436 -- Base 1	17.2%
Band C Base Rates MATUBCC \$11,437 - \$15,248 -- Base	17.2%
Band C Base Rates MATUBCC \$15,249 - \$22,873 -- Base	17.2%
Band C Base Rates MATUBCC \$22,874- \$38,122 -- Base	17.0%
Band C Base Rates MATUBCC \$38,123+ -- Base 1 Yr	17.0%
Band C Base Rates MATUBCC \$53 - \$90 -- Base 3 Yr	17.0%
Band C Base Rates MATUBCC \$91 - \$228 -- Base 3 Yr	17.0%
Band C Base Rates MATUBCC \$229 - \$533 -- Base 3 Yr	17.0%
Band C Base Rates MATUBCC \$534 - \$914 -- Base 3 Yr	16.9%
Band C Base Rates MATUBCC \$915 - \$1,371 -- Base 3 Yr	16.7%
Band C Base Rates MATUBCC \$1,372 - \$1,905 -- Base 3	16.7%
Band C Base Rates MATUBCC \$1,906 - \$2,668 -- Base 3	16.7%
Band C Base Rates MATUBCC \$2,669 - \$3,811 -- Base 3	16.6%
Band C Base Rates MATUBCC \$3,812 - \$5,717 -- Base 3	16.6%
Band C Base Rates MATUBCC \$5,718 - \$7,624 -- Base 3	16.3%
Band C Base Rates MATUBCC \$7,625 - \$9,530 -- Base 3	16.3%
Band C Base Rates MATUBCC \$9,531 - \$11,436 -- Base 1	16.3%
Band C Base Rates MATUBCC \$11,437 - \$15,248 -- Base	16.2%
Band C Base Rates MATUBCC \$15,249 - \$22,873 -- Base	16.2%
Band C Base Rates MATUBCC \$22,874- \$38,122 -- Base	16.2%
Band C Base Rates MATUBCC \$38,123+ -- Base 3 Yr	15.9%
Band C Base Rates MATUBCC \$53 - \$90 -- Base 5 Yr	16.2%
Band C Base Rates MATUBCC \$91 - \$228 -- Base 5 Yr	16.2%
Band C Base Rates MATUBCC \$229 - \$533 -- Base 5 Yr	15.9%
Band C Base Rates MATUBCC \$534 - \$914 -- Base 5 Yr	15.9%
Band C Base Rates MATUBCC \$915 - \$1,371 -- Base 5 Yr	15.8%
Band C Base Rates MATUBCC \$1,372 - \$1,905 -- Base 5	15.8%
Band C Base Rates MATUBCC \$1,906 - \$2,668 -- Base 5	15.2%
Band C Base Rates MATUBCC \$2,669 - \$3,811 -- Base 5	15.6%
Band C Base Rates MATUBCC \$3,812 - \$5,717 -- Base 5	15.6%
Band C Base Rates MATUBCC \$5,718 - \$7,624 -- Base 5	15.5%
Band C Base Rates MATUBCC \$7,625 - \$9,530 -- Base 5	15.4%
Band C Base Rates MATUBCC \$9,531 - \$11,436 -- Base 5	15.4%
Band C Base Rates MATUBCC \$11,437 - \$15,248 -- Base	15.3%
Band C Base Rates MATUBCC \$15,249 - \$22,873 -- Base	15.3%
Band C Base Rates MATUBCC \$22,874- \$38,122 -- Base	15.0%
Band C Base Rates MATUBCC \$38,123+ -- Base 5 Yr	14.9%
IntraLATA Toll/800-888 MATUBCC \$53 - \$90 -- Base Mo	18.5%
IntraLATA Toll/800-888 MATUBCC \$91 - \$228 -- Base Mo	18.5%
IntraLATA Toll/800-888 MATUBCC \$229 - \$533 -- Base Mo	18.4%
IntraLATA Toll/800-888 MATUBCC \$534 - \$914 -- Base Mo	18.2%
IntraLATA Toll/800-888 MATUBCC \$915 - \$1,371 -- Base M	18.0%
IntraLATA Toll/800-888 MATUBCC \$1,372 - \$1,905 -- Base	18.0%
IntraLATA Toll/800-888 MATUBCC \$1,906 - \$2,668 -- Base	17.9%
IntraLATA Toll/800-888 MATUBCC \$2,669 - \$3,811 -- Base	17.8%
IntraLATA Toll/800-888 MATUBCC \$3,812 - \$5,717 -- Base	17.6%
IntraLATA Toll/800-888 MATUBCC \$5,718 - \$7,624 -- Base	17.4%
IntraLATA Toll/800-888 MATUBCC \$7,625 - \$9,530 -- Base	17.2%
IntraLATA Toll/800-888 MATUBCC \$9,531 - \$11,436 -- Bas	17.2%
IntraLATA Toll/800-888 MATUBCC \$11,437 - \$15,248 -- B	17.0%
IntraLATA Toll/800-888 MATUBCC \$15,249 - \$22,873 -- B	17.0%

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AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

IntraLATA Toll/800-888 MATUBCC \$22,874- \$38,122 -- Ba	16.9%
IntraLATA Toll/800-888 MATUBCC \$38,123+ -- Base Mo	16.8%
IntraLATA Toll/800-888 MATUBCC \$53 - \$90 -- Base 1 Yr	18.2%
IntraLATA Toll/800-888 MATUBCC \$91 - \$228 -- Base 1 Yr	18.2%
IntraLATA Toll/800-888 MATUBCC \$229 - \$533 -- Base 1 Yr	17.9%
IntraLATA Toll/800-888 MATUBCC \$534 - \$914 -- Base 1 Yr	17.8%
IntraLATA Toll/800-888 MATUBCC \$915 - \$1,371 -- Base 1 Yr	17.6%
IntraLATA Toll/800-888 MATUBCC \$1,372 - \$1,905 -- Base 1 Yr	17.6%
IntraLATA Toll/800-888 MATUBCC \$1,906 - \$2,668 -- Base 1 Yr	17.5%
IntraLATA Toll/800-888 MATUBCC \$2,669 - \$3,811 -- Base 1 Yr	17.3%
IntraLATA Toll/800-888 MATUBCC \$3,812 - \$5,717 -- Base 1 Yr	17.2%
IntraLATA Toll/800-888 MATUBCC \$5,718 - \$7,624 -- Base 1 Yr	17.0%
IntraLATA Toll/800-888 MATUBCC \$7,625 - \$9,530 -- Base 1 Yr	16.8%
IntraLATA Toll/800-888 MATUBCC \$9,531 - \$11,436 -- Base 1 Yr	16.8%
IntraLATA Toll/800-888 MATUBCC \$11,437 - \$15,248 -- Base 1 Yr	16.6%
IntraLATA Toll/800-888 MATUBCC \$15,249 - \$22,873 -- Base 1 Yr	16.6%
IntraLATA Toll/800-888 MATUBCC \$22,874- \$38,122 -- Ba	16.4%
IntraLATA Toll/800-888 MATUBCC \$38,123+ -- Base 1 Yr	16.3%
IntraLATA Toll/800-888 MATUBCC \$53 - \$90 -- Base 3 Yr	17.8%
IntraLATA Toll/800-888 MATUBCC \$91 - \$228 -- Base 3 Yr	17.8%
IntraLATA Toll/800-888 MATUBCC \$229 - \$533 -- Base 3 Yr	17.6%
IntraLATA Toll/800-888 MATUBCC \$534 - \$914 -- Base 3 Yr	17.4%
IntraLATA Toll/800-888 MATUBCC \$915 - \$1,371 -- Base 3 Yr	17.2%
IntraLATA Toll/800-888 MATUBCC \$1,372 - \$1,905 -- Base 3 Yr	17.2%
IntraLATA Toll/800-888 MATUBCC \$1,906 - \$2,668 -- Base 3 Yr	17.0%
IntraLATA Toll/800-888 MATUBCC \$2,669 - \$3,811 -- Base 3 Yr	16.9%
IntraLATA Toll/800-888 MATUBCC \$3,812 - \$5,717 -- Base 3 Yr	16.8%
IntraLATA Toll/800-888 MATUBCC \$5,718 - \$7,624 -- Base 3 Yr	16.5%
IntraLATA Toll/800-888 MATUBCC \$7,625 - \$9,530 -- Base 3 Yr	16.4%
IntraLATA Toll/800-888 MATUBCC \$9,531 - \$11,436 -- Base 3 Yr	16.4%
IntraLATA Toll/800-888 MATUBCC \$11,437 - \$15,248 -- Base 3 Yr	16.2%
IntraLATA Toll/800-888 MATUBCC \$15,249 - \$22,873 -- Base 3 Yr	16.2%
IntraLATA Toll/800-888 MATUBCC \$22,874- \$38,122 -- Ba	16.0%
IntraLATA Toll/800-888 MATUBCC \$38,123+ -- Base 3 Yr	15.9%
IntraLATA Toll/800-888 MATUBCC \$53 - \$90 -- Base 5 Yr	17.3%
IntraLATA Toll/800-888 MATUBCC \$91 - \$228 -- Base 5 Yr	17.3%
IntraLATA Toll/800-888 MATUBCC \$229 - \$533 -- Base 5 Yr	17.2%
IntraLATA Toll/800-888 MATUBCC \$534 - \$914 -- Base 5 Yr	17.0%
IntraLATA Toll/800-888 MATUBCC \$915 - \$1,371 -- Base 5 Yr	16.8%
IntraLATA Toll/800-888 MATUBCC \$1,372 - \$1,905 -- Base 5 Yr	16.8%
IntraLATA Toll/800-888 MATUBCC \$1,906 - \$2,668 -- Base 5 Yr	16.6%
IntraLATA Toll/800-888 MATUBCC \$2,669 - \$3,811 -- Base 5 Yr	16.4%
IntraLATA Toll/800-888 MATUBCC \$3,812 - \$5,717 -- Base 5 Yr	16.3%
IntraLATA Toll/800-888 MATUBCC \$5,718 - \$7,624 -- Base 5 Yr	16.1%
IntraLATA Toll/800-888 MATUBCC \$7,625 - \$9,530 -- Base 5 Yr	15.9%
IntraLATA Toll/800-888 MATUBCC \$9,531 - \$11,436 -- Base 5 Yr	15.9%
IntraLATA Toll/800-888 MATUBCC \$11,437 - \$15,248 -- Base 5 Yr	15.8%
IntraLATA Toll/800-888 MATUBCC \$15,249 - \$22,873 -- Base 5 Yr	15.8%
IntraLATA Toll/800-888 MATUBCC \$22,874- \$38,122 -- Ba	15.6%
IntraLATA Toll/800-888 MATUBCC \$38,123+ -- Base 5 Yr	15.5%

IL **USAGE TOLL**

Item	Discount

TBD - To Be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY/AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

RES

Toll Restriction	9.6%
Two-Point Toll 0-10, Init Min - Day	19.1%
Two-Point Toll 0-10, Addl Min - Day	10.2%
Two-Point Toll 10.1-16, Init Min - Day	19.1%
Two-Point Toll 10.1-16, Addl Min - Day	10.5%
Two-Point Toll 16.1-22, Init Min - Day	19.5%
Two-Point Toll 16.1-22, Addl Min - Day	11.4%
Two-Point Toll 22.1-40, Init Min - Day	19.5%
Two-Point Toll 22.1-40, Addl Min - Day	11.4%
Two-Point Toll 40.1+, Init Min - Day	19.4%
Two-Point Toll 40.1+, Addl Min - Day	13.3%
Two-Point Toll 0-10, Init Min - Evening	20.7%
Two-Point Toll 0-10, Addl Min - Evening	10.0%
Two-Point Toll 10.1-16, Init Min - Evening	21.6%
Two-Point Toll 10.1-16, Addl Min - Evening	10.5%
Two-Point Toll 16.1-22, Init Min - Evening	22.7%
Two-Point Toll 16.1-22, Addl Min - Evening	11.4%
Two-Point Toll 22.1-40, Init Min - Evening	22.7%
Two-Point Toll 22.1-40, Addl Min - Evening	11.4%
Two-Point Toll 40.1+, Init Min - Evening	23.4%
Two-Point Toll 40.1+, Addl Min - Evening	13.3%
Two-Point Toll 0-10, Init Min - Night	20.5%
Two-Point Toll 0-10, Addl Min - Night	10.0%
Two-Point Toll 10.1-16, Init Min - Night	21.1%
Two-Point Toll 10.1-16, Addl Min - Night	10.1%
Two-Point Toll 16.1-22, Init Min - Night	21.9%
Two-Point Toll 16.1-22, Addl Min - Night	10.7%
Two-Point Toll 22.1-40, Init Min - Night	21.9%
Two-Point Toll 22.1-40, Addl Min - Night	10.7%
Two-Point Toll 40.1+, Init Min - Night	23.6%
Two-Point Toll 40.1+, Addl Min - Night	12.0%
Anytime Rate Calling Plan	17.4%

BUS

Two-Point Toll 0-10, Init Min - Day	19.1%
Two-Point Toll 0-10, Addl Min - Day	10.2%
Two-Point Toll 10.1-16, Init Min - Day	19.1%
Two-Point Toll 10.1-16, Addl Min - Day	10.5%
Two-Point Toll 16.1-22, Init Min - Day	19.5%
Two-Point Toll 16.1-22, Addl Min - Day	11.4%
Two-Point Toll 22.1-40, Init Min - Day	19.5%
Two-Point Toll 22.1-40, Addl Min - Day	11.4%
Two-Point Toll 40.1+, Init Min - Day	19.4%
Two-Point Toll 40.1+, Addl Min - Day	13.3%
Two-Point Toll 0-10, Init Min - Evening	20.7%
Two-Point Toll 0-10, Addl Min - Evening	10.0%
Two-Point Toll 10.1-16, Init Min - Evening	21.6%
Two-Point Toll 10.1-16, Addl Min - Evening	10.5%
Two-Point Toll 16.1-22, Init Min - Evening	22.7%
Two-Point Toll 16.1-22, Addl Min - Evening	11.4%

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Two-Point Toll 22.1-40, Init Min - Evening	22.7%
Two-Point Toll 22.1-40, Addl Min - Evening	11.4%
Two-Point Toll 40.1+, Init Min - Evening	23.4%
Two-Point Toll 40.1+, Addl Min - Evening	13.3%
Two-Point Toll 0-10, Init Min - Night	20.5%
Two-Point Toll 0-10, Addl Min - Night	10.0%
Two-Point Toll 10.1-16, Init Min - Night	21.1%
Two-Point Toll 10.1-16, Addl Min - Night	10.1%
Two-Point Toll 16.1-22, Init Min - Night	21.9%
Two-Point Toll 16.1-22, Addl Min - Night	10.7%
Two-Point Toll 22.1-40, Init Min - Night	21.9%
Two-Point Toll 22.1-40, Addl Min - Night	10.7%
Two-Point Toll 40.1+, Init Min - Night	23.6%
Two-Point Toll 40.1+, Addl Min - Night	12.0%
IntraMSA 800 Dedicated Access Line	28.2%
Nondedicated 800 Routing feature	44.8%
IntraMSA 800 Usage 0.1-25 Hrs, Each Hr	30.5%
IntraMSA 800 Usage 25.1-50 Hrs, Each Hr	30.1%
IntraMSA 800 Usage 50.1-100 Hrs, Each Hr	29.7%
IntraMSA 800 Usage Over 100 Hrs, Each Hr	29.5%
Nondedicated 800 Usage, Addl Hr	32.6%
IntraMSA 800 Svc Order Est/Add/Change	42.0%
IntraMSA 800 Line Conn Est/Add/Change	11.6%
IntraMSA 800 Record Work Only	11.0%
Optional Feature Activation Change, per 800 num	24.1%
800 Svc Reserved Tel Number NRC	24.2%
800 Svc Chg InterMSA Carrier NRC	24.3%
Nondedicated 800 Calling Plan 1 - 12 mths	60.6%
Nondedicated 800 Calling Plan 1 - 36 mths	54.4%
Nondedicated 800 Plan 1 - 12 mths, 0-20 hrs	33.9%
Nondedicated 800 Plan 1 - 12 mths, 20.1-50 hrs	34.3%
Nondedicated 800 Plan 1 - 12 mths, 50.1-100 hrs	30.1%
Nondedicated 800 Plan 1 - 12 mths, 100.1-250 hrs	31.9%
Nondedicated 800 Plan 1 - 12 mths, 250.1+ hrs	27.0%
Nondedicated 800 Plan 1 - 36 mths, 0-20 hrs	39.1%
Nondedicated 800 Plan 1 - 36 mths, 20.1-50 hrs	35.0%
Nondedicated 800 Plan 1 - 36 mths, 50.1-100 hrs	37.1%
Nondedicated 800 Plan 1 - 36 mths, 100.1-250 hrs	32.5%
Nondedicated 800 Plan 1 - 36 mths, 250.1+ hrs	32.8%
Dedicated 800 Calling Plan 1 - 12 mths	60.6%
Dedicated 800 Calling Plan 1 - 36 mths	54.4%
Dedicated 800 Plan 1 - 12 mths, 0-20 hrs	32.3%
Dedicated 800 Plan 1 - 12 mths, 20.1-50 hrs	32.7%
Dedicated 800 Plan 1 - 12 mths, 50.1-100 hrs	25.2%
Dedicated 800 Plan 1 - 12 mths, 100.1-250 hrs	25.1%
Dedicated 800 Plan 1 - 12 mths, 250.1+ hrs	24.0%
Dedicated 800 Plan 1 - 36 mths, 0-20 hrs	39.9%
Dedicated 800 Plan 1 - 36 mths, 20.1-50 hrs	37.6%
Dedicated 800 Plan 1 - 36 mths, 50.1-100 hrs	37.1%
Dedicated 800 Plan 1 - 36 mths, 100.1-250 hrs	29.8%
Dedicated 800 Plan 1 - 36 mths, 250.1+ hrs	31.1%
Nondedicated 800 Calling Plan 2 - 36 mths	54.6%

TBD - To Be Determined
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ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

Nondedicated 800 Plan 2 - 36 mths, 0-20 hrs	34.2%
Nondedicated 800 Plan 2 - 36 mths, 20.1-50 hrs	33.9%
Nondedicated 800 Plan 2 - 36 mths, 50.1-100 hrs	33.9%
Nondedicated 800 Plan 2 - 36 mths, 100.1-250 hrs	33.6%
Nondedicated 800 Plan 2 - 36 mths, 250.1+ hrs	33.4%
Dedicated 800 Calling Plan 2 - 36 mths	54.6%
Dedicated 800 Plan 2 - 36 mths, 0-20 hrs	32.5%
Dedicated 800 Plan 2 - 36 mths, 20.1-50 hrs	32.2%
Dedicated 800 Plan 2 - 36 mths, 50.1-100 hrs	31.8%
Dedicated 800 Plan 2 - 36 mths, 100.1-250 hrs	31.5%
Dedicated 800 Plan 2 - 36 mths, 250.1+ hrs	31.4%
800 Illinois State DA Listing	24.2%
800 National DA Listing	24.5%
EVL Plus-Op1-MMUC-M/M	22.6%
EVL Plus-Op1-M/M-P	21.7%
EVL Plus-Op1-M/M-O/P	21.4%
EVL Plus-Op2-MMUC-M/M	22.6%
EVL Plus-Op2-M/M-P	21.6%
EVL Plus-Op2-M/M-O/P	21.3%
EVL Plus-Op3-MMUC-M/M	22.6%
EVL Plus-Op3-M/M-P	21.4%
EVL Plus-Op3-M/M-O/P	21.1%
EVL Plus-OP-4-MMUC-M/M	22.6%
EVL Plus-Op4-M/M-P	21.2%
EVL Plus-Op4-M/M-O/P	21.0%
EVL Plus-OP-5-MMUC-M/M	22.6%
EVL Plus-Op5-M/M-P	21.0%
EVL Plus-Op5-M/M-O/P	20.8%
EVL Plus-OP-6-MMUC-M/M	22.6%
EVL Plus-Op6-M/M-P	20.8%
EVL Plus-Op6-M/M-O/P	20.8%
EVL Plus-OP-7-MMUC-M/M	22.6%
EVL Plus-Op7-M/M-P	20.6%
EVL Plus-Op7-M/M-O/P	20.5%
Enh V/L Plus-12 Mo-Option 1-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 1-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 1-Peak	21.4%
Enh V/L Plus-12 Mo-Option 1-Off-Peak	21.1%
Enh V/L Plus-12 Mo-Option 2-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 2-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 2-Peak	21.2%
Enh V/L Plus-12 Mo-Option 2-Off-Peak	21.0%
Enh V/L Plus-12 Mo-Option 3-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 3-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 3-Peak	21.0%
Enh V/L Plus-12 Mo-Option 3-Off-Peak	20.8%
Enh V/L Plus-12 Mo-Option 4-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 4-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 4-Peak	20.8%
Enh V/L Plus-12 Mo-Option 4-Off-Peak	20.6%
Enh V/L Plus-12 Mo-Option 5-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 5-MAUC	22.6%

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AMERITECH
TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

Enh V/L Plus-12 Mo-Option 5-Peak	20.6%
Enh V/L Plus-12 Mo-Option 5-Off-Peak	20.5%
Enh V/L Plus-12 Mo-Option 6-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 6-MAUC	22.6%
Enh V/L Plus-12 Mo-Option 6-Peak	20.5%
Enh V/L Plus-12 Mo-Option 6-Off-Peak	20.2%
Enh V/L Plus-12 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-12 Mo-Option 7-Peak	20.2%
Enh V/L Plus-12 Mo-Option 7-Off-Peak	20.1%
Enh V/L Plus-24 Mo-Option 1-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 1-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 1-Peak	21.2%
Enh V/L Plus-24 Mo-Option 1-Off-Peak	21.0%
Enh V/L Plus-24 Mo-Option 2-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 2-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 2-Peak	21.0%
Enh V/L Plus-24 Mo-Option 2-Off-Peak	20.9%
Enh V/L Plus-24 Mo-Option 3-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 3-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 3-Peak	20.8%
Enh V/L Plus-24 Mo-Option 3-Off-Peak	20.6%
Enh V/L Plus-24 Mo-Option 4-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 4-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 4-Peak	20.6%
Enh V/L Plus-24 Mo-Option 4-Off-Peak	20.5%
Enh V/L Plus-24 Mo-Option 5-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 5-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 5-Peak	20.5%
Enh V/L Plus-24 Mo-Option 5-Off-Peak	20.2%
Enh V/L Plus-24 Mo-Option 6-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 6-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 6-Peak	20.2%
Enh V/L Plus-24 Mo-Option 6-Off-Peak	20.1%
Enh V/L Plus-24 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-24 Mo-Option 7-MAUC	22.6%
Enh V/L Plus-24 Mo-Option 7-Peak	20.0%
Enh V/L Plus-24 Mo-Option 7-Off-Peak	19.9%
Enh V/L Plus-36 Mo-Option 1-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 1-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 1-Peak	21.0%
Enh V/L Plus-36 Mo-Option 1-Off-Peak	20.8%
Enh V/L Plus-36 Mo-Option 2-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 2-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 2-Peak	20.6%
Enh V/L Plus-36 Mo-Option 2-Off-Peak	20.5%
Enh V/L Plus-36 Mo-Option 3-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 3-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 3-Peak	20.5%
Enh V/L Plus-36 Mo-Option 3-Off-Peak	20.2%
Enh V/L Plus-36 Mo-Option 4-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 4-MAUC	22.6%

TBD - To Be Determined
NRO - Nonrecurring only
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NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Enh V/L Plus-36 Mo-Option 4-Peak	20.3%
Enh V/L Plus-36 Mo-Option 4-Off-Peak	20.1%
Enh V/L Plus-36 Mo-Option 5-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 5-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 5-Peak	20.2%
Enh V/L Plus-36 Mo-Option 5-Off-Peak	20.1%
Enh V/L Plus-36 Mo-Option 6-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 6-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 6-Peak	20.0%
Enh V/L Plus-36 Mo-Option 6-Off-Peak	19.9%
Enh V/L Plus-36 Mo-Option 7-MMUC	22.6%
Enh V/L Plus-36 Mo-Option 7-MAUC	22.6%
Enh V/L Plus-36 Mo-Option 7-Peak	19.9%
Enh V/L Plus-36 Mo-Option 7-Off-Peak	19.7%
EVL Plus Inbound NRC	9.6%
ValueLink Extra IL - MARC \$21,481 to \$257,771, Max Ann MA	14.1%
ValueLink Extra IL - MARC \$257,772 to \$429,620, Max Ann M	14.1%
ValueLink Extra IL - MARC \$429,621+, Max Ann MARC Disc.	14.1%
ValueLink Extra IL - MARC \$21,481 to \$42,961, Band C per m	19.8%
ValueLink Extra IL - MARC \$42,962 to \$64,442, Band C per m	19.7%
ValueLink Extra IL - MARC \$64,443 to \$85,923, Band C per m	19.7%
ValueLink Extra IL - MARC \$85,924 to \$128,885, Band C per n	19.5%
ValueLink Extra IL - MARC \$128,886 to \$171,847, Band C per	19.4%
ValueLink Extra IL - MARC \$171,848 to \$257,771, Band C per	19.2%
ValueLink Extra IL - MARC \$257,772 to \$429,620, Band C per	19.2%
ValueLink Extra IL - MARC \$429,621+, Band C per minute	19.0%
ValueLink Extra IL - MAUC \$7,500, annual bonus	14.1%
ValueLink Extra IL - MAUC \$15,000, annual bonus	14.1%
ValueLink Extra IL - MAUC \$22,500, annual bonus	14.1%
ValueLink Extra IL - MAUC \$30,000, annual bonus	14.1%
ValueLink Extra IL - MAUC \$45,000, annual bonus	14.1%
ValueLink Extra IL - MAUC \$60,000, annual bonus	14.1%
ValueLink Extra IL - IntraLATA toll/800/888, per min	24.1%
Flat Rate Band C Promotion	11.3%
Winback Term Plan - 12 Month Term Rate Per Minute	13.0%
Winback Term Plan - 18 Month Term Rate Per Minute	12.9%

IL **CO SERVICES**

Item	Discount

RES

Speed Call 8	44.8%
Speed Call 30	64.3%
Multi-feature Discount (2+) Incremental credit	66.0%
CallerID Discount Credit	70.0%
Call Control	23.5%

BUS

Speed Call 8	68.2%
Speed Call 30	58.2%
Multi-feature Discount (3) Credit	69.6%
Multi-feature Discount (4) Credit	65.0%
Multi-feature Discount (5) Credit	65.1%

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
 ILLINOIS
 RESALE RATES
 December 3, 1999

Multi-feature Discount (6) Credit	65.0%
Multi-feature Discount (7) Credit	65.1%
Multi-feature Discount (8) Credit	65.0%
Multi-feature Discount (9) Credit	65.1%
Multi-feature Discount (10) Credit	65.0%
NRS Same CO switch, per retained number NRC	9.9%
NRS Same CO sw, conflict, 1-12 CPs NRC	9.9%
NRS Same CO sw, conflict, 1-12 CPs	9.9%
NRS Same CO sw, conflict, unlimited CPs NRC	9.9%
NRS Same CO sw, conflict, unlimited CPs	9.9%
NRS Diff CO sw, conflict, 1-12 CPs NRC	9.9%
NRS Diff CO sw, conflict, 1-12 CPs	9.9%
NRS Diff CO sw, conflict, unlimited CPs NRC	9.9%
NRS Diff CO sw, conflict, unlimited CPs	9.9%
NRS Change number to which calls are fwd NRC	9.9%

IL **MISC. BUSINESS SERVICES**

Item	Discount

BUS

Trunk Term in CO per Trunk INC	7.9%
Trunk Term in CO per Trunk	7.6%
Subsequent Add/Del/Rear INC	5.8%
Each group of 10 Assgn DID Numbers	75.0%
Each group of 10 Reserved DID Numbers	75.0%

IL **OPERATOR SERVICES**

Item	Discount

RES

Sent Paid/Op Asst Local Band A, Peak, Init Msg	26.9%
Sent Paid/Op Asst Local Band B, Peak, Init Min	23.9%
Sent Paid/Op Asst Local Band C, Peak, Init Min	22.0%
Sent Paid/Op Asst Local Band B, Peak, Addl Min	24.7%
Sent Paid/Op Asst Local Band C, Peak, Addl Min	24.8%
Op Asst Other Local Band A, Peak, Init Min	23.6%
Op Asst Other Local Band B, Peak, Init Min	23.8%
Op Asst Other Local Band C, Peak, Init Min	22.0%
Op Asst Other Local Band A, Peak, Addl Min	22.3%
Op Asst Other Local Band B, Peak, Addl Min	22.8%
Op Asst Other Local Band C, Peak, Addl Min	23.3%
Op Asst Long Distance 0-10, Init Min - Day	19.1%
Op Asst Long Distance 0-10, Addl Min - Day	10.2%
Op Asst Long Distance 10.1-16, Init Min - Day	19.1%
Op Asst Long Distance 10.1-16, Addl Min - Day	10.5%
Op Asst Long Distance 16.1-22, Init Min - Day	19.5%
Op Asst Long Distance 16.1-22, Addl Min - Day	11.4%
Op Asst Long Distance 22.1-40, Init Min - Day	19.5%
Op Asst Long Distance 22.1-40, Addl Min - Day	11.4%
Op Asst Long Distance 40.1+, Init Min - Day	19.4%
Op Asst Long Distance 40.1+, Addl Min - Day	13.3%
Op Asst Long Distance 0-10, Init Min - Evening	20.7%
Op Asst Long Distance 0-10, Addl Min - Evening	10.0%
Op Asst Long Distance 10.1-16, Init Min - Evening	21.6%

TBD - To Be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY/AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

Op Asst Long Distance 10.1-16, Addl Min - Evening	10.5%
Op Asst Long Distance 16.1-22, Init Min - Evening	22.7%
Op Asst Long Distance 16.1-22, Addl Min - Evening	11.4%
Op Asst Long Distance 22.1-40, Init Min - Evening	22.7%
Op Asst Long Distance 22.1-40, Addl Min - Evening	11.4%
Op Asst Long Distance 40.1+, Init Min - Evening	23.4%
Op Asst Long Distance 40.1+, Addl Min - Evening	13.3%
Op Asst Long Distance 0-10, Init Min - Night	20.5%
Op Asst Long Distance 0-10, Addl Min - Night	10.0%
Op Asst Long Distance 10.1-16, Init Min - Night	21.1%
Op Asst Long Distance 10.1-16, Addl Min - Night	10.1%
Op Asst Long Distance 16.1-22, Init Min - Night	21.9%
Op Asst Long Distance 16.1-22, Addl Min - Night	10.7%
Op Asst Long Distance 22.1-40, Init Min - Night	21.9%
Op Asst Long Distance 22.1-40, Addl Min - Night	10.7%
Op Asst Long Distance 40.1+, Init Min - Night	23.6%
Op Asst Long Distance 40.1+, Addl Min - Night	12.0%
Person-to-Person Local	58.8%
Third Number Billed Local	49.8%
Collect Calls Local	70.5%
Calling Card Customer Dialed Local	66.9%
Calling Card Operator Dialed Local	71.9%
Calling Card Operator Must Assist Local	57.2%
Operator Assisted Local	20.0%
Person-to-Person Toll	47.3%
Third Number Billed Toll	44.3%
Collect Calls Toll	59.0%
Calling Card Customer Dialed Toll	66.9%
Calling Card Operator Dialed Toll	55.6%
Calling Card Operator Must Assist Toll	57.2%
Operator Assisted Toll	22.9%
Residence National DA Direct Dialed	13.7%
Residence National DA Alternate Billed	13.7%
Residence DA Direct Dialed	36.0%

BUS

Person to Person Toll	47.3%
Third Number Billed Toll	44.3%
Collect Call Toll	59.0%
Calling Card Customer Dialed Toll	66.9%
Calling Card Operator Dialed Toll	55.6%
Calling Card Operator Must Assist Toll	57.2%
Operator Assisted Surcharge Toll	22.9%
Person to Person Band C	47.3%
Third Number Billed Band C	44.3%
Collect Call Band C	59.0%
Calling Card Customer Dialed Band C	66.9%
Calling Card Operator Dialed Band C	55.6%
Calling Card Operator Must Assist Band C	57.2%
Operator Assisted Surcharge Band C	20.0%
Op Asst Usage Band C, Peak, Init Min	14.8%
Op Asst Usage Band C, Peak, Addl Min	16.4%

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Op Asst Long Distance 0-10, Init Min - Day	42.2%
Op Asst Long Distance 0-10, Addl Min - Day	21.6%
Op Asst Long Distance 10.1-16, Init Min - Day	41.3%
Op Asst Long Distance 10.1-16, Addl Min - Day	22.0%
Op Asst Long Distance 16.1-22, Init Min - Day	41.0%
Op Asst Long Distance 16.1-22, Addl Min - Day	22.6%
Op Asst Long Distance 22.1-40, Init Min - Day	41.0%
Op Asst Long Distance 22.1-40, Addl Min - Day	22.6%
Op Asst Long Distance 40.1+, Init Min - Day	40.4%
Op Asst Long Distance 40.1+, Addl Min - Day	24.2%
Op Asst Long Distance 0-10, Init Min - Evening	44.9%
Op Asst Long Distance 0-10, Addl Min - Evening	21.6%
Op Asst Long Distance 10.1-16, Init Min - Evening	45.1%
Op Asst Long Distance 10.1-16, Addl Min - Evening	21.8%
Op Asst Long Distance 16.1-22, Init Min - Evening	45.6%
Op Asst Long Distance 16.1-22, Addl Min - Evening	22.6%
Op Asst Long Distance 22.1-40, Init Min - Evening	45.6%
Op Asst Long Distance 22.1-40, Addl Min - Evening	22.6%
Op Asst Long Distance 40.1+, Init Min - Evening	45.9%
Op Asst Long Distance 40.1+, Addl Min - Evening	24.2%
Op Asst Long Distance 0-10, Init Min - Night	45.1%
Op Asst Long Distance 0-10, Addl Min - Night	21.3%
Op Asst Long Distance 10.1-16, Init Min - Night	45.4%
Op Asst Long Distance 10.1-16, Addl Min - Night	21.4%
Op Asst Long Distance 16.1-22, Init Min - Night	45.7%
Op Asst Long Distance 16.1-22, Addl Min - Night	22.0%
Op Asst Long Distance 22.1-40, Init Min - Night	45.7%
Op Asst Long Distance 22.1-40, Addl Min - Night	22.0%
Op Asst Long Distance 40.1+, Init Min - Night	46.4%
Op Asst Long Distance 40.1+, Addl Min - Night	23.1%
Business National DA Direct Dialed	13.7%
Business National DA Alternate Billed	13.7%
Business DA Direct Dialed	36.0%
COPTS National DA Direct Dialed	10.0%
COPTS National DA Alternate Billed	13.7%
Hotel/Motel DA Direct Dialed	10.0%
Hotel/Motel National DA Alternate Billed	13.7%
Hospital National DA Direct Dialed	10.0%
Hospital National DA Alternate Billed	13.7%
Basic COPTS/COPTS coin line	10.0%

IL **DIRECTORY SERVICES**

Item	Discount

BUS

Bus Add'l List Chicago and Metro	63.8%
Bus Add'l List non-met	71.0%
Private Listing	11.1%
Semi-Private Listing	14.5%
Custom Number Svc Num Search & Assign	33.8%

IL **ISDN DIRECT & PRIME**

Item	Discount

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
 ILLINOIS
 RESALE RATES
 December 3, 1999

BUS

ISDN CO Termination NRC	79.4%
ISDN CO Termination - mo	11.5%
Cir Sw Capability, per B chnl NRC	79.3%
Cir Sw Capability, per B chnl mo	14.0%
Cir Sw Capability, per B chnl 3yr	13.3%
Cir Sw Capability, per B chnl 5yr	12.9%
Cir Sw Capability, per B chnl 7yr	12.3%
Packet Sw Data B chnl NRC	79.4%
Packet Sw Data B chnl mo	52.8%
Packet Sw Data B chnl 3yr	51.5%
Packet Sw Data B chnl 5yr	50.1%
Packet Sw Data B chnl 7yr	48.6%
Packet Switched "D" NRC	79.3%
Packet Switched "D"	52.2%
Packet Switched "D" - 3yr	51.6%
Packet Switched "D" - 5yr	51.0%
Packet Switched "D" - 7yr	50.5%
On-Demand Packet SW B chnl NRC	79.4%
On-Demand Packet SW B chnl mo	76.7%
Additional Call Offering, each NRC	79.4%
Additional Call Offering, each mo	75.2%
Addl Mult call appear. NRC	79.4%
Addl Mult call appear.	79.0%
Direct Intercom Calling NRC	79.4%
Direct Intercom Calling	38.8%
Direct Msg Wait Indicator NRC	11.8%
Direct Msg Wait Indicator	64.8%
Sec. Telephone #s Inc	79.4%
Sec. Telephone #s	62.0%
Direct Sta Ctrl Conf-6 Port NRC	79.3%
Direct Sta Ctrl Conf-6 Port	9.1%
Sub Chrg for Cir Sw/Packet Sw	12.7%
Custom Ordering Chrg, per ISDN line	6.9%
ISDN Prime Connections Inc	15.1%
ISDN Prime Connections	9.4%
ISDN Prime Connections - 3yr	35.6%
ISDN Prime Connections - 5yr	35.6%
ISDN Prime Connections - 7yr	35.6%
ISDN Prime Telephone #s	0.0%
ISDN Prime Telephone #s - 3yr	0.0%
ISDN Prime Telephone #s - 5yr	0.0%
ISDN Prime Telephone #s - 7yr	0.0%
ISDN Prime Backup D Channel Inc	22.8%
ISDN Prime Backup D Channel	87.9%
ISDN Prime Backup D Channel - 3yr	87.9%
ISDN Prime Backup D Channel - 5yr	87.9%
ISDN Prime Backup D Channel - 7yr	88.0%
ISDN Prime Packet Switched Data Inc	12.7%
ISDN Prime Packet Switched Data	86.5%
ISDN Prime Packet Switched Data - 3yr	86.6%
ISDN Prime Packet Switched Data - 5yr	86.8%

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
 ILLINOIS
 RESALE RATES
 December 3, 1999

ISDN Prime Packet Switched Data - 7yr	86.9%
ISDN Prime Intercom B Chnl-Sw V/D Inc	12.5%
ISDN Prime Intercom B Chnl-Sw V/D	87.9%
ISDN Prime Intercom B Chnl-Sw V/D - 3yr	87.9%
ISDN Prime Intercom B Chnl-Sw V/D - 5yr	87.9%
ISDN Prime Intercom B Chnl-Sw V/D- 7yr	87.9%
ISDN Prime Intercom B Chnl-Pkt V/D Inc	15.2%
ISDN Prime Intercom B Chnl-Pkt V/D	13.8%
ISDN Prime Intercom B Chnl-Pkt V/D - 3yr	13.8%
ISDN Prime Intercom B Chnl-Pkt V/D - 5yr	13.8%
ISDN Prime Intercom B Chnl-Pkt V/D- 7yr	13.8%
ISDN Prime Chg/add Existing Single Trk Inc	61.1%
ISDN Prime ISDN Calling Name ID NRC	14.3%
ISDN Prime ISDN Calling Name ID Mo	32.1%
ISDN Prime 2 B Channel Transfer NRC	12.2%
ISDN Prime 2 B Channel Transfer Mo	28.2%
ISDN Prime Call by Call for FX Inc	7.5%
ISDN Prime Call by Call for FX	7.5%
ISDN Prime Call by Call for FX - 3yr	7.4%
ISDN Prime Call by Call for FX - 5yr	7.5%
ISDN Prime Call by Call for FX - 7yr	7.5%
ISDN Prime Call by Call for Tie Lines Inc	7.5%
ISDN Prime Call by Call for Tie Lines	7.5%
ISDN Prime Call by Call for Tie Lines - 3yr	7.4%
ISDN Prime Call by Call for Tie Lines - 5yr	7.5%
ISDN Prime Call by Call for Tie Lines - 7yr	7.5%
ISDN Prime Network Ring Again Inc	7.5%
ISDN Prime Network Ring Again	7.5%
ISDN Prime Network Ring Again - 3yr	7.5%
ISDN Prime Network Ring Again - 5yr	7.5%
ISDN Prime Network Ring Again - 7yr	7.5%
ISDN Prime Network Name Display Inc	7.5%
ISDN Prime Network Name Display	7.5%
ISDN Prime Network Name Display - 3yr	7.5%
ISDN Prime Network Name Display - 5yr	7.5%
ISDN Prime Network Name Display - 7yr	7.5%

IL

CENTREX

Item	Discount

BUS

ACS System Charges, 2-50 NRC	37.8%
ACS System Charges, 2-50	15.4%
ACS System Charges, 2-50 3yr	15.4%
ACS System Charges, 2-50 5yr	15.4%
ACS System Charges, 2-50 7yr	15.4%
ACS System Charges, 51-100 NRC	37.9%
ACS System Charges, 51-100	15.4%
ACS System Charges, 51-100 3yr	15.4%
ACS System Charges, 51-100 5yr	15.4%
ACS System Charges, 51-100 7yr	15.4%
ACS System Charges, 101-200 NRC	38.9%
ACS System Charges, 101-200	15.4%

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NA - Not Applicable

AMERITECH
TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

ACS System Charges, 101-200 3yr	15.4%
ACS System Charges, 101-200 5yr	15.4%
ACS System Charges, 101-200 7yr	15.4%
ACS System Charges, 201-500 NRC	43.8%
ACS System Charges, 201-500	15.4%
ACS System Charges, 201-500 3yr	15.4%
ACS System Charges, 201-500 5yr	15.4%
ACS System Charges, 201-500 7yr	15.4%
ACS System Charges, 500+ NRC	46.2%
ACS System Charges, 500+	15.4%
ACS System Charges, 500+ 3yr	15.4%
ACS System Charges, 500+ 5yr	15.4%
ACS System Charges, 500+ 7yr	15.4%
ACS System Conv, 2-50 NRC	15.4%
ACS System Conv, 51-100 NRC	16.7%
ACS System Conv, 101-200 NRC	17.1%
ACS System Conv, 201-500 NRC	17.9%
ACS System Conv, 500+ NRC	18.1%
Centrex Basic Line, 2-6	10.9%
Centrex Basic Line, 7-24	10.5%
Centrex Basic Line, 25-49	10.7%
Centrex Basic Line, 50-99	10.7%
Centrex Basic Line, 101-199	10.6%
Centrex Basic Line, 200+	10.6%
Centrex Basic Line, 2-6 3yr	10.1%
Centrex Basic Line, 7-24 3yr	9.5%
Centrex Basic Line, 25-49 3yr	9.5%
Centrex Basic Line, 50-99 3yr	9.3%
Centrex Basic Line, 101-199 3yr	8.9%
Centrex Basic Line, 200+ 3yr	8.9%
Centrex Basic Line, 2-6 5yr	9.9%
Centrex Basic Line, 7-24 5yr	9.2%
Centrex Basic Line, 25-49 5yr	9.1%
Centrex Basic Line, 50-99 5yr	8.9%
Centrex Basic Line, 101-199 5yr	8.7%
Centrex Basic Line, 200+ 5yr	8.7%
Centrex Basic Line, 2-6 7yr	9.8%
Centrex Basic Line, 7-24 7yr	9.2%
Centrex Basic Line, 25-49 7yr	9.1%
Centrex Basic Line, 50-99 7yr	8.9%
Centrex Basic Line, 101-199 7yr	8.7%
Centrex Basic Line, 200+ 7yr	8.7%
Elect Key Line, 2-6 NRC	14.9%
Elect Key Line, 7-24 NRC	14.9%
Elect Key Line, 25-49 NRC	14.9%
Elect Key Line, 50-99 NRC	15.0%
Elect Key Line, 100-199 NRC	15.0%
Elect Key Line, 200+ NRC	15.0%
Elect Key Line, 2-6	12.2%
Elect Key Line, 7-24	11.8%
Elect Key Line, 25-49	11.8%
Elect Key Line, 50-99	11.8%

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 NRO - Nonrecurring only
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 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Elect Key Line, 100-199	11.8%
Elect Key Line, 200+	11.8%
Elect Key Line, 2-6 3yr	11.4%
Elect Key Line, 7-24 3yr	10.8%
Elect Key Line, 25-49 3yr	10.7%
Elect Key Line, 50-99 3yr	10.5%
Elect Key Line, 100-199 3yr	10.2%
Elect Key Line, 200+ 3yr	10.2%
Elect Key Line, 2-6 5yr	11.1%
Elect Key Line, 7-24 5yr	10.6%
Elect Key Line, 25-49 5yr	10.4%
Elect Key Line, 50-99 5yr	10.1%
Elect Key Line, 100-199 5yr	9.9%
Elect Key Line, 200+ 5yr	9.9%
Elect Key Line, 2-6 7yr	11.0%
Elect Key Line, 7-24 7yr	10.5%
Elect Key Line, 25-49 7yr	10.3%
Elect Key Line, 50-99 7yr	10.1%
Elect Key Line, 100-199 7yr	9.9%
Elect Key Line, 200+ 7yr	9.9%
Centrex-ISDN Cust Ln, 2-6 NRC	13.4%
Centrex-ISDN Cust Ln, 7-24 NRC	13.4%
Centrex-ISDN Cust Ln, 25-49 NRC	13.4%
Centrex-ISDN Cust Ln, 50-99 NRC	13.4%
Centrex-ISDN Cust Ln, 100-199 NRC	13.4%
Centrex-ISDN Cust Ln, 200+ NRC	13.4%
Centrex-ISDN Cust Ln, 2-6	1.5%
Centrex-ISDN Cust Ln, 7-24	1.5%
Centrex-ISDN Cust Ln, 25-49	1.5%
Centrex-ISDN Cust Ln, 50-99	1.5%
Centrex-ISDN Cust Ln, 100-199	1.5%
Centrex-ISDN Cust Ln, 200+	1.5%
Centrex-ISDN Cust Ln, 2-6 3yr	1.3%
Centrex-ISDN Cust Ln, 7-24 3yr	1.3%
Centrex-ISDN Cust Ln, 25-49 3yr	1.2%
Centrex-ISDN Cust Ln, 50-99 3yr	1.1%
Centrex-ISDN Cust Ln, 100-199 3yr	1.1%
Centrex-ISDN Cust Ln, 200+ 3yr	1.1%
Centrex-ISDN Cust Ln, 2-6 5yr	1.3%
Centrex-ISDN Cust Ln, 7-24 5yr	1.2%
Centrex-ISDN Cust Ln, 25-49 5yr	1.1%
Centrex-ISDN Cust Ln, 50-99 5yr	1.1%
Centrex-ISDN Cust Ln, 100-199 5yr	1.0%
Centrex-ISDN Cust Ln, 200+ 5yr	1.0%
Centrex-ISDN Cust Ln, 2-6 7yr	1.2%
Centrex-ISDN Cust Ln, 7-24 7yr	1.2%
Centrex-ISDN Cust Ln, 25-49 7yr	1.1%
Centrex-ISDN Cust Ln, 50-99 7yr	1.1%
Centrex-ISDN Cust Ln, 100-199 7yr	1.0%
Centrex-ISDN Cust Ln, 200+ 7yr	1.0%
Centrex-ISDN Natl Ln, 2-6 NRC	13.4%
Centrex-ISDN Natl Ln, 7-24 NRC	13.4%

TBD - To Be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Centrex-ISDN Natl Ln, 25-49 NRC	13.4%
Centrex-ISDN Natl Ln, 50-99 NRC	13.4%
Centrex-ISDN Natl Ln, 100-199 NRC	13.4%
Centrex-ISDN Natl Ln, 200+ NRC	13.4%
Centrex-ISDN Natl Ln, 2-6	1.5%
Centrex-ISDN Natl Ln, 7-24	1.5%
Centrex-ISDN Natl Ln, 25-49	1.5%
Centrex-ISDN Natl Ln, 50-99	1.5%
Centrex-ISDN Natl Ln, 100-199	1.5%
Centrex-ISDN Natl Ln, 200+	1.5%
Centrex-ISDN Natl Ln, 2-6 3yr	1.3%
Centrex-ISDN Natl Ln, 7-24 3yr	1.3%
Centrex-ISDN Natl Ln, 25-49 3yr	1.2%
Centrex-ISDN Natl Ln, 50-99 3yr	1.1%
Centrex-ISDN Natl Ln, 100-199 3yr	1.1%
Centrex-ISDN Natl Ln, 200+ 3yr	1.1%
Centrex-ISDN Natl Ln, 2-6 5yr	1.3%
Centrex-ISDN Natl Ln, 7-24 5yr	1.2%
Centrex-ISDN Natl Ln, 25-49 5yr	1.1%
Centrex-ISDN Natl Ln, 50-99 5yr	1.1%
Centrex-ISDN Natl Ln, 100-199 5yr	1.0%
Centrex-ISDN Natl Ln, 200+ 5yr	1.0%
Centrex-ISDN Natl Ln, 2-6 7yr	1.2%
Centrex-ISDN Natl Ln, 7-24 7yr	1.2%
Centrex-ISDN Natl Ln, 25-49 7yr	1.1%
Centrex-ISDN Natl Ln, 50-99 7yr	1.1%
Centrex-ISDN Natl Ln, 100-199 7yr	1.0%
Centrex-ISDN Natl Ln, 200+ 7yr	1.0%
Opti-Centrex Basic 2+ Line, NRC	6.8%
Opti-Centrex Basic 2+ Line, 1 mo	34.4%
Opti-Centrex Basic 2+ Line, 36 mo	34.4%
Opti-Centrex Basic 2+ Line, 60 mo	34.4%
Opti-Centrex Basic 2+ Line, 84 mo	34.4%
Opti-Centrex Basic 7+ Line, NRC	6.8%
Opti-Centrex Basic 7+ Line, 1 mo	34.4%
Opti-Centrex Basic 7+ Line, 36 mo	34.2%
Opti-Centrex Basic 7+ Line, 60 mo	34.0%
Opti-Centrex Basic 7+ Line, 84 mo	33.3%
Opti-Centrex Basic 25+ Line, NRC	6.8%
Opti-Centrex Basic 25+ Line, 1 mo	34.4%
Opti-Centrex Basic 25+ Line, 36 mo	34.2%
Opti-Centrex Basic 25+ Line, 60 mo	33.9%
Opti-Centrex Basic 25+ Line, 84 mo	33.4%
Opti-Centrex Basic 50+ Line, NRC	6.8%
Opti-Centrex Basic 50+ Line, 1 mo	34.4%
Opti-Centrex Basic 50+ Line, 36 mo	34.2%
Opti-Centrex Basic 50+ Line, 60 mo	33.8%
Opti-Centrex Basic 50+ Line, 84 mo	33.1%
Opti-Centrex Basic 100+ Line, NRC	6.8%
Opti-Centrex Basic 100+ Line, 1 mo	34.4%
Opti-Centrex Basic 100+ Line, 36 mo	34.1%
Opti-Centrex Basic 100+ Line, 60 mo	33.8%

TBD - To Be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Opti-Centrex Basic 100+ Line, 84 mo	33.2%
Opti-Centrex Basic 200+ Line, NRC	6.8%
Opti-Centrex Basic 200+ Line, 1 mo	34.4%
Opti-Centrex Basic 200+ Line, 36 mo	34.2%
Opti-Centrex Basic 200+ Line, 60 mo	33.8%
Opti-Centrex Basic 200+ Line, 84 mo	33.1%
Opti-Centrex ISDN National 2+ Line, NRC	5.7%
Opti-Centrex ISDN National 2+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 2+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 2+ Line, 60 mo	14.4%
Opti-Centrex ISDN National 2+ Line, 84 mo	14.3%
Opti-Centrex ISDN National 7+ Line, NRC	5.7%
Opti-Centrex ISDN National 7+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 7+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 7+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 7+ Line, 84 mo	14.2%
Opti-Centrex ISDN National 25+ Line, NRC	5.7%
Opti-Centrex ISDN National 25+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 25+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 25+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 25+ Line, 84 mo	14.3%
Opti-Centrex ISDN National 50+ Line, NRC	5.7%
Opti-Centrex ISDN National 50+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 50+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 50+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 50+ Line, 84 mo	14.1%
Opti-Centrex ISDN National 100+ Line, NRC	5.7%
Opti-Centrex ISDN National 100+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 100+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 100+ Line, 60 mo	14.3%
Opti-Centrex ISDN National 100+ Line, 84 mo	14.2%
Opti-Centrex ISDN National 200+ Line, NRC	5.7%
Opti-Centrex ISDN National 200+ Line, 1 mo	14.5%
Opti-Centrex ISDN National 200+ Line, 36 mo	14.4%
Opti-Centrex ISDN National 200+ Line, 60 mo	14.2%
Opti-Centrex ISDN National 200+ Line, 84 mo	14.1%
Centrex-ISDN Elect Key Line per "B" NRC	13.7%
Centrex-ISDN Elect Key Line per "B"	20.5%
Centrex-ISDN Elect Key Line per "B" 3yr	20.3%
Centrex-ISDN Elect Key Line per "B" 5yr	19.7%
Centrex-ISDN Elect Key Line per "B" 7yr	19.4%
Circuit Sw Data per "B" NRC	13.8%
Circuit Sw Data per "B"	28.4%
Circuit Sw Data per "B" 3yr	27.8%
Circuit Sw Data per "B" 5yr	27.1%
Circuit Sw Data per "B" 7yr	26.4%
Alt EI Key/CSD per "B" NRC	13.6%
Alt EI Key/CSD per "B"	24.8%
Alt EI Key/CSD per "B" 3yr	24.3%
Alt EI Key/CSD per "B" 5yr	23.8%
Alt EI Key/CSD per "B" 7yr	23.3%
Packet Sw Data per "B" NRC	14.6%

TBD - To Be Determined
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 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
 ILLINOIS
 RESALE RATES
 December 3, 1999

Packet Sw Data per "B"	61.7%
Packet Sw Data per "B" 3yr	60.9%
Packet Sw Data per "B" 5yr	60.1%
Packet Sw Data per "B" 7yr	59.1%
Packet Sw Data per "D" NRC	13.5%
Packet Sw Data per "D"	60.1%
Packet Sw Data per "D" 3yr	58.2%
Packet Sw Data per "D" 5yr	57.0%
Packet Sw Data per "D" 7yr	55.8%
On Demand PSD per "B" NRC	13.8%
On Demand PSD per "B"	58.7%
On Demand PSD per "B" 3yr	57.2%
On Demand PSD per "B" 5yr	56.6%
On Demand PSD per "B" 7yr	55.9%
Add On Mods, 10/18 button NRC	13.6%
Add On Mods, 20/36 button NRC	13.9%
CTX-Automatic Callback	66.8%
CTX-Call Screening	63.2%
CTX-Repeat Dialing	63.2%
CTX-Selecting Distinctive Ringing	62.0%
Call Fwd over Private Facilities	68.8%
Call Request w/queue - line	72.0%
Call Request w/queue - sys NRC	14.4%
Calling Name Display NRC	21.6%
Calling Name Display	56.0%
Visual Message Waiting Ind	51.0%
Direct Connect Orig	51.0%
Direct Conn Orig w/Delay	51.0%
Direct Station Selection NRC	45.3%
Direct Station Selection	21.0%
Distance Extension NRC	78.6%
Dist Ext per Elect Key Line	14.6%
Dist Ext per ISDN Line	14.9%
Executive Display Comm	22.0%
Make Busy Key	70.3%
CTX Msg Waiting Indicator NRC	33.0%
CTX Msg Waiting Indicator	58.8%
MADN NRC	14.4%
MADN	16.0%
Premium Feature Package	31.0%
Query Busy Sta NRC	24.9%
Query Busy Sta	26.7%
Secondary Dir Tel Number	24.0%
Speed Calling-Long	52.5%
Speed Calling-Expanded No Grp	58.3%
Stop Hunt Key	15.2%
Alternate Access NRC	14.0%
Alternate Access	76.3%
Queuing NRC	14.0%
Queuing	22.0%
Closed User Grp, Ind Dsgn NRC	15.2%
Closed User Grp, Ind Dsgn	78.7%

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
 ILLINOIS
 RESALE RATES
 December 3, 1999

Closed User Grp, Add Mem NRC	14.3%
Closed User Grp, Add Mem	79.0%
Direct Call NRC	5.4%
Direct Call	79.0%
Hunt Group NRC	14.2%
Hunt Group	70.2%
Logical Chan, >32 "B" Packet NRC	14.3%
Logical Chan, >32 "B" Packet	79.0%
Logical Chan, 2+ "D" Packet NRC	14.3%
Logical Chan, 2+ "D" Packet	79.0%
Permanent Virtual Circuit NRC	14.0%
Permanent Virtual Circuit	78.6%
AWN 1-200 Lines NRC	34.2%
AWN 201-500 Lines NRC	28.7%
AWN Addl 500 line Block NRC	31.3%
AWN Out of Ntwk Numbers, 1st 10 NRC	15.7%
AWN Out of Ntwk Numbers, per 50 NRC	15.7%
AWN Number Input, 1st 10 NRC	15.5%
AWN Number Input, per 50 NRC	6.4%
AWN per Line	28.0%
AWN Out of Ntwk Numbers, 1st 10	23.0%
AWN Out of Ntwk Numbers, per 50	18.4%
ACMSI Per System 1200 baud NRC	15.4%
ACMSI Per System 1200 baud	13.6%
ACMSI Per System 1200 baud 3yr	13.6%
ACMSI Per System 1200 baud 5yr	13.5%
ACMSI Per System 1200 baud 7yr	13.4%
ACMSI Per System 9600 baud NRC	16.9%
ACMSI Per System 9600 baud	14.8%
ACMSI Per System 9600 baud 3yr	14.9%
ACMSI Per System 9600 baud 5yr	14.8%
ACMSI Per System 9600 baud 7yr	14.3%
AVN (MSA1) Max 2.5 CCS, 0-15 mi	19.5%
AVN (MSA1) Max 2.5 CCS, 15+ mi	22.6%
AVN (MSA1) Max 3.5 CCS, 0-15 mi	17.9%
AVN (MSA1) Max 3.5 CCS, 15+ mi	21.5%
AVN (MSA1) Max 4.5 CCS, 0-15 mi	16.8%
AVN (MSA1) Max 4.5 CCS, 15+ mi	32.1%
AVN (MSA1) Max 5.5 CCS, 0-15 mi	20.0%
AVN (MSA1) Max 5.5 CCS, 15+ mi	23.9%
AVN (MSA1) Max 8.0 CCS, 0-15 mi	18.3%
AVN (MSA1) Max 8.0 CCS, 15+ mi	21.6%
AVN Remote OmniPresence	14.2%
AVN Hub OmniPresence 0-6 CCS	14.2%
AVN Hub OmniPresence 6-9 CCS	14.2%
AVN Hub OmniPresence 9-12 CCS	14.2%
AVN Basic Channel	14.3%
AVN Basic Channel - 3yr	14.2%
AVN Basic Channel - 5yr	14.2%
AVN ISDN Circuit Sw Channel	14.2%
AVN ISDN Circuit Sw Channel - 3yr	14.2%
AVN ISDN Circuit Sw Channel - 5yr	14.3%

TBD - To Be Determined
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AMERITECH
TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

Cust Prem Announcement NRC	14.9%
Cust Prem Announcement	20.2%
Cust Prem Announcement - 3yr	19.8%
Cust Prem Announcement - 5yr	19.5%
Cust Prem Announcement - 7yr	19.1%
CO Recorded Announcement NRC	14.5%
CO Recorded Announcement	14.7%
CO Recorded Announcement - 3yr	14.5%
CO Recorded Announcement - 5yr	14.4%
CO Recorded Announcement - 7yr	14.2%
CO Recorded Secondary Ann NRC	14.5%
CO Recorded Secondary Ann	14.7%
CO Recorded Secondary Ann - 3yr	14.5%
CO Recorded Secondary Ann - 5yr	14.4%
CO Recorded Secondary Ann - 7yr	14.2%
Assume Dial 9 Per System, Per Line NRC	14.0%
Assume Dial 9 Per System, Per Line	78.8%
Assume Dial 9 Per System, Per Line - 3yr	78.8%
Assume Dial 9 Per System, Per Line - 5yr	78.8%
Assume Dial 9 Per System, Per Line - 7yr	78.8%
Attendant Console Digital NRC	15.5%
Attendant Console Digital	14.9%
Attendant Console Digital - 3yr	14.6%
Attendant Console Digital - 5yr	14.5%
Attendant Console Digital - 7yr	14.4%
Attendant Console ISDN NRC	21.6%
Attendant Console ISDN	46.1%
Attendant Console ISDN - 3yr	43.5%
Attendant Console ISDN - 5yr	42.5%
Attendant Console ISDN - 7yr	41.3%
Attendant Call Detail Entry NRC	13.5%
Attendant Call Detail Entry	29.0%
Attendant Call Detail Entry - 3yr	29.0%
Attendant Call Detail Entry - 5yr	29.0%
Attendant Call Detail Entry - 7yr	29.0%
Attendant Conference NRC	13.7%
Attendant Conference	13.5%
Attendant Conference - 3yr	13.2%
Attendant Conference - 5yr	13.2%
Attendant Conference - 7yr	13.2%
Direct Station Selection NRC	16.3%
Direct Station Selection	15.2%
Direct Station Selection - 3yr	15.2%
Direct Station Selection - 5yr	15.2%
Direct Station Selection - 7yr	15.2%
Multi Position Hunt per Grp NRC	14.7%
Multi Position Hunt per Pos	16.0%
Multi Position Hunt per Pos - 3yr	16.0%
Multi Position Hunt per Pos - 5yr	16.0%
Multi Position Hunt per Pos - 7yr	16.0%
Name Display NRC	16.3%
Name Display	74.1%

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AMERITECH
 TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
 ILLINOIS
 RESALE RATES
 December 3, 1999

Name Display - 3yr	74.1%
Name Display - 5yr	74.1%
Name Display - 7yr	74.1%
Operational Measurements NRC	14.0%
Operational Measurements	60.0%
Operational Measurements - 3yr	60.0%
Operational Measurements - 5yr	60.0%
Operational Measurements - 7yr	60.0%
ARS Basic Initial Pattern NRC	14.0%
ARS Basic Initial Pattern	13.3%
ARS Basic Initial Pattern - 3yr	13.2%
ARS Basic Initial Pattern - 5yr	13.2%
ARS Basic Initial Pattern - 7yr	13.2%
ARS Basic Additional Pattern NRC	14.0%
ARS Basic Additional Pattern	25.5%
ARS Basic Additional Pattern - 3yr	22.7%
ARS Basic Additional Pattern - 5yr	21.2%
ARS Basic Additional Pattern - 7yr	20.0%
ARS Basic Digit 1 Delivery NRC	18.5%
ARS Deluxe System NRC	15.0%
ARS Deluxe System	14.3%
ARS Deluxe System - 3yr	13.9%
ARS Deluxe System - 5yr	13.8%
ARS Deluxe System - 7yr	13.6%
ARS Deluxe Additional Pattern NRC	14.0%
ARS Deluxe Additional Pattern	25.5%
ARS Deluxe Additional Pattern - 3yr	22.7%
ARS Deluxe Additional Pattern - 5yr	21.2%
ARS Deluxe Additional Pattern - 7yr	20.0%
ARS Deluxe IDDD Dialing per System NRC	33.3%
ARS Deluxe IDDD Dialing per System	78.6%
ARS Deluxe IDDD Dialing per System - 3yr	78.6%
ARS Deluxe IDDD Dialing per System - 5yr	78.6%
ARS Deluxe IDDD Dialing per System - 7yr	78.6%
ARS Deluxe 7 to 10 Digit Screen per Trans NRC	13.9%
ARS Deluxe TOD Routing per Schedule NRC	14.1%
ARS Deluxe TOD Routing per Schedule	67.1%
ARS Deluxe TOD Routing per Schedule - 3yr	66.6%
ARS Deluxe TOD Routing per Schedule - 5yr	66.0%
ARS Deluxe TOD Routing per Schedule - 7yr	65.4%
ARS Deluxe Digit 1 Delivery NRC	18.5%
CF MultiPath Per Sys, Per Arrangement NRC	20.2%
CF MultiPath Per Sys, Per Arrangement	78.6%
CF MultiPath Per Sys, Per Arrangement - 3yr	78.6%
CF MultiPath Per Sys, Per Arrangement - 5yr	78.6%
CF MultiPath Per Sys, Per Arrangement - 7yr	78.6%
Call Waiting Lamp Unique Timing State NRC	14.2%
Call Waiting Lamp Unique Timing State	14.0%
Call Waiting Lamp Unique Timing State - 3yr	14.0%
Call Waiting Lamp Unique Timing State - 5yr	14.0%
Call Waiting Lamp Unique Timing State - 7yr	14.0%
CTX Stat Identification Tie Line Group NRC	29.4%

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ILLINOIS
RESALE RATES
December 3, 1999

CTX Stat Identification Line Arranged	14.0%
CTX Stat Identification Line Arranged - 3yr	14.0%
CTX Stat Identification Line Arranged - 5yr	14.0%
CTX Stat Identification Line Arranged - 7yr	14.0%
6-Port Conference Circuit NRC	14.3%
6-Port Conference Circuit	14.8%
6-Port Conference Circuit - 3yr	14.7%
6-Port Conference Circuit - 5yr	14.7%
6-Port Conference Circuit - 7yr	14.7%
Arrangement Linking 4 Ports NRC	14.5%
Arrangement Linking 4 Ports	37.4%
Arrangement Linking 4 Ports - 3yr	37.4%
Arrangement Linking 4 Ports - 5yr	37.4%
Arrangement Linking 4 Ports - 7yr	37.4%
Conferencing Present Group NRC	21.7%
Conferencing Present Group	14.2%
Conferencing Present Group - 3yr	14.2%
Conferencing Present Group - 5yr	14.2%
Conferencing Present Group - 7yr	14.2%
System Privacy Release NRC	13.9%
System Privacy Release	78.7%
System Privacy Release - 3yr	78.7%
System Privacy Release - 5yr	78.7%
System Privacy Release - 7yr	78.7%
Cust Call Diverting Pub/Private Nwrk Facilities NRC	14.9%
Do Not Disturb Line NRC	21.6%
Do Not Disturb Line	78.5%
Do Not Disturb Line - 3yr	78.5%
Do Not Disturb Line - 5yr	78.5%
Do Not Disturb Line - 7yr	78.5%
Do Not Disturb Group of Lines NRC	14.1%
Do Not Disturb Group of Lines	78.8%
Do Not Disturb Group of Lines - 3yr	78.8%
Do Not Disturb Group of Lines - 5yr	78.8%
Do Not Disturb Group of Lines - 7yr	78.8%
EDI Served NRC	13.6%
EDI Served	78.6%
EDI Served - 3yr	78.6%
EDI Served - 5yr	78.6%
EDI Served - 7yr	78.6%
EDI 1-250 Lines Equiped NRC	14.2%
EDI 1-250 Lines Equiped	22.6%
EDI 1-250 Lines Equiped - 3yr	20.9%
EDI 1-250 Lines Equiped - 5yr	19.1%
EDI 1-250 Lines Equiped - 7yr	17.2%
EDI 251-500 Lines Equiped NRC	13.7%
EDI 251-500 Lines Equiped	22.6%
EDI 251-500 Lines Equiped - 3yr	20.9%
EDI 251-500 Lines Equiped - 5yr	19.1%
EDI 251-500 Lines Equiped - 7yr	17.2%
EDI 501-1000 Lines Equiped NRC	13.5%
EDI 501-1000 Lines Equiped	22.6%

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TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
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EDI 501-1000 Lines Equiped - 3yr	20.9%
EDI 501-1000 Lines Equiped - 5yr	19.1%
EDI 501-1000 Lines Equiped - 7yr	17.2%
EDI 1001-2000 Lines Equiped NRC	13.4%
EDI 1001-2000 Lines Equiped	22.5%
EDI 1001-2000 Lines Equiped - 3yr	20.8%
EDI 1001-2000 Lines Equiped - 5yr	19.1%
EDI 1001-2000 Lines Equiped - 7yr	17.2%
EDI 2001-4000 Lines Equiped NRC	13.4%
EDI 2001-4000 Lines Equiped	22.6%
EDI 2001-4000 Lines Equiped - 3yr	20.9%
EDI 2001-4000 Lines Equiped - 5yr	19.1%
EDI 2001-4000 Lines Equiped - 7yr	17.2%
EDI 4001+ Lines Equiped NRC	13.4%
EDI 4001+ Lines Equiped	27.1%
EDI 4001+ Lines Equiped - 3yr	24.8%
EDI 4001+ Lines Equiped - 5yr	22.3%
EDI 4001+ Lines Equiped - 7yr	19.5%
High Speed Data Line NRC	15.5%
High Speed Data Line	22.4%
High Speed Data Line - 3yr	21.0%
High Speed Data Line - 5yr	20.7%
High Speed Data Line - 7yr	20.7%
Ntwk Speed Calling 100 Number List NRC	15.2%
Ntwk Speed Calling 100 Number List	43.6%
Ntwk Speed Calling 100 Number List - 3yr	43.6%
Ntwk Speed Calling 100 Number List - 5yr	43.6%
Ntwk Speed Calling 100 Number List - 7yr	43.6%
Outgoing Deluxe Trnk Que Term NRC	14.7%
Outgoing Deluxe Trnk Que Term	20.4%
Outgoing Deluxe Trnk Que Term - 3yr	19.7%
Outgoing Deluxe Trnk Que Term - 5yr	19.4%
Outgoing Deluxe Trnk Que Term - 7yr	19.3%
Personal Call Screening Group NRC	51.8%
Personal Call Screening Group	78.6%
Personal Call Screening Group - 3yr	78.6%
Personal Call Screening Group - 5yr	78.6%
Personal Call Screening Group - 7yr	78.6%
Analog 2-wire Term Arrange NRC	15.2%
Analog 2-wire Term Arrange	15.6%
Analog 2-wire Term Arrange - 3yr	15.6%
Analog 2-wire Term Arrange - 5yr	15.6%
Analog 2-wire Term Arrange - 7yr	15.6%
Analog 4-wire Term Arrange NRC	15.2%
Analog 4-wire Term Arrange	15.6%
Analog 4-wire Term Arrange - 3yr	15.6%
Analog 4-wire Term Arrange - 5yr	15.6%
Analog 4-wire Term Arrange - 7yr	15.6%
DS1 Connection NRC	15.8%
DS1 Connection	16.2%
DS1 Connection - 3yr	15.8%
DS1 Connection - 5yr	15.6%

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ILLINOIS
RESALE RATES
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DS1 Connection - 7yr	15.5%
Tie Trunk Connection NRC	14.3%
PRI Connection NRC	18.4%
PRI Connection	16.2%
PRI Connection - 3yr	16.1%
PRI Connection - 5yr	15.9%
PRI Connection - 7yr	15.8%
PRI "D" Channel Backup NRC	13.6%
PRI "D" Channel Backup	78.6%
PRI "D" Channel Backup - 3yr	78.6%
PRI "D" Channel Backup - 5yr	78.6%
PRI "D" Channel Backup - 7yr	78.6%
PRI Ntwk Ring Again NRC	35.1%
PRI Ntwk Ring Again	14.6%
PRI Ntwk Ring Again - 3yr	14.4%
PRI Ntwk Ring Again - 5yr	14.2%
PRI Ntwk Ring Again - 7yr	14.0%
PRI Ntwk Name Display NRC	13.8%
PRI Ntwk Name Display	73.9%
PRI Ntwk Name Display - 3yr	73.2%
PRI Ntwk Name Display - 5yr	72.3%
PRI Ntwk Name Display - 7yr	71.1%
Queue Slot NRC	13.9%
Queue Slot	79.0%
Queue Slot - 3yr	79.0%
Queue Slot - 5yr	79.0%
Queue Slot - 7yr	79.0%
Special Intercept Unique Msg Arrangement NRC	14.4%
Special Intercept Unique Msg Arrangement	78.5%
Special Intercept Unique Msg Arrangement - 3yr	78.5%
Special Intercept Unique Msg Arrangement - 5yr	78.5%
Special Intercept Unique Msg Arrangement - 7yr	78.5%
Supplemental 3 Digit Dialing System NRC	14.9%
3 Digit Access Code NRC	14.1%
Trunk Verification System NRC	13.8%
Trunk Verification System	32.6%
Trunk Verification System - 3yr	32.6%
Trunk Verification System - 5yr	32.6%
Trunk Verification System - 7yr	32.6%
UCD Group w/queuing NRC	14.5%
UCD Group w/queuing	78.6%
UCD Group w/queuing - 3yr	78.6%
UCD Group w/queuing - 5yr	78.6%
UCD Group w/queuing - 7yr	78.6%
UCD Line Equipped NRC	21.6%
UCD Line Equipped	21.7%
UCD Line Equipped - 3yr	21.7%
UCD Line Equipped - 5yr	21.7%
UCD Line Equipped - 7yr	21.7%
UCD Elect Key Line NRC	21.6%
UCD Elect Key Line	23.1%
UCD Elect Key Line - 3yr	23.1%

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AMERITECH
TELEPHONE COMPANY/AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
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UCD Elect Key Line - 5yr	23.1%
UCD Elect Key Line - 7yr	23.1%
Station Feature Change, per line, per occ NRC	33.9%
ARS-Basic/Deluxe NRC	16.7%
Deluxe ARS TOD Routing NRC	14.2%
Chg Code or Report AWN NRC	16.7%
Chg or Password by Co ACM NRC	14.2%
Console Changes NRC	14.3%
Chg Prv Fac Trk Connection NRC	14.3%
Chg Prv Fac PRI Connection NRC	16.2%
Reprogram Non-Centrex Line NRC	15.1%
All Other System Feature Chg NRC	14.3%
OmniPresence Service Charge NRC - 1 Mo	18.6%
OmniPresence Service Charge NRC - 36 Mo	18.6%
OmniPresence Service Charge NRC - 60 Mo	18.4%
OmniPresence Service Charge NRC - 84 Mo	18.3%
OmniPresence Service Charge 1 Mo	94.8%
OmniPresence Service Charge 36 Mo	94.8%
OmniPresence Service Charge 60 Mo	94.8%
OmniPresence Service Charge 84 Mo	94.8%

IL **PRIVATE LINE**

Item	Discount

BUS

LDC Base Rate 2.4 Kbps mo	16.7%
LDC Base Rate 2.4 Kbps 1yr	16.6%
LDC Base Rate 2.4 Kbps 3yr	16.5%
LDC Base Rate 2.4 Kbps 5yr	16.5%
LDC Base Rate 4.8 Kbps mo	16.7%
LDC Base Rate 4.8 Kbps 1yr	16.6%
LDC Base Rate 4.8 Kbps 3yr	16.5%
LDC Base Rate 4.8 Kbps 5yr	16.5%
LDC Base Rate 9.6 Kbps mo	16.7%
LDC Base Rate 9.6 Kbps 1yr	16.6%
LDC Base Rate 9.6 Kbps 3yr	16.5%
LDC Base Rate 9.6 Kbps 5yr	16.5%
LDC Base Rate 19.2 Kbps mo	16.7%
LDC Base Rate 19.2 Kbps 1yr	16.6%
LDC Base Rate 19.2 Kbps 3yr	16.5%
LDC Base Rate 19.2 Kbps 5yr	16.5%
LDC Base Rate 56 Kbps mo	16.7%
LDC Base Rate 56 Kbps 1yr	16.6%
LDC Base Rate 56 Kbps 3yr	16.5%
LDC Base Rate 56 Kbps 5yr	16.5%
LDC Base Rate 64 Kbps mo	16.7%
LDC Base Rate 64 Kbps 1yr	16.6%
LDC Base Rate 64 Kbps 3yr	16.5%
LDC Base Rate 64 Kbps 5yr	16.5%
CMT 2.4 Kbps mo	15.8%
CMT 2.4 Kbps 1yr	15.9%
CMT 2.4 Kbps 3yr	15.8%
CMT 2.4 Kbps 5yr	15.7%

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TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
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CMT 4.8 Kbps mo	15.8%
CMT 4.8 Kbps 1yr	15.9%
CMT 4.8 Kbps 3yr	15.8%
CMT 4.8 Kbps 5yr	15.7%
CMT 9.6 Kbps mo	15.8%
CMT 9.6 Kbps 1yr	15.9%
CMT 9.6 Kbps 3yr	15.8%
CMT 9.6 Kbps 5yr	15.7%
CMT 19.2 Kbps mo	15.8%
CMT 19.2 Kbps 1yr	15.9%
CMT 19.2 Kbps 3yr	15.8%
CMT 19.2 Kbps 5yr	15.7%
CMT 56 Kbps mo	15.8%
CMT 56 Kbps 1yr	15.9%
CMT 56 Kbps 3yr	15.8%
CMT 56 Kbps 5yr	15.7%
CMT 64 Kbps mo	15.8%
CMT 64 Kbps 1yr	15.9%
CMT 64 Kbps 3yr	15.8%
CMT 64 Kbps 5yr	15.7%
CM 2.4 Kbps mo	18.4%
CM 2.4 Kbps 1yr	16.0%
CM 2.4 Kbps 3yr	15.6%
CM 2.4 Kbps 5yr	15.4%
CM 4.8 Kbps mo	18.4%
CM 4.8 Kbps 1yr	16.0%
CM 4.8 Kbps 3yr	15.6%
CM 4.8 Kbps 5yr	15.4%
CM 9.6 Kbps mo	18.4%
CM 9.6 Kbps 1yr	16.0%
CM 9.6 Kbps 3yr	15.6%
CM 9.6 Kbps 5yr	15.4%
CM 19.2 Kbps mo	18.4%
CM 19.2 Kbps 1yr	16.0%
CM 19.2 Kbps 3yr	15.6%
CM 19.2 Kbps 5yr	15.4%
CM 56 Kbps mo	18.4%
CM 56 Kbps 1yr	16.0%
CM 56 Kbps 3yr	15.6%
CM 56 Kbps 5yr	15.4%
CM 64 Kbps mo	18.4%
CM 64 Kbps 1yr	16.0%
CM 64 Kbps 3yr	15.6%
CM 64 Kbps 5yr	15.4%
Bridging mo	16.3%
Bridging 1yr	16.2%
Bridging 3yr	16.1%
Bridging 5yr	16.1%
Base Rate Term for ARS mo	15.8%
Base Rate Term for ARS 1yr	15.7%
Base Rate Term for ARS 3yr	15.5%
Base Rate Term for ARS 5yr	15.4%

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ILLINOIS
RESALE RATES
December 3, 1999

LDC 1.544 Mbps Area A month	15.1%
LDC 1.544 Mbps Area A 1 year	15.0%
LDC 1.544 Mbps Area A 3 year	17.3%
LDC 1.544 Mbps Area A 5 year	17.1%
LDC 1.544 Mbps Area A 1 year (pre 4/23/97)	17.2%
CMT 1.544 Mbps Monthly	17.2%
CMT 1.544 Mbps 1 year	16.9%
CMT 1.544 Mbps 3 year	16.6%
CMT 1.544 Mbps 5 year	16.4%
CM 1.544 Mbps, per mi Monthly	24.4%
CM 1.544 Mbps, per mi 1 year	32.7%
CM 1.544 Mbps, per mi 3 year	22.2%
CM 1.544 Mbps, per mi 5 year	21.1%
CO MUX 1.544 Mbps Monthly	15.1%
CO MUX 1.544 Mbps 1 year	15.1%
CO MUX 1.544 Mbps 3 year	15.0%
CO MUX 1.544 Mbps	14.9%
MUX Analog Conn 1.544 Mbps Monthly	18.4%
MUX Analog Conn 1.544 Mbps 1 year	18.4%
MUX Analog Conn 1.544 Mbps 3 year	18.4%
MUX Analog Conn 1.544 Mbps 5 year	18.4%
MUX Digital Conn 1.544 Mbps Monthly	18.4%
MUX Digital Conn 1.544 Mbps 1 year	18.4%
MUX Digital Conn 1.544 Mbps 3 year	18.4%
MUX Digital Conn 1.544 Mbps 5 year	18.4%
Clear Channel Capability, per DS1 NRC	82.2%
ARS System Loc Fract DS1 Port Term mo	16.4%
ARS System Loc Fract DS1 Port Term 1yr	16.3%
ARS System Loc Fract DS1 Port Term 3yr	16.1%
ARS System Loc Fract DS1 Port Term 5yr	16.0%
DS1 to DS1 Cross Connect 3 days	15.2%
DS1 to DS1 Cross Connect 1 day	15.2%
44.736 Mbps DS3 Area A, mo	17.4%
44.736 Mbps DS3 Area A, 1 year	17.4%
44.736 Mbps DS3 Area A 3 year	17.0%
44.736 Mbps DS3 Area A, 5 year	16.3%
44.736 Mbps DS3B Area A, mo	18.2%
44.736 Mbps DS3B Area A, 1 year	18.2%
44.736 Mbps DS3B Area A 3 year	17.8%
44.736 Mbps DS3B Area A, 5 year	16.9%
44.736 Mbps DS3C Area A, mo	19.3%
44.736 Mbps DS3C Area A, 1 year	19.3%
44.736 Mbps DS3C Area A 3 year	18.9%
44.736 Mbps DS3C Area A, 5 year	17.4%
44.736 Mbps DS3F Area A, mo	16.7%
44.736 Mbps DS3F Area A, 1 year	16.7%
44.736 Mbps DS3F Area A 3 year	16.3%
44.736 Mbps DS3F Area A, 5 year	15.6%
44.736 Mbps DS3L Area A, mo	17.8%
44.736 Mbps DS3L Area A, 1 year	17.8%
44.736 Mbps DS3L Area A 3 year	17.2%
44.736 Mbps DS3L Area A, 5 year	16.1%

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AMERITECH
TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
December 3, 1999

44.736 Mbps DS3X Area A, mo	17.2%
44.736 Mbps DS3X Area A, 1 year	17.2%
44.736 Mbps DS3X Area A 3 year	16.5%
44.736 Mbps DS3X Area A, 5 year	16.0%
DS Channel Term	16.8%
CMT 44.736 Mbps DS3 mo	16.7%
CMT 44.736 Mbps DS3 1yr	16.6%
CMT 44.736 Mbps DS3 3yr	16.4%
CMT 44.736 Mbps DS3 5yr	16.2%
CM 44.736 Mbps DS3 Monthly	18.8%
CM 44.736 Mbps DS3 1 year	18.5%
CM 44.736 Mbps DS3 3 year	18.1%
CM 44.736 Mbps DS3 5 year	17.9%
MUX DS3 to DS1 Monthly	17.3%
MUX DS3 to DS1 1 year	17.2%
MUX DS3 to DS1 3 year	16.9%
MUX DS3 to DS1 5 year	16.7%
MUX DS3 to Base Rate Monthly	15.2%
MUX DS3 to Base Rate 1 year	15.2%
MUX DS3 to Base Rate 3 year	15.2%
MUX DS3 to Base Rate 5 year	15.2%
Addl 24 V/Base Rate Chan, per 24 chan Monthly	15.2%
Addl 24 V/Base Rate Chan, per 24 chan 1 year	15.2%
Addl 24 V/Base Rate Chan, per 24 chan 3 year	15.2%
Addl 24 V/Base Rate Chan, per 24 chan 5 year	15.2%
ARS Sys Loc Port Term, per DS3 Term mo	15.2%
ARS Sys Loc Port Term, per DS3 Term 1yr	15.2%
ARS Sys Loc Port Term, per DS3 Term 3yr	15.2%
ARS Sys Loc Port Term, per DS3 Term 5yr	15.2%
DS1 to DS1 Cross Connect 3 Days	15.2%
DS1 to DS1 Cross Connect 1 Day	15.2%
DS3 to DS3 Cross Connect 3 Days	15.2%
DS3 to DS3 Cross Connect 1 Day	15.2%
ARS, Customer DB NRC	15.2%
ARS, Customer DB	15.2%
ARS, Customer DB 1 yr	15.2%
ARS, Customer DB 3 yr	15.2%
ARS, Customer DB 5 yr	15.2%
Database Modification NRC	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
ARS Access Arrange	15.2%
Attendant Access, 1st 30 min	15.2%
Attendant Access, Addl 15 min	15.2%
ARS Training per hour - NRC	0.0%
FD 1st mi or fraction	6.4%
FD 1st mi or fraction	6.4%
FD Addl mi or fraction	8.1%
FD Addl mi or fraction	8.1%
Ameritech ProtectPath 1.5 Svc Chg - per arrangement	15.0%

TBD - To Be Determined
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AMERITECH
TELEPHONE COMPANY
ILLINOIS
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APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Ameritech ProtectPath 45 Svc Chg - per arrangement	15.0%
Ameritech Frame Relay Admin Chg - per order	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 56 Kbps	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 64 Kbps	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 128 Kbps	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 256 Kbps	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 384 Kbps	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 1.544 Mbps	5.9%
Ameritech Frame Relay Cancel of App of Svc Chg - per 44.736 Mbps	5.9%
Ameritech Frame Relay Cust Req Order Delay Chrg - per UNI	5.9%
Ameritech Frame Relay Cust Req Order Delay Chrg - per NNI	5.9%
Ameritech Frame Relay Cust Req Order Delay Chrg - per Hub	5.9%
Ameritech Frame Relay Cust Req Order Delay Chrg - per Hub	5.9%
Ameritech Frame Relay Change Charge - per order (max 20 chg)	5.9%
Ameritech Frame Relay UNI Connection - per UNI 56 Kbps N	5.2%
Ameritech Frame Relay UNI Connection - per UNI 64 Kbps N	5.2%
Ameritech Frame Relay UNI Connection - per UNI 128 Kbps N	5.1%
Ameritech Frame Relay UNI Connection - per UNI 256 Kbps N	5.1%
Ameritech Frame Relay UNI Connection - per UNI 384 Kbps N	5.1%
Ameritech Frame Relay UNI Connection - per UNI 1.544 Mbps	5.1%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbps	5.5%
Ameritech Frame Relay UNI Connection - per UNI 56 Kbps 12	5.2%
Ameritech Frame Relay UNI Connection - per UNI 64 Kbps 12	5.2%
Ameritech Frame Relay UNI Connection - per UNI 128 Kbps 1	5.6%
Ameritech Frame Relay UNI Connection - per UNI 256 Kbps 1	5.4%
Ameritech Frame Relay UNI Connection - per UNI 384 Kbps 1	5.4%
Ameritech Frame Relay UNI Connection - per UNI 1.544 Mbps	5.4%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbps	4.9%
Ameritech Frame Relay UNI Connection - per UNI 56 Kbps 36	5.1%
Ameritech Frame Relay UNI Connection - per UNI 64 Kbps 36	5.1%
Ameritech Frame Relay UNI Connection - per UNI 128 Kbps 3	5.4%
Ameritech Frame Relay UNI Connection - per UNI 256 Kbps 3	5.2%
Ameritech Frame Relay UNI Connection - per UNI 384 Kbps 3	5.2%
Ameritech Frame Relay UNI Connection - per UNI 1.544 Mbps	5.1%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbps	5.0%
Ameritech Frame Relay UNI Connection - per UNI 56 Kbps 60	5.1%
Ameritech Frame Relay UNI Connection - per UNI 64 Kbps 60	5.1%
Ameritech Frame Relay UNI Connection - per UNI 128 Kbps 6	5.3%
Ameritech Frame Relay UNI Connection - per UNI 256 Kbps 6	5.1%
Ameritech Frame Relay UNI Connection - per UNI 384 Kbps 6	5.1%
Ameritech Frame Relay UNI Connection - per UNI 1.544 Mbps	5.2%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbps	5.0%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kbps	5.2%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kbps	5.2%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544 Mbps	5.1%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.736 Mbps	5.2%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kbps	5.4%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kbps	5.4%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544 Mbps	5.5%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.736 Mbps	5.0%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kbps	5.4%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kbps	5.4%

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AMERITECH
 TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
 ILLINOIS
 RESALE RATES
 December 3, 1999

Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544	5.3%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.73	5.0%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 56 Kb	5.5%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 64 Kb	5.5%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 1.544	5.3%
Am Frame Relay Hubbed UNI Connection - per Hub UNI 44.73	5.1%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 56	11.8%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 64	11.8%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 1.5	5.2%
Am Frame Relay Hubbed UNI Conn - per Hub UNI X-Conn 44.	8.7%
Ameritech Frame Relay NNI Connection - per NNI 56 Kbps NR	5.2%
Ameritech Frame Relay NNI Connection - per NNI 64 Kbps NR	5.2%
Ameritech Frame Relay NNI Connection - per NNI 1.544 Mbps	5.1%
Ameritech Frame Relay UNI Connection - per UNI 44.736 Mbp	5.5%
Ameritech Frame Relay NNI Connection - per NNI 56 Kbps 12	5.2%
Ameritech Frame Relay NNI Connection - per NNI 64 Kbps 12	5.2%
Ameritech Frame Relay NNI Connection - per NNI 1.544 Mbps	5.4%
Ameritech Frame Relay NNI Connection - per NNI 44.736 Mbp	4.9%
Ameritech Frame Relay NNI Connection - per NNI 56 Kbps 36	5.1%
Ameritech Frame Relay NNI Connection - per NNI 64 Kbps 36	5.1%
Ameritech Frame Relay NNI Connection - per NNI 1.544 Mbps	5.1%
Ameritech Frame Relay NNI Connection - per NNI 44.736 Mbp	5.0%
Ameritech Frame Relay NNI Connection - per NNI 56 Kbps 60	5.1%
Ameritech Frame Relay NNI Connection - per NNI 64 Kbps 60	5.1%
Ameritech Frame Relay NNI Connection - per NNI 1.544 Mbps	5.2%
Ameritech Frame Relay NNI Connection - per NNI 44.736 Mbp	5.0%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.2%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.2%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.5%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.0%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.1%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	4.9%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.0%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 56 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 64 Kb	5.3%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 1.544	4.9%
Am Frame Relay Hubbed NNI Connection - per Hub NNI 44.73	5.1%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 56	8.7%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 64	8.7%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 1.5	5.0%
Am Frame Relay Hubbed NNI Conn - per Hub NNI X-Conn 44.	8.7%
Ameritech Frame Relay Per PVC at CIR - 0 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 8 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.6 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 16 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 19.2 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 28 Kbps NRC	4.9%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Ameritech Frame Relay Per PVC at CIR - 32 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 56 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 64 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 128 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 192 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 256 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 320 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 384 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 448 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 512 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 576 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 640 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 704 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 768 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 832 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 896 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 960 Kbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 0 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 8 Kbps 12 Mo	4.1%
Ameritech Frame Relay Per PVC at CIR - 9.6 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 16 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 19.2 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 28 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 32 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 56 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 64 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 128 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 192 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 256 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 320 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 384 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 448 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 512 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 576 Kbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 640 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 704 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 768 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 832 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 896 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 960 Kbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 0 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 8 Kbps 36 Mo	4.1%
Ameritech Frame Relay Per PVC at CIR - 9.6 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 16 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 19.2 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 28 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 32 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 56 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 64 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 128 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 192 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 256 Kbps 36 Mo	4.9%

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AMERITECH
TELEPHONE COMPANY
ILLINOIS
RESALE RATES
December 3, 1999

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Ameritech Frame Relay Per PVC at CIR - 320 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 384 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 448 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 512 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 576 Kbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 640 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 704 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 768 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 832 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 896 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 960 Kbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 0 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 8 Kbps 60 Mo	4.1%
Ameritech Frame Relay Per PVC at CIR - 9.6 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 16 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 19.2 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 28 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 32 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 56 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 64 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 128 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 192 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 256 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 320 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 384 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 448 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 512 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 576 Kbps 60 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 640 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 704 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 768 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 832 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 896 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 960 Kbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.024 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.088 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.152 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.216 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.280 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.344 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.408 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.472 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.536 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.544 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 3.088 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 4.632 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 6.176 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 7.720 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.264 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 10.808 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 12.350 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 13.896 Mbps NRC	4.9%

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TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
ILLINOIS
RESALE RATES
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Ameritech Frame Relay Per PVC at CIR - 15.440 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 16.984 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 18.528 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 20.072 Mbps NRC	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.024 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.088 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.152 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.216 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.280 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.344 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.408 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.472 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.536 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.544 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 3.088 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 4.632 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 6.176 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 7.720 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.264 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 10.808 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 12.350 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 13.896 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 15.440 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 16.984 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 18.528 Mbps 12 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 20.072 Mbps 12 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 1.024 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.088 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.152 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.216 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.280 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.344 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.408 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.472 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.536 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.544 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 3.088 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 4.632 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 6.176 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 7.720 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.264 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 10.808 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 12.350 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 13.896 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 15.440 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 16.984 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 18.528 Mbps 36 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 20.072 Mbps 36 Mo	5.0%
Ameritech Frame Relay Per PVC at CIR - 1.024 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.088 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.152 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.216 Mbps 60 Mo	4.9%

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 ILLINOIS
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 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Ameritech Frame Relay Per PVC at CIR - 1.280 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.344 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.408 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.472 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.536 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 1.544 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 3.088 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 4.632 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 6.176 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 7.720 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 9.264 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 10.808 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 12.350 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 13.896 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 15.440 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 16.984 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 18.528 Mbps 60 Mo	4.9%
Ameritech Frame Relay Per PVC at CIR - 20.072 Mbps 60 Mo	5.0%
Ameritech Frame Relay Promo UNI Connection per UNI 56 Kb	4.7%
Ameritech Frame Relay Promo UNI Connection per UNI 128 Kb	5.0%
Ameritech Frame Relay Promo UNI Connection per UNI 256 Kb	4.9%
Ameritech Frame Relay Promo UNI Connection per UNI 384 Kb	4.9%
Ameritech Frame Relay Promo UNI Connection per UNI 1.544	5.1%
Admin Chrg - per order - OC-3 Dedicated Ring NRC	12.9%
Admin Chrg - per order - OC-12 Dedicated Ring NRC	12.9%
Admin Chrg - per order - OC-48 Dedicated Ring NRC	12.9%
Design & CO Conn Chrg - per order - OC-3 Dedicated Ring NRC	13.7%
Design & CO Conn Chrg - per order - OC-12 Dedicated Ring NRC	13.7%
Design & CO Conn Chrg - per order - OC-48 Dedicated Ring NRC	13.7%
Re-Map Svc - Init svc script est/test chrg Per OC-3 Ring NRC	13.9%
Re-Map Svc - Init svc script est/test chrg Per OC-12 Ring NRC	14.7%
Re-Map Svc - Init svc script est/test chrg Per OC-12 DDN Ring NRC	13.9%
Re-Map Svc - Init svc script est/test chrg Per OC-48 Ring NRC	14.5%
Re-Map Svc - Sub svc script activity chrg Per OC-3 Ring NRC	13.9%
Re-Map Svc - Sub svc script activity chrg Per OC-12 Ring NRC	14.7%
Re-Map Svc - Sub svc script activity chrg Per OC-12 DDN Ring NRC	13.9%
Re-Map Svc - Sub svc script activity chrg Per OC-48 Ring NRC	15.2%
Re-Map Svc - Scheduled test chrg Per OC-3 Ring NRC	14.6%
Re-Map Svc - Scheduled test chrg Per OC-12 Ring NRC	15.9%
Re-Map Svc - Scheduled test chrg Per OC-12 DDN Ring NRC	14.6%
Re-Map Svc - Scheduled test chrg Per OC-48 Ring NRC	16.8%
Re-Map Svc - Emergency Re-Map Activation Per OC-3 Ring NRC	14.6%
Re-Map Svc - Emergency Re-Map Activation Per OC-12 Ring NRC	15.9%
Re-Map Svc - Emergency Re-Map Activation Per OC-12 DDN Ring NRC	14.6%
Re-Map Svc - Emergency Re-Map Activation Per OC-48 Ring NRC	16.7%
Dedicated Ring-Node-OC-3-Cust Prem-First - 36 Mo	13.8%
Dedicated Ring-Node-OC-3-Cust Prem-First Re-Map - 36 Mo	12.3%
Dedicated Ring-Node-OC-3-Cust Prem-Additional - 36 Mo	13.5%
Dedicated Ring-Node-OC-3-Cust Prem-Additional Re-Map - 36 Mo	15.6%
Dedicated Ring-Node-OC-3-CO-36 Mo	17.0%
Dedicated Ring-Node-OC-3-Cust Prem-First - 60 Mo	17.0%
Dedicated Ring-Node-OC-3-Cust Prem-First Re-Map - 60 Mo	15.1%

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Dedicated Ring-Node-OC-3-Cust Prem-Additional - 60 Mo	13.5%
Dedicated Ring-Node-OC-3-Cust Prem-Additional Re-Map - 60 Mo	15.0%
Dedicated Ring-Node-OC-3-CO- 60 Mo	16.7%
Dedicated Ring-Node-OC-12-Cust Prem-First - 36 Mo	18.1%
Dedicated Ring-Node-OC-12-Cust Prem-First Re-Map - 36 Mo	16.6%
Dedicated Ring-Node-OC-12-Cust Prem-Additional - 36 Mo	13.5%
Dedicated Ring-Node-OC-12-Cust Prem-Additional Re-Map - 36 Mo	16.5%
Dedicated Ring-Node-OC-12-CO- 36 Mo	17.9%
Dedicated Ring-Node-OC-12-Cust Prem-First - 60 Mo	17.8%
Dedicated Ring-Node-OC-12-Cust Prem-First Re-Map - 60 Mo	15.8%
Dedicated Ring-Node-OC-12-Cust Prem-Additional - 60 Mo	13.5%
Dedicated Ring-Node-OC-12-Cust Prem-Additional Re-Map - 60 Mo	15.8%
Dedicated Ring-Node-OC-12-CO- 60 Mo	17.4%
Dedicated Ring-Node- Direct Drop -Cust Prem-First - 36 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-First Re-Map - 36 Mo	17.9%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional - 36 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional Re-Map - 36 Mo	17.9%
Dedicated Ring-Node-Direct Drop -CO-36 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-First - 60 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-First Re-Map - 60 Mo	16.8%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional - 60 Mo	13.5%
Dedicated Ring-Node- Direct Drop -Cust Prem-Additional Re-Map - 60 Mo	16.8%
Dedicated Ring-Node-Direct Drop -CO- 60 Mo	13.5%
Dedicated Ring-Node-OC-48-Cust Prem-First - 36 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-First Re-Map - 36 Mo	18.4%
Dedicated Ring-Node-OC-48-Cust Prem-Additional - 36 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-Additional Re-Map - 36 Mo	17.8%
Dedicated Ring-Node-OC-48-CO- 36 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-First - 60 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-First Re-Map - 60 Mo	17.3%
Dedicated Ring-Node-OC-48-Cust Prem-Additional - 60 Mo	92.4%
Dedicated Ring-Node-OC-48-Cust Prem-Additional Re-Map - 60 Mo	16.8%
Dedicated Ring-Node-OC-48-CO- 60 Mo	92.4%
Dedicated Ring-Node-NRC-Cust Prem-Subs In-NRC	17.2%
Dedicated Ring-Node-NRC-Cust Prem Re-Map -Subs In-NRC	13.7%
Dedicated Ring-Node-NRC-CO-Subseq instal-NRCI	16.6%
Dedicated Ring-OC48 Add/Drop Capability, per arr 36 Mo	92.4%
Dedicated Ring-OC48 Add/Drop Capability, per arr 60 Mo	92.4%
Dedicated Ring-OC48 Add/Drop Capability, Re-Map per arr 36 Mo	17.9%
Dedicated Ring-OC48 Add/Drop Capability, Re-Map per arr 60 Mo	17.0%
Dedicated Ring-Node-NRC-Subsequent install	13.5%
Dedicated Ring-Ports per Node-DS1 at OC3-36 Mo	17.7%
Dedicated Ring-Ports per Node-DS3 at OC3-36 Mo	17.0%
Dedicated Ring-Ports per Node-DS3 at OC12 DDN-36 Mo	13.5%
Dedicated Ring-Ports per Node-DS3 at OC12-36 Mo	18.2%
Dedicated Ring-Ports per Node-OC3 at OC12-36 Mo	16.5%
Dedicated Ring-Ports per Node-DS1 at OC12 DDN-36 Mo	13.5%
Dedicated Ring-Ports per Node-DS1 at OC12-36 Mo	17.7%
Dedicated Ring-Ports per Node-OC-12 at OC48-36 Mo	92.4%
Dedicated Ring-Ports per Node-OC3 at OC48-36 Mo	92.4%
Dedicated Ring-Ports per Node-DS3 at OC48-36 Mo	92.4%
Dedicated Ring-Ports per Node-DS1 at OC48-36 Mo	92.4%

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Dedicated Ring-Ports per Node-DS1 at OC3-60 Mo	18.2%
Dedicated Ring-Ports per Node-DS3 at OC3-60 Mo	17.1%
Dedicated Ring-Ports per Node-DS3 at OC12 DDN-60 Mo	13.5%
Dedicated Ring-Ports per Node-DS3 at OC12-60 Mo	18.4%
Dedicated Ring-Ports per Node-OC3 at OC12-60 Mo	16.5%
Dedicated Ring-Ports per Node-DS1 at OC12 DDN-60 Mo	13.5%
Dedicated Ring-Ports per Node-DS1 at OC12-60 Mo	18.2%
Dedicated Ring-Ports per Node-OC-12 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-OC3 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-DS3 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-DS1 at OC48-60 Mo	92.4%
Dedicated Ring-Ports per Node-NRC subs install OC-12	13.5%
Dedicated Ring-Ports per Node-NRC subs install OC-3	17.2%
Dedicated Ring-Ports per Node-NRC subs install DS3	16.8%
Dedicated Ring-Ports per Node-NRC subs install DS1	16.7%
Dedicated Ring-Mileage OC-3 - 36 Mo	18.2%
Dedicated Ring-Mileage OC-12 - 36 Mo	16.0%
Dedicated Ring-Mileage OC-48 - 36 Mo	92.4%
Dedicated Ring-Mileage OC-3 - 60 Mo	17.8%
Dedicated Ring-Mileage OC-12 - 60 Mo	15.7%
Dedicated Ring-Mileage OC-48 - 60 Mo	92.4%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty per OC-3	16.8%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty per OC-3	16.7%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty Re-Map	14.7%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty Re-Map	14.3%
Dedicated Ring-Optcl to Elctrl DS1 Add/Drop Capblty per OC-3	16.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-3	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-3	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-3	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-4	14.9%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-3	14.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-3	14.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-4	14.7%
Dedicated Ring - Re-Map Cap per DS1 Re-Map Block at OC-4	14.7%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-3	14.8%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-12	14.8%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-3	14.6%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Port at OC-12	14.6%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-3	14.6%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-4	16.4%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-3	14.5%
Dedicated Ring - Re-Map Cap per DS3 Re-Map Block at OC-4	16.1%
Dedicated Ring - Re-Map Cap per OC-3 Re-Map Port at OC-1	15.2%
Dedicated Ring - Re-Map Cap per OC-3 Re-Map Port at OC-4	14.8%
Dedicated Ring - Re-Map Cap per OC-3 Re-Map Port at OC-1	14.9%
Dedicated Ring - Re-Map Cap per OC-3 Re-Map Port at OC-4	14.5%
Dedicated Ring - Re-Map Cap per OC-12 Re-Map Port at OC-3	14.1%
Dedicated Ring - Re-Map Cap per OC-12 Re-Map Port at OC-3	14.0%
Dedicated Ring-Regenerator OC-3 36 Mo	17.1%
Dedicated Ring-Regenerator OC-12 36 Mo	17.9%
Dedicated Ring-Regenerator OC-48 36 Mo	92.4%
Dedicated Ring-Regenerator OC-3 60 Mo	16.7%

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Dedicated Ring-Regenerator OC-12 60 Mo	17.5%
Dedicated Ring-Regenerator OC-48 60 Mo	92.4%
Dedicated Ring-Regenerator NRC for subsequent install	17.0%
Shared Network Arrangement NRC for processing charge	13.5%
ALIS Admin Charge - NRC	13.2%
ALIS Design & Connection, per channel - NRC	14.3%
ALIS Customer Connect Charge - NRC	13.3%
ALIS Wire Ctr Term, per term Monthly Extension	24.3%
ALIS Wire Ctr Term, per term 36 mo	22.6%
ALIS Wire Ctr Term, per term 60 mo	21.2%
ALIS Wire Ctr Term, per term 84 mo	19.8%
ALIS Node Term, per point of term Monthly Extension	19.5%
ALIS Node Term, per point of term 36 mo	18.4%
ALIS Node Term, per point of term 60 mo	17.6%
ALIS Node Term, per point of term 84 mo	16.8%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	44.9%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	41.4%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	39.9%
ALIS Node Term, Fiber Optic Facilities - facility route, per 1/10	39.5%
ALIS Node Port, per 4 Mbps CI Monthly Extension	20.9%
ALIS Node Port, per 4 Mbps CI 36 mo	19.7%
ALIS Node Port, per 4 Mbps CI 60 mo	18.6%
ALIS Node Port, per 4 Mbps CI 84 mo	17.7%
ALIS Node Port, per 10 Mbps CI Monthly Extension	20.4%
ALIS Node Port, per 10 Mbps CI 36 mo	19.2%
ALIS Node Port, per 10 Mbps CI 60 mo	18.2%
ALIS Node Port, per 10 Mbps CI 84 mo	17.4%
ALIS Node Port, per 16 Mbps CI Monthly Extension	20.9%
ALIS Node Port, per 16 Mbps CI 36 mo	19.7%
ALIS Node Port, per 16 Mbps CI 60 mo	18.6%
ALIS Node Port, per 16 Mbps CI 84 mo	17.7%
ALIS Node Port, per 1 Gbps CI Monthly Extension	14.4%
ALIS Node Port, per 1 Gbps CI 36 mo	14.3%
ALIS Node Port, per 1 Gbps CI 60 mo	14.2%
ALIS Node Port, per 1 Gbps CI 84 mo	14.1%
ALIS Channel Mileage, per inter-wire ctr mile Monthly Extension	40.7%
ALIS Channel Mileage, per inter-wire ctr mile 36 mo	37.5%
ALIS Channel Mileage, per inter-wire ctr mile 60 mo	36.2%
ALIS Channel Mileage, per inter-wire ctr mile 84 mo	35.6%
ALIS Uninterrupted Power Supply UPS, per node term Monthly	21.7%
ALIS Uninterrupted Power Supply UPS, per node term 36 mo	20.3%
ALIS Uninterrupted Power Supply UPS, per node term 60 mo	18.5%
ALIS Uninterrupted Power Supply UPS, per node term 84 mo	18.1%
ALIS Secondary UPS, per node term Monthly Extension	20.8%
ALIS Secondary UPS, per node term 36 mo	19.5%
ALIS Secondary UPS, per node term 60 mo	18.5%
ALIS Secondary UPS, per node term 84 mo	17.6%
ALIS Secondary TDM Switch Mod, per node term Monthly Extension	17.4%
ALIS Secondary TDM Switch Mod, per node term 36 mo	16.7%
ALIS Secondary TDM Switch Mod, per node term 60 mo	16.1%
ALIS Secondary TDM Switch Mod, per node term 84 mo	15.5%
ALIS DTF Channel Mileage, per interoffice mi Monthly Extension	40.7%

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ALIS DTF Channel Mileage, per interoffice mi 36 mo	37.5%
ALIS DTF Channel Mileage, per interoffice mi 60 mo	36.2%
ALIS DTF Channel Mileage, per interoffice mi 84 mo	35.6%
ALIS DTF Node Termination Facilities, per node termination M	21.9%
ALIS DTF Node Termination Facilities, per node termination 36	20.5%
ALIS DTF Node Termination Facilities, per node termination 60	31.5%
ALIS DTF Node Termination Facilities, per node termination 84	18.3%
ALIS DTF Facility Route, per 1/10 mile Monthly Extension	44.9%
ALIS DTF Facility Route, per 1/10 mile 36 mo	41.4%
ALIS DTF Facility Route, per 1/10 mile 60 mo	39.9%
ALIS DTF Facility Route, per 1/10 mile 84 mo	39.5%
Ameritech 128, 256 & 384 Service - Admin Charge Area A	12.7%
Ameritech 128, 256 & 384 Service - Admin Charge Area B	12.7%
Ameritech 128, 256 & 384 Service - Admin Charge Area C	12.7%
Ameritech 128, 256 & 384 Service - Design & CO Connect Cha	12.9%
Ameritech 128, 256 & 384 Service - Design & CO Connect Cha	12.9%
Ameritech 128, 256 & 384 Service - Design & CO Connect Cha	12.9%
Ameritech 128, 256 & 384 Service - Customer Connect Charge	13.0%
Ameritech 128, 256 & 384 Service - Customer Connect Charge	13.0%
Ameritech 128, 256 & 384 Service - Customer Connect Charge	13.0%
Ameritech 128, 256 & 384 Service - LDC Area A Mo	38.6%
Ameritech 128, 256 & 384 Service - LDC Area A 12 Mo	39.5%
Ameritech 128, 256 & 384 Service - LDC Area A 36 Mo	26.0%
Ameritech 128, 256 & 384 Service - LDC Area A 60 Mo	25.9%
Ameritech 128, 256 & 384 Service - LDC Area B Mo	31.1%
Ameritech 128, 256 & 384 Service - LDC Area B 12 Mo	32.2%
Ameritech 128, 256 & 384 Service - LDC Area B 36 Mo	19.4%
Ameritech 128, 256 & 384 Service - LDC Area B 60 Mo	19.2%
Ameritech 128, 256 & 384 Service - LDC Area C Mo	24.5%
Ameritech 128, 256 & 384 Service - LDC Area C 12 Mo	25.6%
Ameritech 128, 256 & 384 Service - LDC Area C 36 Mo	18.0%
Ameritech 128, 256 & 384 Service - LDC Area C 60 Mo	17.7%
Ameritech 128, 256 & 384 Service - CMT Area A Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area A 12 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area A 36 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area A 60 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area B Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area B 12 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area B 36 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area B 60 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area C Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area C 12 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area C 36 Mo	17.5%
Ameritech 128, 256 & 384 Service - CMT Area C 60 Mo	17.5%
Ameritech 128, 256 & 384 Service - Channel Mileage Area A	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area A	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area A	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area A	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area B	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area B	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area B	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area B	20.3%

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Ameritech 128, 256 & 384 Service - Channel Mileage Area C	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area C	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area C	20.3%
Ameritech 128, 256 & 384 Service - Channel Mileage Area C	20.3%
Ameritech 128, 256 & 384 Service - Shrd Ntwk Arr Proc Chrg	13.5%
Ameritech 128, 256 & 384 Service - Shrd Ntwk Arr Proc Chrg	13.5%
Ameritech 128, 256 & 384 Service - Shrd Ntwk Arr Proc Chrg	13.5%
Ameritech DS1 Service Admin Charge Area A NRC	12.7%
Ameritech DS1 Service Admin Charge Area B NRC	12.7%
Ameritech DS1 Service Admin Charge Area C NRC	12.7%
Ameritech DS1 Design & CO Connection Charge Area A NR	12.9%
Ameritech DS1 Design & CO Connection Charge Area B NR	12.9%
Ameritech DS1 Design & CO Connection Charge Area C NR	12.9%
Ameritech DS1 Customer Connection Charge Area A NRC	13.0%
Ameritech DS1 Customer Connection Charge Area B NRC	13.0%
Ameritech DS1 Customer Connection Charge Area C NRC	13.0%
Ameritech DS1 Service - LDC Area A monthly	15.1%
Ameritech DS1 Service - LDC Area A 12 mo	15.0%
Ameritech DS1 Service - LDC Area A 36 mo	17.3%
Ameritech DS1 Service - LDC Area A 60 mo	17.1%
Ameritech DS1 Service - LDC Area B monthly	17.3%
Ameritech DS1 Service - LDC Area B 12 mo	17.1%
Ameritech DS1 Service - LDC Area B 36 mo	17.0%
Ameritech DS1 Service - LDC Area B 60 mo	16.8%
Ameritech DS1 Service - LDC Area C monthly	17.4%
Ameritech DS1 Service - LDC Area C 12 mo	17.3%
Ameritech DS1 Service - LDC Area C 36 mo	13.9%
Ameritech DS1 Service - LDC Area C 60 mo	13.7%
Ameritech DS1 Service - CMT Area A monthly	17.2%
Ameritech DS1 Service - CMT Area A 12 mo	16.9%
Ameritech DS1 Service - CMT Area A 36 mo	0.0%
Ameritech DS1 Service - CMT Area A 60 mo	-23.9%
Ameritech DS1 Service - CMT Area B monthly	17.2%
Ameritech DS1 Service - CMT Area B 12 mo	16.9%
Ameritech DS1 Service - CMT Area B 36 mo	14.4%
Ameritech DS1 Service - CMT Area B 60 mo	13.8%
Ameritech DS1 Service - CMT Area C monthly	17.2%
Ameritech DS1 Service - CMT Area C 12 mo	16.9%
Ameritech DS1 Service - CMT Area C 36 mo	14.4%
Ameritech DS1 Service - CMT Area C 60 mo	13.8%
Ameritech DS1 Service - Channel Mi, per mile Area A monthly	11.4%
Ameritech DS1 Service - Channel Mi, per mile Area A 12 mo	21.0%
Ameritech DS1 Service - Channel Mi, per mile Area A 36 mo	7.2%
Ameritech DS1 Service - Channel Mi, per mile Area A 60 mo	7.1%
Ameritech DS1 Service - Channel Mi, per mile Area B monthly	21.8%
Ameritech DS1 Service - Channel Mi, per mile Area B 12 mo	21.0%
Ameritech DS1 Service - Channel Mi, per mile Area B 36 mo	19.5%
Ameritech DS1 Service - Channel Mi, per mile Area B 60 mo	18.7%
Ameritech DS1 Service - Channel Mi, per mile Area C monthly	21.8%
Ameritech DS1 Service - Channel Mi, per mile Area C 12 mo	21.0%
Ameritech DS1 Service - Channel Mi, per mile Area C 36 mo	19.5%
Ameritech DS1 Service - Channel Mi, per mile Area C 60 mo	18.7%

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Ameritech DS1 Service - Clear Channel Capability, Area A	NA	82.2%
Ameritech DS1 Service - Clear Channel Capability, Area B	NA	82.2%
Ameritech DS1 Service - Clear Channel Capability, Area C	NA	82.2%
Ameritech DS1 Service - Shared Network Arrangement, Area A		13.5%
Ameritech DS1 Service - Shared Network Arrangement, Area B		13.5%
Ameritech DS1 Service - Shared Network Arrangement, Area C		13.5%
CO Multiplexing & CCS OC-3 to OC-3 monthly		16.8%
CO Multiplexing & CCS OC-12 to OC-12 monthly		16.8%
CO Multiplexing & CCS OC-48 to OC-48 monthly		13.5%
CO Multiplexing & CCS Ameritech DS1 per Ameritech Base R		14.3%
CO Multiplexing & CCS Ameritech DS3 per Ameritech DS1 A		14.3%
CO Multiplexing & CCS Ameritech DS3 per Ameritech DS1 A		14.3%
CO Multiplexing & CCS Ameritech DS3 per Ameritech DS1 A		14.3%
CO Multiplexing & CCS Fiber Hub CC DS0 to DS0 1 Day Re		27.8%
CO Multiplexing & CCS Fiber Hub CC DS0 to DS0 3 Day Re		24.9%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 1 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 1 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 1 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 3 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 3 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS1 to DS1 3 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 1 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 1 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 1 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 3 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 3 Day Re		15.2%
CO Multiplexing & CCS Fiber Hub CC DS3 to DS3 3 Day Re		15.2%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS3 to DS1		15.0%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS3 to DS1		15.0%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS3 to DS1		15.0%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS1 to Bas		14.4%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS1 to Bas		14.4%
CO Multiplexing & CCS Hub Rearr Rcrd Chrg per DS1 to Bas		14.4%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		15.1%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		15.1%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		15.1%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		15.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		15.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		15.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		14.3%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		14.3%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		14.3%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		16.0%
CO Multiplexing & CCS CO Multiplx DS1 to Base Rt/128, 256		16.0%

IL **OTHER SERVICES**

Item	Discount

BUS

Packet Switch Analog Asynch, 1.2 Kbps INC	5.1%
Packet Switch Analog Asynch, 1.2 Kbps	6.5%
Packet Switch Analog Asynch, 2.4 Kbps INC	5.1%

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY
 ILLINOIS
 RESALE RATES
 December 3, 1999

APPENDIX PRICING
 AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Packet Switch Analog Asynch, 2.4 Kbps	6.5%
Packet Switch Analog Asynch, 4.8 Kbps INC	5.1%
Packet Switch Analog Asynch, 4.8 Kbps	6.5%
Packet Switch Analog Asynch, 9.6 Kbps INC	5.1%
Packet Switch Analog Asynch, 9.6 Kbps	6.4%
Packet Switch Analog Synch, 9.6 Kbps INC	4.9%
Packet Switch Analog Synch, 9.6 Kbps	6.5%
Packet Switch Private Dial, 0.3/1.2/2.4 Kbps INC	5.1%
Packet Switch Private Dial, 0.3/1.2/2.4 Kbps	6.5%
Packet Switch Private Dial, 9.6 Kbps INC	5.1%
Packet Switch Private Dial, 9.6 Kbps	5.1%
Packet Switch Digital, 2.4 Kbps INC	5.1%
Packet Switch Digital, 2.4 Kbps	5.6%
Packet Switch Digital, 4.8 Kbps INC	5.1%
Packet Switch Digital, 4.8 Kbps	5.6%
Packet Switch Digital, 9.6 Kbps INC	5.1%
Packet Switch Digital, 9.6 Kbps	5.6%
Packet Switch Digital, 19.2 Kbps INC	5.1%
Packet Switch Digital, 19.2 Kbps	5.6%
Packet Switch Digital, 56 Kbps INC	5.1%
Packet Switch Digital, 56 Kbps	5.6%
Packet Switch Digital, 64 Kbps INC	5.1%
Packet Switch Digital, 64 Kbps	5.6%
Asynchronous PAD Port	7.6%
Packet Port Term X.25 Protocol, 2.4 Kbps	7.6%
Packet Port Term X.25 Protocol, 4.8 Kbps	7.6%
Packet Port Term X.25 Protocol, 9.6 Kbps	7.6%
Packet Port Term X.25 Protocol, 19.2 Kbps	7.6%
Packet Port Term X.25 Protocol, 56 Kbps	5.9%
Packet Port Term X.25 Protocol, 64 Kbps	7.6%
Packet Port Term X.75 Protocol, 2.4 Kbps	7.6%
Packet Port Term X.75 Protocol, 4.8 Kbps	7.6%
Packet Port Term X.75 Protocol, 9.6 Kbps	7.6%
Packet Port Term X.75 Protocol, 19.2 Kbps	7.6%
Packet Port Term X.75 Protocol, 56 Kbps	7.6%
Packet Port Term X.75 Protocol, 64 Kbps	5.9%
Packet Usage Holding Time, 1/10 min	10.0%
Packet Usage Premium Pckt Access, 1/10 min	5.7%
Packet Usage Data Transport, 1/10 min	6.7%
Packet Usage Data Transport per Kilosegment	5.1%
Packet Usage ISDN Interface per Kilosegment	5.1%
Packet Usage Transaction Charge per Min	5.1%
Hunt Group INC	5.6%
Hunt Group	8.7%
Direct Call INC	67.9%
Reverse Charging Acceptance INC	4.9%
Fast Select Acceptance	4.9%
Fast Select Pckt per Request	4.0%
CUG Group	6.9%
CUG Group Member	67.9%
Additonal NTN	66.6%
Permanent Virtual Circuit	67.9%

TBD - To Be Determined
 NRO - Nonrecurring only
 ICB - Individual Case Basis
 NA - Not Applicable

AMERITECH
 TELEPHONE COMPANY AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.
 ILLINOIS
 RESALE RATES
 December 3, 1999

Call Redirection	5.3%
AWN per PBX Trunk	24.0%
AWN per Basic Exch or ISDN Line	25.0%
AWN Out of Ntwk Numbers, 10 numbers	30.0%
AWN Out of Ntwk Numbers, 50 numbers	26.4%
AWN 1-9 Trunks or Lines INC	31.4%
AWN 10-50 Trunks or Lines INC	31.0%
AWN Addl 50 Trunks or Lines INC	28.1%
AWN 1-9 Trunks w/CTX INC	35.1%
AWN Grp of 50 Trunks w/CTX INC	33.4%
AWN Out of Ntwk Numbers, 1st 10 INC	24.6%
AWN Out of Ntwk Numbers, per 50 INC	24.6%
AWN Number Input, 1st 10 INC	24.4%
AWN Number Input, per 50 INC	24.1%
AWN Add/Del/Chg up to 10 Trk or Ln INC	35.2%
AWN Chg Access Code or Report Format	27.5%
Digital Trk Dig CO, No Ln Side Svcs	9.9%
Digital Trk Dig CO, No Ln Side Svcs INC	9.9%
Digital Trunking Other CO	9.9%
Digital Trunking Other CO INC	9.9%

Illinois
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC	Monthly Rate	Nonrecurring Rate	
Loops Promotion				
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)			
Access Area C - Rural		\$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban		\$ 5.63	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro		\$ 2.59	Uses existing rate in underlying agreement, if none, use generic rate	

SCHEDULE - UNE COMBINATIONS
(Illinois)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port

2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port
2-Wire Analog COPTS Coin Loop with COPTS-Coin Line Port
2-Wire Basic Analog Loop with Basic COPTS Line Port

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AM-IN means the applicable above listed ILEC doing business in Indiana.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AM-IN under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix PRICING, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if AM-IN provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by AM-IN and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, AM-IN shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing 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.

- 1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

Exchange Area Total Access Lines:

Rate Group:

1	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1
2	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1
3	See: Tariff 20, Part 4, Section 2, Sheets 2-2.1

For Unbundled Interoffice Transmission Facilities:

Rate Zone: Total Access Lines:

Zone 1	See: FCC #2, Section 7,m Subsection 7.7
Zone 2	See: FCC #2, Section 7,m Subsection 7.7
Zone 3	See: FCC #2, Section 7,m Subsection 7.7

- 1.8 For modifications of **AM-IN**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

- 2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

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

- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-IN** 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, AM-IN will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AM-IN network, without any changes to AM-IN’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC’s SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to AM-IN to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS – Shared Transport (ULS-ST)

4.2 General Principles for Stand Alone ULS

- 4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a AM-IN End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
- 4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
- 4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, AM-IN will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

- 4.3.1 Beginning on October 9, 2000, SBC-AMERITECH no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).
- 4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the

Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
UNBUNDLED NETWORK ELEMENTS					
Unbundled Loops					
2-Wire Analog - Rural (Rate Class 1)		\$ 8.99		See NRC prices below	
2-Wire Analog - Suburban (Rate Class 2)		\$ 8.15		See NRC prices below	
2-Wire Analog - Metro (Rate Class 3)		\$ 8.03		See NRC prices below	
Conditioning for dB Loss					
4-Wire Analog - Rural (Rate Class 1)		\$ 20.34		See NRC prices below	
4-Wire Analog - Suburban (Rate Class 2)		\$ 19.53		See NRC prices below	
4-Wire Analog - Metro (Rate Class 3)		\$ 19.55		See NRC prices below	
2-Wire Digital - Rural (Rate Class 1)		\$ 10.32		See NRC prices below	
2-Wire Digital - Suburban (Rate Class 2)		\$ 9.86		See NRC prices below	
2-Wire Digital - Metro (Rate Class 3)		\$ 9.87		See NRC prices below	
4-Wire Digital - Rural (Rate Class 1)		\$ 51.07		See NRC prices below	
4-Wire Digital - Suburban (Rate Class 2)		\$ 38.48		See NRC prices below	
4-Wire Digital - Metro (Rate Class 3)		\$ 38.48		See NRC prices below	
DS3 Loop - Rural (Rate Class 1)		\$ 623.41		See NRC prices below	
DS3 Loop - Suburban (Rate Class 2)		\$ 620.27		See NRC prices below	
DS3 Loop - Metro (Rate Class 3)		\$ 545.55		See NRC prices below	
DSL Capable Loops					
2-Wire Digital Loop ISDN/IDSL					
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 1- Rural		See 2-Wire Digital		See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 2- Suburban		See 2-Wire Digital		See NRC prices below	
PSD #1 - 2-Wire Digital Loop ISDN/IDSL Rate Class 3 - Metro		See 2-Wire Digital		See NRC prices below	
2-Wire xDSL Loop					
PSD #1 - 2-Wire xDSL Loop Rate Class 1- Rural		\$ 8.99		See NRC prices below	
PSD #1 - 2-Wire xDSL Loop Rate Class 2- Suburban		\$ 8.15		See NRC prices below	
PSD #1 - 2-Wire xDSL Loop Rate Class 3- Metro		\$ 8.03		See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Rate Class 1- Rural		\$ 8.99		See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Rate Class 2- Suburban		\$ 8.15		See NRC prices below	
PSD #2 - 2-Wire xDSL Loop Rate Class 3- Metro		\$ 8.03		See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Rate Class 1- Rural		\$ 8.99		See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Rate Class 2- Suburban		\$ 8.15		See NRC prices below	
PSD #3 - 2-Wire xDSL Loop Rate Class 3- Metro		\$ 8.03		See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Rate Class 1- Rural		\$ 8.99		See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Rate Class 2- Suburban		\$ 8.15		See NRC prices below	
PSD #4 - 2-Wire xDSL Loop Rate Class 3- Metro		\$ 8.03		See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Rate Class 1- Rural		\$ 8.99		See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Rate Class 2- Suburban		\$ 8.15		See NRC prices below	
PSD #5 - 2-Wire xDSL Loop Rate Class 3- Metro		\$ 8.03		See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Rate Class 1- Rural		\$ 8.99		See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Rate Class 2- Suburban		\$ 8.15		See NRC prices below	
PSD #7 - 2-Wire xDSL Loop Rate Class 3- Metro		\$ 8.03		See NRC prices below	
4-Wire xDSL Loop					
PSD #3 - 4-Wire xDSL Loop Rate Class 1- Rural		\$ 20.34		See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Rate Class 2- Suburban		\$ 19.53		See NRC prices below	
PSD #3 - 4-Wire xDSL Loop Rate Class 3- Metro		\$ 19.55		See NRC prices below	
IDSL Capable Loop					
IDSL Loop Class 1 - Rural		\$ 10.32		See NRC prices below	
IDSL Loop Class 2 - Suburban		\$ 9.86		See NRC prices below	
IDSL Loop Class 3 - Metro		\$ 9.87		See NRC prices below	
HFPL					
HFPL Loop					
* HFPL Loop - Rate Class 1- Rural		\$ 4.50		N/A	N/A
* HFPL Loop - Rate Class 2- Suburban		\$ 4.08		N/A	N/A
* HFPL Loop - Rate Class 3- Metro		\$ 4.02		N/A	N/A
HFPL Cross Connects					
* HFPL Cross Connect - CLEC Owned Non Integrated		\$ 0.32		\$ 107.88	N/A
* HFPL Cross Connect - CLEC Owned Integrated		\$ 0.32		\$ 107.88	N/A
* HFPL Cross Connect - SBC Owned		\$ 0.32		\$ 107.88	N/A
The price assumes all Central Office cross-connects required to provision the HFPL product					
HFPL OSS Charge					
* HFPL OSS Charge - per line		\$ 0.76		N/A	N/A
HFPL LST					
Line & Station Transfer(LST)		N/A		TBD	TBD
Loop Qualification Process					
Loop Qualification Process - Mechanized		N/A		\$ 0.10	N/A
Loop Qualification Process - Manual		N/A		TBD	N/A
Loop Qualification Process - Detailed Manual		N/A		TBD	N/A
xDSL Conditioning					
DSL Conditioning Options - >12KFT and < 17.5KFT					
Removal of Repeater Options		N/A		\$104.01	N/A
Removal Bridged Tap Option		N/A		\$351.42	N/A
Removal of Load Coil		N/A		\$372.45	N/A
DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT					
Removal of Repeater Options		N/A		\$127.66	N/A
Removal Bridged Tap Option		N/A		\$296.67	N/A
Removal of Load Coil		N/A		\$486.80	N/A

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
Loop Non-Recurring Charges (Excluding DS3)					
Bus Service Order - Establish - Interim Rate per Second Interim Order ^{1/}		N/A		\$ 14.57	N/A
Bus Service Order - Add/Change - Interim Rate per Second Interim Order		N/A		\$ 14.57	N/A
Bus Line Connection ^{1/}		N/A		\$ 29.33	N/A
Res Service Order - Establish - Interim Rate per Second Interim Order ^{1/}		N/A		\$ 14.57	N/A
Res Service Order - Add/Change - Interim Rate per Second Interim Order		N/A		\$ 14.57	N/A
Res Line Connection ^{1/}		N/A		\$ 29.33	N/A
* HFPL Service Order Charge		N/A		\$14.57	N/A
DS3 Loop Non-Recurring Charges					
Administrative		N/A		\$ 169.41	N/A
Design & Central Office		N/A		\$ 525.79	N/A
Customer Connection		N/A		\$ 187.37	N/A
SUB-LOOPS					
CO to ECS sub-loop					
2 Wire Analog - Rate Group 3		\$ 4.43		See NRC prices below	
2 Wire Analog - Rate Group 2		\$ 4.59		See NRC prices below	
2 Wire Analog - Rate Group 1		\$ 9.53		See NRC prices below	
4 Wire Analog - Rate Group 3		\$ 11.87		See NRC prices below	
4 Wire Analog - Rate Group 2		\$ 12.32		See NRC prices below	
4 Wire Analog - Rate Group 1		\$ 21.34		See NRC prices below	
2 Wire DSL - Rate Group 3		TBD		See NRC prices below	
2 Wire DSL - Rate Group 2		TBD		See NRC prices below	
2 Wire DSL -Rate Group 1		TBD		See NRC prices below	
4 Wire DSL - Rate Group 3		TBD		See NRC prices below	
4 Wire DSL - Rate Group 2		TBD		See NRC prices below	
4 Wire DSL - Rate Group 1		TBD		See NRC prices below	
2 Wire ISDN Compatible - Rate Group 3		\$ 8.63		See NRC prices below	
2 Wire ISDN Compatible - Rate Group 2		\$ 9.02		See NRC prices below	
2 Wire ISDN Compatible - Rate Group 1		\$ 24.75		See NRC prices below	
CO to RT sub-loop					
4 Wire DS1 Compatible - Rate Group 3		\$ 38.47		See NRC prices below	
4 Wire DS1 Compatible - Rate Group 2		\$ 47.32		See NRC prices below	
4 Wire DS1 Compatible - Rate Group 1		\$ 73.91		See NRC prices below	
DS3 Compatible subloop - Rate Group 3		\$ 539.67		See NRC prices below	
DS3 Compatible subloop - Rate Group 2		\$ 611.53		See NRC prices below	
DS3 Compatible subloop - Rate Group 1		\$ 614.35		See NRC prices below	
CO to SAI Sub-Loop					
2 Wire Analog - Rate Group 3		\$ 6.09		See NRC prices below	
2 Wire Analog - Rate Group 2		\$ 5.85		See NRC prices below	
2 Wire Analog - Rate Group 1		\$ 9.48		See NRC prices below	
4 Wire Analog - Rate Group 3		\$ 15.17		See NRC prices below	
4 Wire Analog - Rate Group 2		\$ 14.82		See NRC prices below	
4 Wire Analog - Rate Group 1		\$ 21.20		See NRC prices below	
2 Wire DSL - Rate Group 3		\$ 6.85		See NRC prices below	
2 Wire DSL - Rate Group 2		\$ 6.42		See NRC prices below	
2 Wire DSL - Rate Group 1		\$ 8.17		See NRC prices below	
4 Wire DSL - Rate Group 3		\$ 13.39		See NRC prices below	
4 Wire DSL - Rate Group 2		\$ 12.53		See NRC prices below	
4 Wire DSL - Rate Group 1		\$ 15.98		See NRC prices below	
2 Wire ISDN Compatible - Rate Group 3		\$ 9.21		See NRC prices below	
2 Wire ISDN Compatible - Rate Group 2		\$ 9.22		See NRC prices below	
2 Wire ISDN Compatible - Rate Group 1		\$ 17.81		See NRC prices below	
CO to Terminal sub-loop					
2 Wire Analog - Rate Group 3		\$ 10.07		See NRC prices below	
2 Wire Analog - Rate Group 2		\$ 10.57		See NRC prices below	
2 Wire Analog - Rate Group 1		\$ 14.33		See NRC prices below	
4 Wire Analog - Rate Group 3		\$ 23.17		See NRC prices below	
4 Wire Analog - Rate Group 2		\$ 24.26		See NRC prices below	
4 Wire Analog - Rate Group 1		\$ 30.88		See NRC prices below	
2 Wire DSL - Rate Group 3		\$ 12.70		See NRC prices below	
2 Wire DSL - Rate Group 2		\$ 11.13		See NRC prices below	
2 Wire DSL - Rate Group 1		\$ 13.02		See NRC prices below	
4 Wire DSL - Rate Group 3		\$ 21.40		See NRC prices below	
4 Wire DSL - Rate Group 2		\$ 21.97		See NRC prices below	
4 Wire DSL - Rate Group 1		\$ 25.66		See NRC prices below	
2 Wire ISDN Compatible - Rate Group 3		\$ 13.19		See NRC prices below	
2 Wire ISDN Compatible - Rate Group 2		\$ 13.94		See NRC prices below	
2 Wire ISDN Compatible - Rate Group 1		\$ 22.66		See NRC prices below	
ECS to SAI sub-loop					
2 Wire Analog - Rate Group 3		\$ 1.73		See NRC prices below	
2 Wire Analog - Rate Group 2		\$ 1.24		See NRC prices below	
2 Wire Analog - Rate Group 1		\$ 3.17		See NRC prices below	
4 Wire Analog - Rate Group 3		\$ 3.44		See NRC prices below	
4 Wire Analog - Rate Group 2		\$ 2.48		See NRC prices below	
4 Wire Analog - Rate Group 1		\$ 6.32		See NRC prices below	
2 Wire DSL - Rate Group 3		\$ 1.73		See NRC prices below	
2 Wire DSL - Rate Group 2		\$ 1.24		See NRC prices below	
2 Wire DSL - Rate Group 1		\$ 3.17		See NRC prices below	
4 Wire DSL - Rate Group 3		\$ 3.44		See NRC prices below	
4 Wire DSL - Rate Group 2		\$ 2.48		See NRC prices below	
4 Wire DSL - Rate Group 1		\$ 6.32		See NRC prices below	
ECS to Terminal sub-loop					
2 Wire Analog - Rate Group 3		\$ 5.71		See NRC prices below	
2 Wire Analog - Rate Group 2		\$ 5.95		See NRC prices below	
2 Wire Analog - Rate Group 1		\$ 8.02		See NRC prices below	
4 Wire Analog - Rate group 3		\$ 11.45		See NRC prices below	
4 Wire Analog - Rate Group 2		\$ 11.92		See NRC prices below	
4 Wire Analog - Rate Group 1		\$ 15.99		See NRC prices below	
2 Wire DSL - Rate Group 3		\$ 5.71		See NRC prices below	

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
	2 Wire DSL - Rate Group 2	\$	5.95		See NRC prices below
	2 Wire DSL - Rate group 1	\$	8.02		See NRC prices below
	4 Wire DSL - Rate Group 3	\$	11.45		See NRC prices below
	4 Wire DSL - Rate Group 2	\$	11.92		See NRC prices below
	4 Wire DSL - Rate Group 1	\$	15.99		See NRC prices below
	ECS to NID sub-loop				
	2 Wire Analog - Rate group 3	\$	6.47		See NRC prices below
	2 Wire Analog - Rate Group 2	\$	6.72		See NRC prices below
	2 Wire Analog - Rate Group 1	\$	8.75		See NRC prices below
	4 Wire Analog - Rate Group 3	\$	12.93		See NRC prices below
	4 Wire Analog - Rate Group 2	\$	13.46		See NRC prices below
	4 Wire Analog - Rate group 1	\$	17.51		See NRC prices below
	2 Wire DSL - Rate Group 3	\$	6.47		See NRC prices below
	2 Wire DSL - Rate group 2	\$	6.72		See NRC prices below
	2 Wire DSL - Rate Group 1	\$	8.75		See NRC prices below
	4 Wire DSL - Rate Group 3	\$	12.93		See NRC prices below
	4 Wire DSL - Rate Group 2	\$	13.46		See NRC prices below
	4 Wire DSL - Rate Group 1	\$	17.51		See NRC prices below
	SAI to Terminal sub-loop				
	2 Wire Analog - Rate group 3	\$	4.85		See NRC prices below
	2 Wire Analog - Rate Group 2	\$	5.56		See NRC prices below
	2 Wire Analog - Rate Group 1	\$	5.90		See NRC prices below
	4 Wire Analog - Rate Group 3	\$	9.75		See NRC prices below
	4 Wire Analog - Rate Group 2	\$	11.13		See NRC prices below
	4 Wire Analog - Rate Group 1	\$	11.77		See NRC prices below
	2 Wire DSL - Rate Group 3	\$	4.85		See NRC prices below
	2 Wire DSL - Rate Group 2	\$	5.56		See NRC prices below
	2 Wire DSL - Rate Group 1	\$	5.90		See NRC prices below
	4 Wire DSL - Rate Group 3	\$	9.75		See NRC prices below
	4 Wire DSL - Rate Group 2	\$	11.13		See NRC prices below
	4 Wire DSL - Rate Group 1	\$	11.77		See NRC prices below
	SAI to NID sub-loop				
	2 Wire Analog - Rate group 3	\$	5.60		See NRC prices below
	2 Wire Analog - Rate Group 2	\$	6.33		See NRC prices below
	2 Wire Analog - Rate Group 1	\$	6.65		See NRC prices below
	4 Wire Analog - Rate Group 3	\$	11.24		See NRC prices below
	4 Wire Analog - Rate Group 2	\$	12.65		See NRC prices below
	4 Wire Analog - Rate Group 1	\$	13.26		See NRC prices below
	2 Wire DSL - Rate Group 3	\$	5.60		See NRC prices below
	2 Wire DSL - Rate Group 2	\$	6.33		See NRC prices below
	2 Wire DSL - Rate Group 1	\$	6.65		See NRC prices below
	4 Wire DSL - Rate Group 3	\$	11.24		See NRC prices below
	4 Wire DSL - Rate Group 2	\$	12.65		See NRC prices below
	4 Wire DSL - Rate Group 1	\$	13.26		See NRC prices below
	Terminal to NID sub-loop				
	2 Wire Analog - Rate Group 3	\$	1.23		See NRC prices below
	2 Wire Analog - Rate Group 2	\$	1.22		See NRC prices below
	2 Wire Analog - Rate Group 1	\$	1.22		See NRC prices below
	4 Wire Analog - Rate Group 3	\$	2.49		See NRC prices below
	4 Wire Analog - Rate Group 2	\$	2.48		See NRC prices below
	4 Wire Analog - Rate Group 1	\$	2.43		See NRC prices below
	2 Wire DSL - Rate Group 3	\$	1.23		See NRC prices below
	2 Wire DSL - Rate Group 2	\$	1.22		See NRC prices below
	2 Wire DSL - Rate Group 1	\$	1.22		See NRC prices below
	4 Wire DSL - Rate Group 3	\$	2.49		See NRC prices below
	4 Wire DSL - Rate Group 2	\$	2.48		See NRC prices below
	4 Wire DSL - Rate Group 1	\$	2.43		See NRC prices below
	NID sub-loop element				
	2 Wire Analog - Rate Group 3	\$	0.16		See NRC prices below
	2 Wire Analog - Rate Group 2	\$	0.16		See NRC prices below
	2 Wire Analog - Rate Group 1	\$	0.16		See NRC prices below
	4 Wire Analog - Rate Group 3	\$	0.32		See NRC prices below
	4 Wire Analog - Rate Group 2	\$	0.32		See NRC prices below
	4 Wire Analog - Rate Group 1	\$	0.32		See NRC prices below
	2 Wire DSL - Rate Group 3	\$	0.16		See NRC prices below
	2 Wire DSL - Rate Group 2	\$	0.16		See NRC prices below
	2 Wire DSL - Rate Group 1	\$	0.16		See NRC prices below
	4 Wire DSL - Rate Group 3	\$	0.32		See NRC prices below
	4 Wire DSL - Rate Group 2	\$	0.32		See NRC prices below
	4 Wire DSL - Rate Group 1	\$	0.32		See NRC prices below
	2 Wire ISDN Compatible - Rate Group 3	\$	0.16		See NRC prices below
	2 Wire ISDN Compatible - Rate Group 2	\$	0.16		See NRC prices below
	2 Wire ISDN Compatible - Rate Group 1	\$	0.16		See NRC prices below
	4 Wire DS1 Compatible - Rate Group 3	TBD			See NRC prices below
	4 Wire DS1 Compatible - Rate Group 2	TBD			See NRC prices below
	4 Wire DS1 Compatible - Rate Group 1	TBD			See NRC prices below
	DS3 Compatible subloop - Rate Group 3	TBD			See NRC prices below
	DS3 Compatible subloop - Rate Group 2	TBD			See NRC prices below
	DS3 Compatible subloop - Rate Group 1	TBD			See NRC prices below
	Sub-Loop Non-Recurring Charges				
	2-Wire Analog Sub-Loop			\$	185.80
	4-Wire Analog Sub-Loop			\$	186.65
	2-Wire xDSL Digital Sub-Loop			\$	214.54
	4-Wire xDSL Digital Sub-Loop			\$	218.09
	2-Wire ISDN Digital Sub-Loop			\$	236.77
	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			\$	412.90
	DS3 Sub-Loop			\$	544.35
	Service Order Charge				
	Establish, per occasion			\$	14.57
	Add or change, per occasion			\$	14.57
	Line Connection Charge				

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
	per occasion			\$ 29.33	
Cross Connects					
	2-Wire	\$ 0.14		NA	NA
	4-Wire	\$ 0.26		NA	NA
	6-Wire	\$ 0.40		NA	NA
	8-Wire	\$ 0.53		NA	NA
	DS1/LT1	\$ 0.36		NA	NA
	DS3/LT3	\$ 0.66		NA	NA
	OC3	\$ 64.68		NA	NA
	OC12	\$ 340.96		NA	NA
	OC48	\$ 752.06		NA	NA
	DS3 C.O. LOOP Cross-Connect to Collocation	\$ 19.14		N/A	N/A
Tandem Switching					
	per minute of use (without Tandem Trunks)	\$ 0.000307		NA	NA
Dedicated Transport					
Entrance Facility:					
DS1	Zone 1	\$ 38.48		NA	NA
	Zone 2	\$ 38.48		NA	NA
	Zone 3	\$ 51.07		NA	NA
DS3	Zone 1	\$ 506.05		NA	NA
	Zone 2	\$ 506.05		NA	NA
	Zone 3	\$ 665.80		NA	NA
OC3	All Zones	\$ 227.86		NA	NA
OC12	All Zones	\$ 376.90		NA	NA
OC48	All Zones	\$ 1,618.11		NA	NA
Interoffice Transport:					
DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 11.10		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 1.65		NA	NA
DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 106.79		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 28.62		NA	NA
OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 253.39		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 185.74		NA	NA
OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 430.24		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 335.19		NA	NA
OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 956.83		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 284.15		NA	NA
Multiplexing					
	DS1 to Voice Grade	\$ 197.61		NA	NA
	DS3 to DS1	\$ 260.24		NA	NA
OC3	Add/Drop Multiplexing - Per Arrangement	\$ 410.09		NA	NA
	Add/Drop Function				
	- Per DS3 Add or Drop	\$ 88.52		NA	NA
	- Per DS1 Add or Drop	\$ 27.34		NA	NA
OC12	Add/Drop Multiplexing - Per Arrangement	\$ 460.47		NA	NA
	Add/Drop Function				
	- Per OC3 Add or Drop	\$ 123.31		NA	NA
	- Per DS3 Add or Drop	\$ 26.74		NA	NA
OC48	Add/Drop Multiplexing - Per Arrangement	\$ 517.05		NA	NA
	Add/Drop Function				
	- Per OC12 Add or Drop	\$ 242.27		NA	NA
	- Per OC3 Add or Drop	\$ 111.96		NA	NA
	- Per DS3 Add or Drop	\$ 38.32		NA	NA
Dedicated Transport Cross Connects					
DS1		\$ 0.36		NA	NA
DS3		\$ 0.66		NA	NA
OC3		\$ 64.68		NA	NA
OC12		\$ 340.96		NA	NA
OC48		\$ 752.06		NA	NA
Dedicated Transport Network Reconfiguration Service (NRS)					
	On rates, terms and conditions specified in FCC Tariff No. 2				
Dedicated Transport Optional Features & Functions					
DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			\$ 351.64	NA
OC3	1+1 Protection - Per OC3 Entrance Facility	\$ 35.02		NA	NA
	1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 35.02		\$ 2,381.09	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC3 Entrance Facility	\$ 35.02		NA	NA
	- (2) Per Quarter Route Mile	\$ 41.42		NA	NA
OC12	1+1 Protection - Per OC12 Entrance Facility	\$ 173.21		NA	NA
	1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 173.21		\$ 2,381.09	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC12 Entrance Facility	\$ 173.21		NA	NA
	- (2) Per Quarter Route Mile	\$ 37.50		NA	NA
OC48	1+1 Protection - Per OC48 Entrance Facility	\$ 650.94		NA	NA
	1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 650.94		\$ 2,381.09	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC48 Entrance Facility	\$ 650.94		NA	NA
	- (2) Per Quarter Route Mile	\$ 64.37		NA	NA
Dedicated Transport Installation & Rearrangement Charges					
DS1	Administration Charge - Per Order	NA		\$ 322.47	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 527.99	NA
	Carrier Connection Charge - Per Order	NA		\$ 458.62	NA
DS3	Administration Charge - Per Order	NA		\$ 251.64	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 562.86	NA

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
	Carrier Connection Charge - Per Order	NA		\$ 305.85	NA
OC3	Administration Charge - Per Order	NA		\$ 96.91	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 430.25	NA
	Carrier Connection Charge - Per Order	NA		\$ 628.35	NA
OC12	Administration Charge - Per Order	NA		\$ 96.91	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 430.25	NA
	Carrier Connection Charge - Per Order	NA		\$ 628.35	NA
OC48	Administration Charge - Per Order	NA		\$ 96.91	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 430.25	NA
	Carrier Connection Charge - Per Order	NA		\$ 628.35	NA
Digital Cross-Connect System					
	DCS Port Charge				
DS1		ICB		ICB	NA
DS3		ICB		ICB	NA
	DCS Establishment Charge	ICB		ICB	NA
	Database Modification Charge	ICB		ICB	NA
	Reconfiguration Charge	ICB		ICB	NA
Dark Fiber					
	Dark Fiber Interoffice				
	Dark Fiber Interoffice Termination (Per Termination per Fiber)	\$60.56		NA	NA
	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	\$0.01768		NA	NA
	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	\$2.22		NA	NA
	Dark Fiber Loop				
	Dark Fiber Loop Termination (Per Termination per Fiber)	\$10.40		NA	NA
	Dark Fiber Loop Mileage (Per Fiber per Foot)	\$0.00156		NA	NA
	Dark Fiber Loop Cross Connect (Per Termination per Fiber)	\$1.79		NA	NA
	Inquiry (Per Request)				
	Dark Fiber Loop - NRC	NA		\$60.81	NA
	Dark Fiber Sub-Loop - NRC	NA		\$60.81	NA
	Dark Fiber Interoffice Transport - NRC	NA		\$284.68	NA
	FIRM ORDER (Per Fiber Strand)				
	Administrative per Order				
	Connect	NA		\$9.92	NA
	Disconnect	NA		\$8.78	NA
	Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)				
	Connect	NA		\$276.79	NA
	Disconnect	NA		\$76.07	NA
	Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)				
	Connect	NA		\$279.99	NA
	Disconnect	NA		\$69.54	NA
	Dark Fiber Interoffice Transport - NRC				
	Connect	NA		\$348.47	NA
	Disconnect	NA		\$139.55	NA
Line Information Database - LIDB		USAGE			
	Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.014490	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)	\$ 0.000017	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)	\$ 0.014490	(per query)	NA	NA
	Query Transport (Local STP Access Validation)	\$ 0.000148	(per query)	NA	NA
	CNAM Database Query (Regional STP Access Includes SMS)	\$ 0.009942	(per query)	NA	NA
	CNAM Database Query (Local STP Access Includes SMS)	\$ 0.009942	(per query)	NA	NA
	Service Order Cost	NA		\$ 25.00	NA
	Service Establishment Charge	NA		NA	NA
	LIDB Data Storage & Administration				
	Manual Update	NA		\$ 2.00	(Per Update)
800 Database		USAGE			
	Toll Free Database Query (Regional STP Access)	\$ 0.001080	(per query)		
	Call Handling and Destination (Regional STP Access)	\$ 0.000134	(per query)		
	Toll Free Database Query (Local STP Access)	\$ 0.001211	(per query)		
	Call Handling and Destination (Local STP Access)	\$ 0.000265	(per query)		
SS7 - Links, Ports, Signalling					
SS7 Links - Cross Connects					
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
SS7 Links					
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
STP Port		\$ 288.78		\$ 617.01	N/A
SS7 Signalling		USAGE			
	Signal Switching/IAM msg	\$ 0.000155			
	Signal Transport/IAM msg	\$ 0.000085			
	Signal Formulation/IAM msg	\$ 0.000124			
	Signal Tandem Switching/IAM msg	\$ 0.000324			
	Signal Switching/TCAP msg	\$ 0.000125			
	Signal Transport/TCAP msg	\$ 0.000057			
	Signal Formulation/TCAP msg	\$ 0.000284			
	Point Code Addition	N/A		\$ 21.38	N/A
	Global Title Translation Addition	N/A		\$ 11.49	N/A
Unbundled Local Switching with Shared Transport (ULS-ST)					
	ULS Usage (for ULS-ST)				
	Basic Analog Line Port /2/	\$0.00			
	All other ULS-ST Ports /2/	\$ 0.000879	per MOU	NA	NA

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
ULS-ST Blended Transport MOU /2/		\$ 0.000823	per MOU	NA	NA
ULS-ST Reciprocal Compensation MOU /2/		\$ 0.000836	per MOU	NA	NA
ULS-ST Common Transport MOU /2/		\$ 0.000513	per MOU	NA	NA
ULS-ST Tandem Switching MOU /2/		\$ 0.000295	per MOU	NA	NA
ULS-ST SS7 Signaling Transport /2/		\$ 0.000202	per Call	N/A	NA
ULS-ST Ports /2/					
Basic Line Port /2/		\$ 2.98		\$ 44.01	NA
ULS-ST Daily Usage Feed /2/		\$ 0.1070664	per Port	NA	NA
		T&M			
ULS-ST Billing Inquiry Charge - (to be assessed when CLEC billing disputes are denied and only after 3rd party OSS test is complete for Indiana)2/		TBD		TBD	
Custom Routing					
Custom Routing, via LCC - New LCC, per switch		ICB		ICB	
Custom Routing, via LCC - New Network Routing, per route, per switch		ICB		ICB	
Custom Routing, via AIN, of OS / DA per route, per switch		ICB		ICB	
AIN Application Development work, per switch		ICB		ICB	
Unbundled Local Switching (ULS)					
ULS Switching Usage, per Originating or Terminating MOU (statewide)		\$ 0.003444	MOU	N/A	NA
ULS Daily Usage Feed (DUF), per message		\$ 0.000790	Per Message		
Billing Establishment, per CLEC, per switch		NA		\$ 138.12	NA
Service Coordination Fee, per CLEC bill, per switch		\$ 0.88		N/A	NA
ULS Port Charge Per Month					
Basic Line Port /1/		\$ 5.34		\$ 44.01	N/A
Ground Start Port		\$ 5.77		\$ 44.01	N/A
Analog DID Trunk Port		\$ 10.69		\$ 44.01	N/A
ISDN BRI Port /1/		\$ 27.54		\$ 44.01	N/A
ISDN PRI Port		\$ 122.03		\$ 662.01	N/A
Digital Trunking Trunk Port		\$ 86.13		\$ 662.01	N/A
DS1 Trunk Port		\$ 77.39		\$ 662.01	N/A
Centrex Basic Line Port		\$ 9.61		\$ 44.01	N/A
Centrex ISDN BRI Port		\$ 45.03		\$ 44.01	N/A
Centrex EKL Line Port		\$ 28.09		\$ 44.01	N/A
Centrex Attendant Console Line Port		\$ 88.62		\$ 88.00	N/A
ULS and ULS-ST Port Non-Recurring Charges					
Service Order - Line Port, per occasion/1/		NA		\$ 14.14	NA
Service Order - Trunk Port, per occasion		NA		\$ 324.65	NA
Service Order - Record Order, per occasion		NA		\$ 12.55	NA
Conversion from one port type to another, per each port changed		NA		\$ 39.98	NA
UNE Platform Migration Charges /2/					
POTS		N/A		\$ 0.37	NA
ISDN-BRI		N/A		\$ 0.37	NA
UNE Platform Install Charges /2/					
POTS		N/A		\$ 0.41	NA
ISDN-BRI		N/A		\$ 0.41	NA
UNE Platform Disconnect Charges /2/					
POTS		N/A		\$ 0.41	NA
ISDN-BRI		N/A		\$ 0.41	NA
Ports FeatureAdd / Change Translations Charges /2/					
POTS		N/A		\$ 0.41	NA
ISDN-BRI		N/A		\$ 0.41	NA
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
Call Waiting		\$ -		NA	
Call Forwarding Variable		\$ -		NA	
Call Forwarding Busy Line		\$ -		NA	
Call Forwarding Don't Answer		\$ -		NA	
Three-Way Calling		\$ -		NA	
Speed Calling - 8		\$ -		NA	
Speed Calling - 30		\$ -		NA	
Auto Callback/Auto Redial		\$ -		NA	
Distinctive Ring/Priority Call		\$ -		NA	
Selective Call Rejection/Call Blocker		\$ -		NA	
Auto Recall/Call Return		\$ -		NA	
Selective Call Forwarding		\$ -		NA	
Calling Number Delivery		\$ -		NA	
Calling Name Delivery		\$ -		NA	
Calling Number/Name Blocking		\$ -		NA	
Analog Line Port Features:					
Personalized Ring (per arrangement per port)		\$ -		NA	
Hunting Arrangement (per arrangement)		\$ -		NA	
ISDN BRI Port Features (per B Channel, unless noted)					
CSV/CSD per ISDN BRI port (required/provided)		\$ -			
Basic Centrex Electronic Key Line (EKL) Features					
Basic EKL provides:					
Bridged Call Exclusion					
Bridging					
Call Forwarding Don't Answer					
Call Forwarding Interface Busy					
Call Forwarding Variable					
Message Waiting Indicator					

INDIANA	Recurring		Non-Recurring	
AIT Generic Rates	Monthly		Frist	Additional
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Call Appearance Call Handling (CACH) EKL				
CACH EKL includes:				
Additional Call Offering (inherent)				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Intercom				
Key System Coverage for Analog Lines				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Basic individual features:				
Additional Call Offering				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Calling Number Delivery				
Hunt Group for CSD				
Hunt Group for CSV				
Message Waiting Indicator				
Secondary Only Telephone Number				
Three Way Conference Calling				
ISDN PRI Port Features				
Backup D Channel				
Calling Number Delivery				
Dynamic Channel Allocation				
DID #s - see Analog DID Trunk Port Features				
Analog Trunk Port Features (per feature per port)				
DID #s - per telephone number	\$	0.01	NA	
DS1 Digital Trunk Port Features (per feature per port)				
DID #s - per telephone number	\$	0.01	NA	
Unbundled Centrex System Options				
System Initial Establishment per Serving Office - Analog Only	NA		\$	407.35 NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		\$	407.35 NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		\$	407.35 NA
System Subsequent Change per Serving Office - Analog only system	NA		\$	58.53 NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		\$	58.53 NA
System Subsequent Change per Serving Office - ISDN BRI only system	NA		\$	58.53 NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system	NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system	NA		NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex				
Standard feature initialization per Centrex Common Block	\$	-	\$	223.22
System Features (per Centrex Common Block):	\$	310.38	NA	
Automatic Callback Calling/Business Group Callback				
Call Forwarding Variable/Business Group Call Forwarding Variable				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Call Waiting - Intragroup/Business Group Call Waiting				
Call Waiting - Originating				
Call Waiting - Terminating				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				
Distinctive Ringing and Call Waiting Tone				
Hunting Arrangement - Basic				
Hunting Arrangement - Circular				
Speed Calling Personal (short list)				
Three Way Calling				
ISDN BRI Port Features for Unbundled Centrex				
Circuit Switched Voice (CSV)(CSD) per BRI port				
Standard feature initialization	\$	-	\$	223.22
System features (per Centrex Common Block)	\$	310.38	NA	
Additional Call Offering for CSV				
Automatic Callback Calling				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Forwarding Variable				

TBD -To be determined
NRO -Nonrecurring only
ICB -Individual Case Basis
NA -Not Applicable

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
TRANSIT SERVICE					
	Tandem Switching - per minute of use	\$ 0.004388		NA	
	Tandem Termination - per minute of use	\$ 0.000095		NA	
	Tandem Facility - per minute of use	\$ 0.000056		NA	
/1/ Per 3/28/02 IURC order in Indiana Case 40611-S1, Non Recurring Charge (NRC) does not apply to POTS or ISDN-BRI UNE-P Migrations or Installations. Application of rates is subject to Ameritech Indiana reservation of rights pertaining to that order, and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law. /2/ Rates are the result of 3/28/02 IURC order in Indiana Case 40611-S1. Rates are subject to Ameritech Indiana reservation of rights pertaining to that order, and subject to modification as a result of reconsideration, appeal, further IURC action, or other change of law. * The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					
RESALE		RESALE DISCOUNTS			
BUSINESS		RECURRING		NON-RECURRING	
LOCAL EXCHANGE SERVICE					
	Business 1 Party	21.46%		21.46%	
	Business - Measured	21.46%		21.46%	
	Customer Operated Pay Telephone (COPT)	21.46%		21.46%	
EXPANDED LOCAL CALLING					
	Extended Area Service	21.46%		21.46%	
VERTICAL SERVICES					
	Anonymous Call Rejection	21.46%		21.46%	
	Repeat Dialing (Auto Redial)	21.46%		21.46%	
	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	21.46%		21.46%	
	Call Blocker	21.46%		21.46%	
	Call Forwarding	21.46%		21.46%	
	Call Forwarding - Busy Line	21.46%		21.46%	
	Call Forwarding - Busy Line/Don't Answer	21.46%		21.46%	
	Call Forwarding - Don't Answer	21.46%		21.46%	
	Automatic CallBack (Call Return)	21.46%		21.46%	
	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	21.46%		21.46%	
	Call Trace	21.46%		21.46%	
	Call Waiting	21.46%		21.46%	
	Caller ID WithName (Calling Name)	21.46%		21.46%	
	Caller ID (Calling Number)	21.46%		21.46%	
	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	21.46%		21.46%	
	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	21.46%		21.46%	
	Remote Access to Call Forwarding (Grandfathered)	0.00%		0.00%	
	Selective Call Forwarding	0.00%		0.00%	
	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	21.46%		21.46%	
	Remote Call Forwarding-Per Feature	21.46%		21.46%	
	RCF, Interstate, Interexchange	21.46%		21.46%	
	RCF, Intrastate	21.46%		21.46%	
	RCF, Interstate, International	21.46%		21.46%	
	RCF, Intrastate, Interexchange	21.46%		21.46%	
	RCF to 800	21.46%		21.46%	
	RCF Additional	21.46%		21.46%	
	Speed Calling 8	21.46%		21.46%	
	Speed Calling 30	21.46%		21.46%	
	Three Way Calling	21.46%		21.46%	
	Call Screening	21.46%		21.46%	
	Busy Line Transfer	21.46%		21.46%	
	Alternate Answer	21.46%		21.46%	
	Message Waiting - Tone	21.46%		21.46%	
	Easy Call	21.46%		21.46%	
	Prime Number Service	21.46%		21.46%	
	AMERITECH Privacy Manager	21.46%		21.46%	
	Name and Number Delivery Service	21.46%		21.46%	
DID					
	DID	21.46%		21.46%	
TRUNKS					
	Trunk	21.46%		21.46%	
AIN					
	Area Wide Networking	21.46%		21.46%	
	Ameritech Switch Alternate Routing (ANSAR)	21.46%		21.46%	
	Ameritech Customer Location Alternate Routing (ACLAR)	21.46%		21.46%	
OTHER					
	Grandfathered Services	0.00%		0.00%	
	Promotions (Greater than 90 days)	21.46%		21.46%	
	TouchTone (Business)	21.46%		21.46%	
	TouchTone (Trunk)	21.46%		21.46%	
	900/976 Call Blocking (900/976 Call Restriction)	0%		0%	
	976 (976 Information Delivery Service)	0%		0%	
	Access Services (See Access Tariff)	0%		0%	
	Additional Directory Listings	21.46%		21.46%	
	Carrier Disconnect Service (Company Initiated Suspension Service)	0%		0%	
	Connection Services	21.46%		21.46%	
	Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
	Shared Tenant Service	0%		0%	
Data Services					
	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	21.46%		21.46%	

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
	PBX Trunks	21.46%		21.46%	
	Mult-Service Optical Network (MON)	21.46%		21.46%	
	OCn-PTP	21.46%		21.46%	
	ADTS-E	21.46%		21.46%	
	DS0	21.46%		21.46%	
	DS1	21.46%		21.46%	
	DS3	21.46%		21.46%	
	ISDN				
	ISDN	21.46%		21.46%	
	DIRECTORY ASSISTANCE SERVICES	21.46%		20.29%	
	Local Operator Assistance Service	21.46%		21.46%	
	TOLL				
	TOLL	21.46%		21.46%	
	OPTIONAL TOLL CALLING PLANS				
	Optional Toll Calling Plans	21.46%		21.46%	
	CENTREX (PLEXAR)				
	Ameritech Centrex Service ACS	21.46%		21.46%	
	Ameritech Centrex Network Manager	0.00%		0.00%	
	PRIVATE LINE				
	Analog Private Lines	21.46%		21.46%	
	Private Line Channel Services	21.46%		21.46%	
	RESIDENCE				
	LOCAL EXCHANGE SERVICE	RECURRING		NON-RECURRING	
	Life Line	0.00%		0.00%	
	Residence 1 Party	21.46%		21.46%	
	Residence Measured	21.46%		21.46%	
	EXPANDED LOCAL CALLING				
	Extended Area Service	21.46%		21.46%	
	VERTICAL SERVICES				
	Anonymous Call Rejection	21.46%		21.46%	
	Repeat Dialing (Auto Redial)	21.46%		21.46%	
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	21.46%		21.46%	
	Call Blocker	21.46%		21.46%	
	Call Forwarding	21.46%		21.46%	
	Call Forwarding - Busy Line	21.46%		21.46%	
	Call Forwarding - Busy Line/Don't Answer	21.46%		21.46%	
	Call Forwarding - Don't Answer	21.46%		21.46%	
	Automatic Call-Back (Call Return)	21.46%		21.46%	
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	21.46%		21.46%	
	Call Trace	21.46%		21.46%	
	Call Waiting	21.46%		21.46%	
	Caller ID with Name (Calling Name)	21.46%		21.46%	
	Caller ID (Calling Number)	21.46%		21.46%	
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	21.46%		21.46%	
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	21.46%		21.46%	
	Remote Access to Call Forwarding (GF)	21.46%		21.46%	
	RCF, Interstate, Interexchange	21.46%		21.46%	
	RCF, Intrastate	21.46%		21.46%	
	RCF, Interstate, International	21.46%		21.46%	
	RCF, Intrastate, Interexchange	21.46%		21.46%	
	RCF to 800	21.46%		21.46%	
	RCF Additional	21.46%		21.46%	
	Selective Call Forwarding	21.46%		21.46%	
	Speed Calling 8	21.46%		21.46%	
	Three Way Calling	21.46%		21.46%	
	Call Screening	21.46%		21.46%	
	Busy Line Transfer	21.46%		21.46%	
	Alternate Answer	21.46%		21.46%	
	Message Waiting - Tone	21.46%		21.46%	
	Easy Call	21.46%		21.46%	
	AMERITECH Privacy Manager	21.46%		21.46%	
	Name and Number Delivery Service	21.46%		21.46%	
	ISDN				
	ISDN	21.46%		21.46%	
	DIRECTORY ASSISTANCE SERVICES	21.46%		21.46%	
	Local Operator Assistance Service	21.46%		21.46%	
	OTHER				
	Grandfathered Services	0.00%		0.00%	
	Promotions (Greater than 90 Days)	21.46%		21.46%	
	TouchTone	21.46%		21.46%	
	Home Services Packages	21.46%		21.46%	
	900/976 Call Blocking (900/976 Call Restriction)	21.46%		21.46%	
	976 (976 Information Delivery Service)	21.46%		21.46%	
	Access Services (See Access Tariff)	0%		0%	
	Additional Directory Listings	21.46%		21.46%	

INDIANA		Recurring		Non-Recurring	
AIT Generic Rates		Monthly		Frist	Additional
	Carrier Disconnect Service (Company Initiated Suspension Service)	21.46%		21.46%	
	Connection Services	21.46%		21.46%	
	Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
	Shared Tenant Service	0%		0%	
	TOLL				
	Custom and Dedicated 800 Service (Home 800)	21.46%		21.46%	
	IntraLATA MTS	21.46%		21.46%	
	Toll Restriction	21.46%		21.46%	
	Electronic Billing Information Data (daily usage)	\$0.00			
	per message				
	Local disconnect Report (LDR)				
	Per WTN	\$0.00			
	Line Connection Charge				
	Residence			N/A	
	Business			N/A	
	Service Order/Service Request Charge				
	Residence			\$21.21	
	Business			\$30.63	
	Non-Electronic (Manual) Service Order Charge				
	Residence			\$9.02	
	Business			\$9.02	

Collocation Services

Indiana		VIRTUAL COLLOCATION QUOTE SHEET			
			QUANTITY	RATE	RATE
COST ELEMENT	UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62		\$30.76	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63		\$55.36	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66		\$30.76	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67		\$55.36	
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	S8F64		\$15.43	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		\$27.78	
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRLJX			\$581.60
DC Power Engineering	Per Application	NRLFU			\$618.17
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)				
Power Cable and Infrastructure:					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		\$0.76	
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	S8F69		\$0.53	
POWER CONSUMPTION					
DC Power Usage	Per Amp	S8F78		\$9.23	
FIBER CABLE PLACEMENT					
Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		\$8.02	\$2,362.23
Entrance Conduit	Per Fiber Cable Sheath	S8F8G		\$12.92	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey					
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1U			\$436.10
Project Coordination	Per CLEC Application	NRL59			\$2,768.86
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL56			\$324.94
Project Coordination	Per CLEC Application Augment	NRL5Z			\$1,309.76
TIME SENSITIVE ACTIVITIES					
TRAINING					
Communication Technician	Per 1/2 Hour	NRLJY			\$18.70
C O Manager (LFO)	Per 1/2 Hour	NRLMO			\$24.62
Power Engineer	Per 1/2 Hour	NRLNQ			\$37.05
Equipment Engineer	Per 1/2 Hour	NRLP6			\$37.05
EQUIPMENT MAINTENANCE COST					
Communication Technician (NOC)	Per 1/4 Hour	NRLVH			\$9.35
EQUIPMENT EVALUATION COST					
Equipment Engineer	Per 1/2 Hour	NRLP7			\$37.05
CONSTRUCTION COORDINATION					
Communication Technician	Per 1/2 Hour	NRLVD			\$18.70
TEST & ACCEPTANCE					
Communication Technician	Per 1/2 Hour	NRLVD			\$18.70
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Placement	NRLWF			\$1,050.04
Cable Installation	Per Arrangement				
Voice Grade Arrangement	100 Copper Pairs	S8F82		\$1.89	\$170.25
Includes Rack & Maintenance-Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs	S8F83		\$1.89	\$170.25
Includes Rack & Maintenance-Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1	S8F8X		\$227.36	\$5,134.09
Includes Rack & Maintenance - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1	S8F8Y		\$1.91	\$461.45
Includes Rack & Maintenance - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3	S8F8Z		\$117.71	\$3,411.13
Includes Rack & Maintenance - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3	S8F81		\$0.90	\$163.25
Includes Rack & Maintenance - DS3 - DSX	1 DS3				
4 Fiber Jumper	per Placement	S8F84		\$5.26	\$131.83
Fiber Raceway per 4 Fiber Jumper	Per Placement				
CLEC TO CLEC CONNECTION					

AMERITECH
TELEPHONE COMPANY
INDIANA

APPENDIX PRICING
Virtual Collocation - CDOW Rates Charges
AIT-IN-QuantumShift Communications, Inc.

Rates

Route Design	Per Placement/Per Route	12/05/01			
Cable Installation	Per Placement (CLEC Installs)	NRLWG			\$827.71
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F85		\$0.30	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F86		\$0.20	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87		\$1.28	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F88		\$0.60	
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W		\$0.04	\$14.80
Bits Timing	Per two circuits	S8F7Z		\$1.78	\$697.92

Rate of Elements		Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
COLLOCATION					
<u>Applicable to Cageless Physical Collocation Only</u>					
	Order Charge/Connect Order			\$ 341.88	
	Order Charge/Disconnect Order			\$ 8.73	
	COBO per Initial bay			\$ 23,153.21	
	50%			\$ 11,576.61	
	25%			\$ 5,788.30	
	COBO ea addl bay			\$ 3,455.28	
	50%			\$ 1,727.64	
	25%			\$ 863.82	
	CO Floor Space/bay	\$ 7.23			
	COBO per Initial Large bay				
	50%				
	25%				
	COBO ea addl Large bay				
	50%				
	25%				
	Order Charge/Connect Order				
	CO Floor Space/Large bay				
<u>Applicable to **(100 SqFt) Caged Physical Collocation Only:</u>					
	Order Charge/order			\$ 274.59	
	Order Charge/Disconnect order				
	COBO - initial 100 sq ft			\$ 31,913.53	
	50%			\$ 15,956.77	
	25%			\$ 7,978.38	
	COBO - per add'l 100 sq ft			\$ 14,241.37	
	50%			\$ 7,120.69	
	25%			\$ 3,560.34	
	Node enclosure - init 100 sqft			\$ 4,932.87	
	Node enclosure - ea addl 100 sqft			\$ 1,948.18	
	CO floor space/100 sqft	\$ 941.19			

AMERITECH TELEPHONE COMPANY

APPENDIX PRICING

Physical Collocation Embedded Base Rates Charges

Indiana

AIT-IN/QuantumShift Communications, Inc.

	**50 sq ft space is available via an NSCR					

AMERITECH TELEPHONE COMPANY

APPENDIX PRICING

Physical Collocation Embedded Base Rates Charges

AIT-IN/QuantumShift Communications, Inc.

Indiana

<u>Applicable to Shared Cage Physical Collocation Only</u>					
	Order Charge per Connect Order			\$	471.74
	Order Charge/Disconnect order			\$	8.73
	COBO per initial 50 sqft			\$	34,933.89
	50%			\$	17,466.95
	25%			\$	8,733.47
	COBO ea addl 50 sqft			\$	9,936.59
	50%			\$	4,968.30
	25%			\$	2,484.15
	Enclosure 1st 50 sqft			\$	2,444.20
	enclosure ea addl 50 sqft			\$	1,118.71
	CO floor space/50 sqft	\$	166.32		
<u>Applicable to All Physical Collocation Offerings:</u>					
	Cable Pulling Ca Vault to Node -1st ft			\$	182.65
	Cable pulling Ca Vault to Node -ea addl ft			\$	0.83
	Power Delivery/Power lead			\$	1,804.42
	Space Reservation			\$	654.71
	Entrance Conduit/innerduct/ft	\$	0.08		
	Passive bay Term (bay&Panel)/DS1 term	\$	0.88		
	Passive bay Term (bay&Panel)/DS3 term	\$	11.26		
	200 Conductor Block (outside node)	\$	103.59		
	Digital Timing Source/synch signal provided	\$	20.77		
	DS1 repeater	\$	9.64		
	DS3 repeater	\$	55.96		
	Security Photo ID card/card			\$	8.62
	Riser space/ft	\$	1.44		
	Cancellation Charge				
<u>Applicable to All Physical & Virtual Collocation Offerings</u>					
	Cable Vault Splicing - per initial			\$	204.13
	Cable Vault Splicing - per subsequent			\$	15.16
	Splice Testing - per Initial			\$	46.82
	Splice Testing - per subsequent			\$	2.76
	Cable Pulling MH to Cable Vault-1st ft			\$	221.48
	Cable Pulling MH to Cable Vault-ea addl ft			\$	1.10
	Diverse Riser/flr traversed			\$	599.38

AMERITECH TELEPHONE COMPANY

APPENDIX PRICING

Physical Collocation Embedded Base Rates Charges

AIT-IN/QuantumShift Communications, Inc.

Indiana

		Power Consumption/Fuse Amp	\$ 6.88			
		Power Msmt Billing/Customer Arrgt	NA		NA	
		Power Consumption/KWH	NA			
		Power Msmt/Customer Arrgt				
		Power Msmt Enrg Charge/Existing Arrgt	NA		NA	
		200 Conductor Electrical Cross Connect Block	\$ 103.59			
		Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 24.66			
		Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 77.25			
		Optical Cross-Conn panel/OCX Panel segment	\$ 9.54			
		1 The rates and charges in this appendix entitled "CLEC Physical Collocation Embedded Base Rates and Charges" (Pricing Appendix) are CLEC-specific. In the event that the Agreement rates, terms and conditions are the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, the term "CLEC's Physical Collocation Embedded Base" shall mean the Adopting CLEC's own Physical Collocation Embedded Base and the nonrecurring and recurring rates associated with such Physical Collocation Embedded Base shall be the nonrecurring and recurring rates associated with the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Physical Collocation Embedded Base from or the nonrecurring and recurring rates previously agreed to by the Adopting CLEC and AMERITECH pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and AMERITECH; therefore, in such event, the rates and charges set forth on this Pricing Appendix will be modified to reflect the rates and charges associated with the Adopting CLEC's own Physical Collocation Embedded Base as more specifically described hereinabove.				

APPENDIX PRICING

Indiana

AIT-IN-QuantumShift Communications, Inc.

Rate of Elements			Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
COLLOCATION						
	<u>Applicable to All Physical & Virtual Collocation Offerings</u>					
		Cable Vault Splicing - per initial			\$ 204.13	
		Cable Vault Splicing - per subsequent			\$ 15.16	
		Splice Testing - per Initial			\$ 46.82	
		Splice Testing - per subsequent			\$ 2.76	
		Cable Pulling MH to Cable Vault-1st ft			\$ 221.48	
		Cable Pulling MH to Cable Vault-ea addl ft			\$ 1.10	
		Diverse Riser/flr traversed			\$ 599.38	
		Power Consumption/Fuse Amp	\$ 6.88			
		Power Msmt Billing/Customer Arrgt	NA		NA	
		Power Consumption/KWH	NA			
		Power Msmt/Customer Arrgt				
		Power Msmt Engrg Charge/Existing Arrgt	NA		NA	
		200 Conductor Electrical Cross Connect Block	\$ 103.59			
		Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 24.66			
		Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 77.25			
		Optical Cross-Conn panel/OCX Panel segment	\$ 9.54			
	<u>Applicable to Virtual Collocation Only</u>					
		Service Order			\$ 113.39	
		Cable Pulling-Vault to LGX Panel- 1st ft			\$ 82.65	
		Cable Pulling-Vault to LGX Panel- ea addl ft			\$ 0.83	
		Proj Mgmt Fee - initial 7' bay			\$ 2,618.81	
		Proj Mgmt Fee - ea subs 7' bay			\$ 1,309.41	
		Proj Mgmt Fee - initial shelf			\$ 1,964.11	
		Proj Mgmt Fee - ea addl shelf			\$ 1,178.46	
		Proj Mgmt Fee - per rearrangement			\$ 1,571.29	

Indiana

		Power Delivery/7' Bay			\$	1,804.42	
		Thru Connect per DSX1 to DSX1	\$	0.36	\$	71.00	
		Thru Connect per OCX to OCX	\$	2.61	\$	7.00	
		7' bay (Co. provided/installed)/bay	\$	19.08	\$	393.71	
		7' bay (cust provided/installed)/bay	\$	35.47			
		Riser Space/fiber termination	\$	2.46			
		Digital Timing Source/timing ckt	\$	4.14			
		Entrance Facility/ft	\$	0.08			
		Optical Line Riser space/ft	\$	0.32			
		Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)					
		Cable Racking/ft	\$	1.22			
		Project Mgmt Fee			\$	872.73	
		Premises Report					
		Premises Report				T&M	
		Note: T & M - Time and Materials					
		1 The rates and charges in this appendix entitled "CLEC Virtual Collocation Embedded Base Rates and Charges" (Pricing Appendix) are CLEC-specific. In the event that the Agreement rates, terms and conditions are the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, the term "CLEC's Virtual Collocation Embedded Base" shall mean the Adopting CLEC's own Virtual Collocation Embedded Base and the nonrecurring and recurring rates associated with such Virtual Collocation Embedded Base shall be the nonrecurring and recurring rates associated with the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Virtual Collocation Embedded Base from or the nonrecurring and recurring rates previously agreed to by the Adopting CLEC and AMERITECH pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and AMERITECH; therefore, in such event, the rates and charges set forth on this Pricing Appendix will be modified to reflect the rates and charges associated with the Adopting CLEC's own Virtual Collocation Embedded Base as more specifically described hereinabove.					

		Collocation Services				
Indiana		CAGE				
		QUOTE SHEET				
				QUANTITY	RATE	RATE
				OF	MONTHLY	NON-
COST ELEMENT		UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB				\$26.03
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N				\$50.65
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L			\$6.41	
COMMON SYSTEMS						
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A			\$0.30	\$116.24
POWER PROVISIONING						
Power Engineering:						
ILEC-Vendor Engineering	Per Application	NRL6Q				\$581.60
DC Power Engineering	Per Application	NRL6P				\$618.17
Power Panel:						
50 Amp	Per Power Panel (CLEC Provides)	NONE				\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE				\$0.00
Power Cable and Infrastructure:						
Power Cable Rack	Per Four Power Cables or Quad	S8F29			\$0.12	\$48.17
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
Equipment Grounding:						
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR			\$0.08	\$30.59
POWER CONSUMPTION (Including HVAC)						
20 Amps	Per 20 Amps	S8FPT			\$238.50	
40 Amps	Per 40 Amps	S8FQD			\$477.00	
50 Amps	Per 50 Amps	S8FPS			\$596.25	
100 Amps	Per 100 Amps	S8FQE			\$995.60	
200 Amps	Per 200 Amps	S8FQF			\$1,991.19	
400 Amps	Per 400 Amps	SP1QJ			\$3,982.38	
FIBER CABLE PLACEMENT						
Central Office:						
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9			\$12.48	\$872.48
Entrance Conduit	Per Fiber Cable Sheath	S8FW5			\$12.92	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45			\$0.01	\$14.80
Bits Timing	Per two circuits	S8FQT			\$0.50	\$697.92
Space Availability Report	Per Premise	NRLYX				\$113.73
Security Access / ID Cards	Per Card	NRLZW				\$30.82
ID Card	Per Card	NONE				\$0.00
Cage Prep Costs						
Vendor Layout & Coord.	Per CLEC Cage	NRL6N				\$501.34
AC Circuits to Cage	Per CLEC Cage	NRL6O				\$556.06
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 Placement/Per Route	NRL6R				\$1,050.04
Installation	Per Cable (CLEC Installs Cable)					
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48			\$4.44	\$170.25
Rack - Voice Grade	100 Copper Pairs					
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU			\$4.44	\$170.25
Rack - Voice Grade	100 Shielded Pairs					
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM			\$227.36	\$5,134.09
Rack - DS1 - DCS	28 DS1					
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46			\$1.91	\$461.45
Rack - DS1 - DSX	28 DS1					
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47			\$117.71	\$3,411.13
Rack - DS3 - DCS	1 DS3					
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN			\$0.90	\$163.25
Rack - DS3 - DSX	1 DS3					
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR			\$5.77	\$263.65
Fiber Racking per 24 Fiber Cable	Per Placement					
CLEC TO CLEC CONNECTION						
Route Design	Per Placement	NRL6W				\$755.11
Cable Installation	Per Placement (CLEC Installs Cable)					
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)					
Cable Rack per 50 pr Cable	Per Placement	S8F4X			\$0.20	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)					
Cable Rack Per DS-3	Per Placement	S8F4Y			\$0.13	

<u>Collocation Services</u>					
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$0.86	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.41	
4 Inch Conduit	Per Placement (CLEC Provides)				
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
CO Survey and					
Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC			\$13.96
<u>PROJECT MANAGEMENT</u>					
<u>INITIAL</u>					
Application Processing	Per CLEC Application	NRL1D			\$735.53
Project Coordination	Per CLEC Application	NRL57			\$2,433.31
<u>AUGMENT</u>					
Application Processing	Per CLEC Application Augment	NRL1F			\$476.15
Project Coordination	Per CLEC Application Augment	NRL58			\$1,309.76
<u>TIME SENSITIVE ACTIVITIES</u>					
<u>PRE-VISIT</u>					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$23.08
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$9.35
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$12.31
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$18.53
<u>CONSTRUCTION-VISIT</u>					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$18.53
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$23.08

		Collocation Services				
Indiana		CAGELESS QUOTE SHEET				
				QUANTITY	RATE	RATE
				OF	MONTHLY	NON-
				UNITS	RECURRING	RECURRING
COST ELEMENT		UNIT	USOC			
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
Site Conditioning	Per 10 Sq. Ft. of space used by CLEC	S8FWC				\$260.30
Safety & Security	Per 10 Sq. Ft. of space used by CLEC	S8FWG				\$506.50
Floor Space Usage	Per 10 Sq. Ft. of space used by CLEC	S8F9C			\$64.10	
Site Conditioning	Per 18 Sq. Ft. of space used by CLEC	S8FWD				\$468.54
Safety & Security	Per 18 Sq. Ft. of space used by CLEC	S8FWH				\$911.70
Floor Space Usage	Per 18 Sq. Ft. of space used by CLEC	S8F9E			\$115.38	
COMMON SYSTEMS						
Common Systems - Cageless	Per 10 Sq. Ft. of space used by CLEC	S8FWE			\$3.80	\$1,471.80
Common Systems - Cageless	Per 18 Sq. Ft. of space used by CLEC	S8FWF			\$6.84	\$2,649.24
POWER PROVISIONING						
Power Engineering:						
ILEC-Vendor Engineering	Per Application	NRL6Q				\$581.60
DC Power Engineering	Per Application	NRL6P				\$618.17
Power Panel:						
50 Amp	Per Power Panel (CLEC Provides)	NONE				\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE				\$0.00
Power Cable and Infrastructure:						
Power Cable Rack	Per Four Power Cables or Quad	S8F29			\$0.12	\$48.17
20 Amp	Per Four Power Cables or Quad	NONE				\$0.00
40 Amp	Per Four Power Cables or Quad	NONE				\$0.00
50 Amp	Per Four Power Cables or Quad	NONE				\$0.00
100 Amp	Per Four Power Cables or Quad	NONE				\$0.00
200 Amp	Per Four Power Cables or Quad	NONE				\$0.00
Equipment Grounding:						
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR			\$0.08	\$30.59
POWER CONSUMPTION (Including HVAC)						
20 Amps	Per 20 Amps	S8FPT			\$238.50	
40 Amps	Per 40 Amps	S8FQD			\$477.00	
50 Amps	Per 50 Amps	S8FPS			\$596.25	
100 Amps	Per 100 Amps	S8FQE			\$995.60	
200 Amps	Per 200 Amps	S8QF			\$1,991.19	
400 Amps	Per 400 Amps	SP1QJ			\$3,982.38	
FIBER CABLE PLACEMENT						
Central Office:						
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	S8F09			\$12.48	\$872.48
Entrance Conduit	Per Fiber Cable Sheath	S8FW5			\$12.92	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45			\$0.01	\$14.80
Bits Timing	Per two circuits	S8FQT			\$0.50	\$697.92
Space Availability Report	Per Premise	NRLYX				\$113.73
Security Access / ID Cards	Per Card	NRLZW				\$30.82
ID Card	Per Card	NONE				\$0.00
CAGELESS / POT BAY OPTIONS						
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	NRL6R				\$1,050.04
Installation	Per Cable (CLEC Installs Cable)					
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E			\$4.44	\$170.25
Rack - Voice Grade	100 Copper Pairs					
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV			\$4.44	\$170.25
Rack - Voice Grade	100 Shielded Pairs					
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J			\$227.36	\$5,134.09
Rack - DS1 - DCS	28 DS1					
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P			\$1.91	\$461.45
Rack - DS1 - DSX	28 DS1					
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21			\$117.71	\$3,411.13
Rack - DS3 - DCS	1 DS3					
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25			\$0.90	\$163.25
Rack - DS3 - DSX	1 DS3					
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49			\$5.77	\$263.65
Fiber Racking per 24 Fiber Cable	Per Placement					

		Collocation Services			
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRL6W			\$755.11
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.20	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.13	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$0.86	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.41	
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	SP1QC			\$13.96
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1D			\$735.53
Project Coordination	Per CLEC Application	NRL57			\$2,433.31
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL1F			\$476.15
Project Coordination	Per CLEC Application Augment	NRL58			\$1,309.76
TIME SENSITIVE ACTIVITIES					
PRE-VISIT					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$23.08
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$9.35
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$12.31
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$18.53
CONSTRUCTION-VISIT					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$18.53
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$23.08

Collocation Services					
	Indiana	ADJACENT STRUCTURE			
		COST SUMMARY			
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
			QUANTITY	RATE	RATE
			OF	MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	UNITS	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55		\$0.00	
CONDUIT PLACEMENT					
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L			\$310.58
Set Up and Wall Coring	Per Placement	S8F8E			\$5,776.48
DC POWER PROVISIONING					
Power Engineering:					
DC Power Engineering	Per Placement	S8F8V			\$618.17
50 Amp DC Power Extension					
50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
I/LEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ			\$5,757.87
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			\$0.00
200 Amp DC Power Extension					
200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
I/LEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3			\$5,757.87
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION					
20 Amps	Per 20 Amps	S8FWJ		\$159.97	
40 Amps	Per 40 Amps	S8FNK		\$319.94	
50 Amps	Per 50 Amps	S8FWK		\$399.92	
100 Amps	Per 100 Amps	S8FWL		\$799.84	
200 Amps	Per 200 Amps	S8F3U		\$1,599.68	
AC POWER PROVISIONING					
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
AC Power	Per KWH	S8F56		\$0.06	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Site Survey		NRL84			\$2,503.26
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL6X			\$587.31
Project Coordination	Per CLEC Application	NRL6Z			\$4,142.62
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL6Y			\$476.15
Project Coordination	Per CLEC Application Augment	NRL83			\$1,955.61
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
Fiber Cable Engineering	Per Placement	S8FW6			\$619.94
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cable)	S8FW7		\$4.41	
Innerduct Placement	Per Linear Foot	S8FW8			\$1.40
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:					
I/LEC TO CLEC CONNECTION					
Route Design	Per Application	NRL8P			\$1,050.04
Installation	Per Cable (CLEC Installs)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3G		\$4.44	\$170.25
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWW		\$4.44	\$170.25
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2L		\$227.36	\$5,134.09
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R		\$1.91	\$461.45
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23		\$117.71	\$3,411.13
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27		\$0.90	\$163.25
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N		\$5.77	\$263.65
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement	NRL8Q			\$755.11
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F57		\$0.20	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				

AMERITECH TELEPHONE COMPANY
INDIANA
December 5, 2001

APPENDIX PRICING
Physical Colloc CDOW Rates/Charges
AIT-IN/QuantumShift Communications, Inc.

Collocation Services					
Cable Rack Per DS-3	Per Placement	S8F58		\$0.13	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59		\$0.86	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F61		\$0.41	
4 Inch Conduit	Per Placement (CLEC Provided)				
TIME SENSITIVE ACTIVITIES					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$23.08
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$9.35
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$12.31
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$18.53
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$18.53
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$23.08

Indiana
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Zone 1 - Rural			\$ 6.23	Uses existing rate in underlying agreement, if none, use generic rate	
Zone 2 - Suburban			\$ 6.23	Uses existing rate in underlying agreement, if none, use generic rate	
Zone 3 - Urban			\$ 6.23	Uses existing rate in underlying agreement, if none, use generic rate	

**SCHEDULE - UNE COMBINATIONS
(Indiana)**

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

Prem to Prem

2-Wire Analog Loop to 2-Wire Analog Loop (same wire center)
2-Wire Digital Loop to 2-Wire Digital Loop (same wire center)
4-Wire Analog Loop to 4-Wire Analog Loop (same wire center)
4-Wire Digital Loop to 4-Wire Digital Loop (same wire center)
2-Wire Analog Loop to 4-Wire Analog Loop (same wire center)
2-Wire Analog Loop to DS1 Dedicated Transport facilities to 2-Wire Analog Loop
2-Wire Digital Loop to DS1 Dedicated Transport facilities to 2-Wire Digital Loop
4-Wire Digital loop to DS1 Dedicated Transport facilities to 4-Wire Digital Loop
4-Wire Analog Loop to DS1 Dedicated Transport facilities to 4-Wire Analog Loop
4-Wire Digital Loop to OC3 Dedicated Transport facilities to 4-Wire Digital Loop
2-Wire Analog Loop to DS1 Dedicated Transport facilities to 4-Wire Analog Loop

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Analog Loop to Ocn UDT
4-Wire Analog Loop to OCn UDT

EXHIBIT ICLEC SERVING AREA DESCRIPTION AND E9-1-1
INTERCONNECTION DETAILS

CLEC NAME & CONTACTS	CLEC "OCN"	CLEC Switch	Switch Type	CLEC NPA/NXX(s) included
E9-1-1 Coordinator				
			CLLI Code	
	CLEC Telco ID			
			"Connect Signal" Digits ⁽⁴⁾	
9-1-1 Database Manager	CLEC Service Area Definition:		1 - 1	
Switch Site Contact			ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date

SBC-SWBT & SBC-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

SOUTHWESTERN BELL TELEPHONE COMPANY/CLEC
KANSAS
NOVEMBER 13, 2002

APPENDIX PRICING
Effective Date: xx/xx/xx

#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		UNBUNDLED NETWORK ELEMENTS						
2		Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 20.49 *	\$ 10.25 *	
3			2-Wire Analog Zone 1 (Rural)	U21	\$ 23.34 *	\$ 28.45	\$ 13.55	
4			2-Wire Analog Zone 2 (Suburban)	U21	\$ 13.64 *	\$ 28.45	\$ 13.55	
5			2-Wire Analog Zone 3 (Urban)	U21	\$ 11.86 *	\$ 28.45	\$ 13.55	
6			Conditioning for dB loss from 8db to 5db	UL2	\$ 7.81 *	\$ 22.76	\$ 8.58	
7			4-Wire Analog Zone 1(Rural)	U4H	\$ 41.76 *	\$ 47.60	\$ 23.00	
8			4-Wire Analog Zone 2 (Suburban)	U4H	\$ 23.94 *	\$ 47.60	\$ 23.00	
9			4-Wire Analog Zone 3 (Urban)	U4H	\$ 19.44 *	\$ 47.60	\$ 23.00	
10			2-Wire Digital Zone 1(Rural)	U2Q	\$ 40.69 *	\$ 15.03 I	\$ 6.22 I	
11			2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 29.50 *	\$ 15.03 I	\$ 6.22 I	
12			2-Wire Digital Zone 3 (Urban)	U2Q	\$ 32.66 *	\$ 15.03 I	\$ 6.22 I	
13			4-Wire Digital Zone 1(Rural)	U4D1X	\$ 88.48 *	\$ 68.40	\$ 27.25	
14			4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 70.26 *	\$ 68.40	\$ 27.25	
15			4-Wire Digital Zone 3 (Urban)	U4D1X	\$ 64.78 *	\$ 68.40	\$ 27.25	
16			DS3 Loop Zone 1 (Rural)	U4D3X	\$ 953.29	\$ 776.69	\$ 343.67	
17			DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 946.01	\$ 776.69	\$ 343.67	
18			DS3 Loop Zone 3 (Urban)	U4D3X	\$ 709.30	\$ 776.69	\$ 343.67	
19			OC3/3c Loop Zone 1 (Rural)	U6LTX	\$ 822.71	\$ 702.56	\$ 315.00	
20			OC3/3c Loop Zone 2 (Suburban)	U6LTX	\$ 843.66	\$ 702.56	\$ 315.00	
21			OC3/3c Loop Zone 3 (Urban)	U6LTX	\$ 850.49	\$ 702.56	\$ 315.00	
22			OC12/12c Loop Zone 1 (Rural)	U6LUX	\$ 2,653.11	\$ 702.56	\$ 315.00	
23			OC12/12c Loop Zone 2 (Suburban)	U6LUX	\$ 2,576.46	\$ 702.56	\$ 315.00	
24			OC12/12c Loop Zone 3 (Urban)	U6LUX	\$ 2,485.12	\$ 702.56	\$ 315.00	
25			OC48/48c Loop Zone 1 (Rural)	U6LVX	\$ 9,591.92	\$ 702.56	\$ 315.00	
26			OC48/48c Loop Zone 2 (Suburban)	U6LVX	\$ 8,883.50	\$ 702.56	\$ 315.00	
27			OC48/48c Loop Zone 3 (Urban)	U6LVX	\$ 7,913.52	\$ 702.56	\$ 315.00	
28		DSL Capable Loops						
29		2-Wire Digital Loop ISDN/IDSL	*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 1 (Rural)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
30			*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 2 (Suburban)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
31			*PSD #1 2-Wire Digital Loop ISDN/IDSL - Zone 3 (Urban)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
32		2-Wire xDSL Loop	*PSD #1 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLAX	\$ 23.34 *	\$ 28.45	\$ 13.55	
33			*PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 13.64 *	\$ 28.45	\$ 13.55	
34			*PSD #1 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLAX	\$ 11.86 *	\$ 28.45	\$ 13.55	
35			*PSD #2 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLCX	\$ 23.34 *	\$ 28.45	\$ 13.55	
36			*PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 13.64 *	\$ 28.45	\$ 13.55	
37			*PSD #2 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLCX	\$ 11.86 *	\$ 28.45	\$ 13.55	
38			*PSD #3 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLBX	\$ 23.34 *	\$ 28.45	\$ 13.55	
39			*PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 13.64 *	\$ 28.45	\$ 13.55	
40			*PSD #3 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLBX	\$ 11.86 *	\$ 28.45	\$ 13.55	
41			*PSD #4 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLDX	\$ 23.34 *	\$ 28.45	\$ 13.55	
42			*PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 13.64 *	\$ 28.45	\$ 13.55	
43			*PSD #4 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLDX	\$ 11.86 *	\$ 28.45	\$ 13.55	
44			*PSD #5 - 2-Wire xDSL Loop - Zone 1 (Rural)	U2F	\$ 23.34 *	\$ 28.45	\$ 13.55	
45			*PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 13.64 *	\$ 28.45	\$ 13.55	
46			*PSD #5 - 2-Wire xDSL Loop - Zone 3 (Urban)	U2F	\$ 11.86 *	\$ 28.45	\$ 13.55	
47			*PSD #7 - 2-Wire xDSL Loop - Zone 1 (Rural)	2SLFX	\$ 23.34 *	\$ 28.45	\$ 13.55	
48			*PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 13.64 *	\$ 28.45	\$ 13.55	
49			*PSD #7 - 2-Wire xDSL Loop - Zone 3 (Urban)	2SLFX	\$ 11.86 *	\$ 28.45	\$ 13.55	

SOUTHWESTERN BELL TELEPHONE COMPANY/CLEC
KANSAS
NOVEMBER 13, 2002

APPENDIX PRICING
Effective Date: xx/xx/xx

#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
50		4-Wire xDSL Loop	*PSD #3 - 4-Wire xDSL Loop - Zone 1 (Rural)	4SL1X	\$ 41.76	*	\$ 47.60	\$ 23.00	
51			*PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 23.94	*	\$ 47.60	\$ 23.00	
52			*PSD #3 - 4-Wire xDSL Loop - Zone 3 (Urban)	4SL1X	\$ 19.44	*	\$ 47.60	\$ 23.00	
53			* USOCS used for inventory purpose only						
54									
55		IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 40.69		\$ 181.75	\$ 94.80	
56			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 29.50		\$ 181.75	\$ 94.80	
57			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 32.66		\$ 181.75	\$ 94.80	
58									
59		HFPL Loop	HFPL Loop - Zone 1 (Rural)	ULPPX	\$ 0.00	I	N/A	N/A	
60			HFPL Loop - Zone 2 (Suburban)	ULPPX	\$ 0.00	I	N/A	N/A	
61			HFPL Loop - Zone 3 (Urban)	ULPPX	\$ 0.00	I	N/A	N/A	
62		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A		\$ 0.00	I N/A	
63			Loop Qualification Process - Manual	NRBXU	N/A		\$ 0.00	I N/A	
64			Loop Qualification Process - Detailed Manual	NR98Y	N/A		TBD	N/A	
65		DSL Conditioning Options	Removal of Repeaters	NRBXV	None		\$ 100.00	I \$ 100.00	I
66			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None		\$ 100.00	I \$ 100.00	I
67			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None		\$ 100.00	I \$ 100.00	I
68			Removal of Excessive Bridged Taps and Repeaters	NRBXH	None		\$ 100.00	I \$ 100.00	I
69			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None		\$ 100.00	I \$ 100.00	I
70			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None		\$ 100.00	I \$ 100.00	I
71			Removal of Excessive Bridged Taps	NRBXW	None		\$ 100.00	I \$ 100.00	I
72			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None		\$ 100.00	I \$ 100.00	I
73			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None		\$ 100.00	I \$ 100.00	I
74			Removal of Excessive Bridged Taps and Load Coils	NRBXF	None		\$ 100.00	I \$ 100.00	I
75			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None		\$ 100.00	I \$ 100.00	I
76			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None		\$ 100.00	I \$ 100.00	I
77			Removal of Load Coils	NRBXZ	None		\$ 100.00	I \$ 100.00	I
78			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None		\$ 100.00	I \$ 100.00	I
79			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None		\$ 100.00	I \$ 100.00	I
80									
81		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 0.68	I	\$ 17.29	I \$ 17.29	I
82			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 1.47	*	\$ 17.29	I \$ 17.29	I
83			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 2.95	*	\$ 41.63	\$ 35.73	
84			#HFPL Cross Connect - CLEC Owned Non-Integrated	UKCGE	\$ 0.73	***	\$ 65.15	*** \$ 46.82	***
85			#HFPL Cross Connect - CLEC Owned-Integrated	UKCGD	\$ 0.73	***	\$ 65.15	*** \$ 46.82	***
86			#HFPL Cross Connect - SBC Owned	UKCGX	\$ 0.73	***	\$ 77.17	*** \$ 55.00	***
87			# The price assumes all Central Office cross-connects required to provision the HFPL produc						
88		HFPL OSS Charge	HFPL OSS Charge - Per Line	UM3	\$ 0.00	I	N/A	*** N/A	***

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/CLEC
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NOVEMBER 13, 2002

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#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate		Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
89		HFPL (LST)	Line & Station Transfer	Pending	N/A		TBD	TBD	
90		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.47	*	\$ 17.29	\$ 17.29	
91			2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 0.24	*	\$ 17.29	\$ 17.29	
92			4-Wire Analog Loop to Collocation	UCXC4	\$ 2.95	*	\$ 41.63	\$ 35.73	
93			4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 0.48	*	\$ 41.63	\$ 35.73	
94			2-Wire Digital Loop to Collocation	(UCXC2) Pending	\$ 2.95	*	\$ 17.29	\$ 17.29	
95			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) Pending	\$ 0.48	*	\$ 17.29	\$ 17.29	
96			4-Wire Digital Loop to Collocation W&W/O testing	UDLY4	\$ 11.30	*	\$ 46.65	\$ 32.15	
97			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 25.64		\$ 143.08	\$ 100.07	
98			2-wire Analog Loop to Analog Line Port	UDLX2	\$ 1.47		\$ 35.83	\$ 29.44	
99			2-wire Analog Loop to Analog DID Trunk Port	under development	\$ 1.47		\$ 35.83	\$ 29.44	
100			2-wire Digital Loop to ISDN BRI Line Port	under development	\$ 1.47		\$ 35.83	\$ 29.44	
101			4-wire Digital Loop to ISDN PRI Trunk Port	under development	\$ 11.15		\$ 60.04	\$ 41.06	
102			4-wire Digital Loop to DS1 Trunk Port	under development	\$ 11.15		\$ 60.04	\$ 41.06	
103		Sub-Loop Unbundling	MDF to ECS subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAM	\$ 9.25		None	None	
104			MDF to ECS subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAM	\$ 8.89		None	None	
105			MDF to ECS subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAM	\$ 10.95		None	None	
106			MDF to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAN	\$ 4.79		None	None	
107			MDF to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAN	\$ 6.45		None	None	
108			MDF to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAN	\$ 9.46		None	None	
109			MDF to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAO	\$ 42.91		None	None	
110			MDF to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAO	\$ 18.03		None	None	
111			MDF to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAO	\$ 16.40		None	None	
112			ECS to SAI subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAP	\$ 2.38		None	None	
113			ECS to SAI subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAP	\$ 1.95		None	None	
114			ECS to SAI subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAP	\$ 2.64		None	None	
115			ECS to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAQ	\$ 40.50		None	None	
116			ECS to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAQ	\$ 13.53		None	None	
117			ECS to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAQ	\$ 9.58		None	None	
118			ECS to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAR	\$ 45.29		None	None	
119			ECS to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAR	\$ 18.00		None	None	
120			ECS to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAR	\$ 13.78		None	None	
121			SAI to Terminal subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAS	\$ 38.64		None	None	
122			SAI to Terminal subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAS	\$ 12.02		None	None	
123			SAI to Terminal subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAS	\$ 7.43		None	None	
124			SAI to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAT	\$ 43.43		None	None	
125			SAI to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAT	\$ 16.49		None	None	
126			SAI to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAT	\$ 11.63		None	None	
127			Terminal to NID subloop charge 2-Wire Analog Zone 1 (Rural)	U6LAU	\$ 4.92		None	None	
128			Terminal to NID subloop charge 2-Wire Analog Zone 2 (Suburban)	U6LAU	\$ 4.60		None	None	
129			Terminal to NID subloop charge 2-Wire Analog Zone 3 (Urban)	U6LAU	\$ 4.33		None	None	
130			MDF to ECS subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEM	\$ 24.96		None	None	
131			MDF to ECS subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEM	\$ 24.39		None	None	
132			MDF to ECS subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEM	\$ 26.55		None	None	
133			MDF to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEN	\$ 11.18		None	None	
134			MDF to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEN	\$ 15.53		None	None	
135			MDF to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEN	\$ 21.60		None	None	
136			MDF to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEO	\$ 87.43		None	None	
137			MDF to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEO	\$ 38.70		None	None	
138			MDF to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEO	\$ 35.49		None	None	
139			ECS to SAI subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEP	\$ 4.76		None	None	

UNE AECN:
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SOUTHWESTERN BELL TELEPHONE COMPANY/CLEC
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APPENDIX PRICING
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#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
140			ECS to SAI subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEP	\$ 3.89	None	None	
141			ECS to SAI subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEP	\$ 5.28	None	None	
142			ECS to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEQ	\$ 81.01	None	None	
143			ECS to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEQ	\$ 27.06	None	None	
144			ECS to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEQ	\$ 19.17	None	None	
145			ECS to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LER	\$ 90.58	None	None	
146			ECS to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 36.00	None	None	
147			ECS to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LER	\$ 27.56	None	None	
148			SAI to Terminal subloop charge 4-Wire Analog Zone 1 (Rural)	U6LES	\$ 77.28	None	None	
149			SAI to Terminal subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 24.05	None	None	
150			SAI to Terminal subloop charge 4-Wire Analog Zone 3 (Urban)	U6LES	\$ 14.86	None	None	
151			SAI to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LET	\$ 86.85	None	None	
152			SAI to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.99	None	None	
153			SAI to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LET	\$ 23.26	None	None	
154			Terminal to NID subloop charge 4-Wire Analog Zone 1 (Rural)	U6LEU	\$ 9.84	None	None	
155			Terminal to NID subloop charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 9.20	None	None	
156			Terminal to NID subloop charge 4-Wire Analog Zone 3 (Urban)	U6LEU	\$ 8.66	None	None	
157			MDF to ECS subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCM	\$ 6.04	None	None	
158			MDF to ECS subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCM	\$ 8.80	None	None	
159			MDF to ECS subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCM	\$ 9.89	None	None	
160			MDF to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCN	\$ 6.55	None	None	
161			MDF to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCN	\$ 9.23	None	None	
162			MDF to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCN	\$ 10.33	None	None	
163			MDF to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCO	\$ 44.68	None	None	
164			MDF to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCO	\$ 20.82	None	None	
165			MDF to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCO	\$ 17.28	None	None	
166			ECS to SAI subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCP	\$ 2.37	None	None	
167			ECS to SAI subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.94	None	None	
168			ECS to SAI subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCP	\$ 2.60	None	None	
169			ECS to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCQ	\$ 40.50	None	None	
170			ECS to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 13.53	None	None	
171			ECS to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCQ	\$ 9.54	None	None	
172			ECS to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCR	\$ 45.29	None	None	
173			ECS to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.00	None	None	
174			ECS to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCR	\$ 13.74	None	None	
175			SAI to Terminal subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCS	\$ 38.63	None	None	
176			SAI to Terminal subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCS	\$ 12.02	None	None	
177			SAI to Terminal subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCS	\$ 7.39	None	None	
178			SAI to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCT	\$ 43.42	None	None	
179			SAI to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCT	\$ 16.49	None	None	
180			SAI to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCT	\$ 11.58	None	None	
181			Terminal to NID subloop charge 2-Wire DSL Zone 1 (Rural)	U6LCU	\$ 4.92	None	None	
182			Terminal to NID subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCU	\$ 4.60	None	None	
183			Terminal to NID subloop charge 2-Wire DSL Zone 3 (Urban)	U6LCU	\$ 4.33	None	None	
184			MDF to ECS subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGM	\$ 12.08	None	None	
185			MDF to ECS subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGM	\$ 17.59	None	None	
186			MDF to ECS subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGM	\$ 19.78	None	None	
187			MDF to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGN	\$ 13.10	None	None	
188			MDF to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGN	\$ 18.47	None	None	
189			MDF to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGN	\$ 20.67	None	None	
190			MDF to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGO	\$ 89.35	None	None	
191			MDF to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGO	\$ 41.63	None	None	
192			MDF to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGO	\$ 34.56	None	None	
193			ECS to SAI subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGP	\$ 4.75	None	None	
194			ECS to SAI subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGP	\$ 3.89	None	None	
195			ECS to SAI subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGP	\$ 5.19	None	None	
196			ECS to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGQ	\$ 81.00	None	None	

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197			ECS to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGQ	\$ 27.05	None	None	
198			ECS to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGQ	\$ 19.08	None	None	
199			ECS to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGR	\$ 90.57	None	None	
200			ECS to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGR	\$ 35.99	None	None	
201			ECS to NID subloop charge 4-Wire-DSL Zone 3 (Urban)	U6LGR	\$ 27.48	None	None	
202			SAI to Terminal subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGS	\$ 77.27	None	None	
203			SAI to Terminal subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGS	\$ 24.04	None	None	
204			SAI to Terminal subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGS	\$ 14.77	None	None	
205			SAI to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 86.84	None	None	
206			SAI to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 32.98	None	None	
207			SAI to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 23.17	None	None	
208			Terminal to NID subloop charge 4-Wire DSL Zone 1 (Rural)	U6LGT	\$ 9.84	None	None	
209			Terminal to NID subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGT	\$ 9.20	None	None	
210			Terminal to NID subloop charge 4-Wire DSL Zone 3 (Urban)	U6LGT	\$ 8.66	None	None	
211			MDF to ECS Subloop Charge 2-Wire ISDN Zone 1 (Rural)	U6LBM	\$ 20.71	None	None	
212			MDF to ECS Subloop Charge 2-Wire ISDN Zone 2 (Suburban)	U6LBM	\$ 19.85	None	None	
213			MDF to ECS Subloop Charge 2-Wire ISDN Zone 3 (Urban)	U6LBM	\$ 23.06	None	None	
214			MDF to SAI subloop charge 2-Wire ISDN Zone 1 (Rural)	U6LBN	\$ 7.65	None	None	
215			MDF to SAI Subloop Charge 2-Wire ISDN Zone 2 (Suburban)	U6LBN	\$ 10.82	None	None	
216			MDF to SAI Subloop Charge 2-Wire ISDN Zone 3 (Urban)	U6LBN	\$ 16.44	None	None	
217			MDF to Terminal subloop charge 2-Wire ISDN Zone 1 (Rural)	U6LBO	\$ 45.77	None	None	
218			MDF to Terminal Subloop Charge 2-Wire ISDN Zone 2 (Suburban)	U6LBO	\$ 22.40	None	None	
219			MDF to Terminal Subloop Charge 2-Wire ISDN Zone 3 (Urban)	U6LBO	\$ 23.38	None	None	
220			MDF to RT Subloop Charge 2-Wire DS1 Zone 1 (Rural)	U6L1M	\$ 89.63	None	None	
221			MDF to RT Subloop Charge 2-Wire DS1 Zone 2 (Suburban)	U6L1M	\$ 85.35	None	None	
222			MDF to RT Subloop Charge 2-Wire DS1 Zone 3 (Urban)	U6L1M	\$ 83.31	None	None	
223			MDF to RT Subloop Charge-DS3 Zone 1 (Rural)	U6L3M	\$ 499.02	None	None	
224			MDF to RT Subloop Charge-DS3 Zone 2 (Suburban)	U6L3M	\$ 501.52	None	None	
225			MDF to RT Subloop Charge-DS3 Zone 3 (Urban)	U6L3M	\$ 458.69	None	None	
226		Sub-loop Unbundling Cross Connect	Subloop Cross Connect 2-Wire Analog Central Office Originating	UKCU2	None	\$ 225.65	\$ 86.47	
227			Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 295.96	\$ 112.32	
228			Subloop Cross Connect 4-Wire Analog Central Office Originating	UKCU4	None	\$ 226.69	\$ 87.51	
229			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 296.99	\$ 113.36	
230			Subloop Cross Connect 2-Wire DSL Central Office Originating	UKCY2	None	\$ 225.65	\$ 86.47	
231			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 295.96	\$ 112.32	
232			Subloop Cross Connect 4-Wire DSL Central Office Originating	UKCY4	None	\$ 226.69	\$ 87.51	
233			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 296.99	\$ 113.36	
234			Subloop Cross Connect 2-Wire Digital (ISDN) Central Office Originating	UKC12	None	\$ 251.66	\$ 95.43	
235			Subloop Cross Connect DS1 Central Office Originating	UKC3X	None	\$ 712.94	\$ 369.22	
236			Subloop Cross Connect DS3 Central Office Originating	UKC5X	None	\$ 816.29	\$ 403.94	
237								
238		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 0.57	* \$ 92.05	\$ 73.25	
239			2-wire Analog Loop to POA - Method 2	UXRA2	\$ 0.65	* \$ 92.05	\$ 73.25	
240			2-wire Analog Loop to POA - Method 3	UXRA3	\$ 0.77	* \$ 92.05	\$ 73.25	
241			4-wire Analog Loop to POA - Method 1	UXRB1	\$ 0.81	* \$ 106.50	\$ 88.90	
242			4-wire Analog Loop to POA - Method 2	UXRB2	\$ 0.89	* \$ 106.50	\$ 88.90	
243			4-wire Analog Loop to POA - Method 3	UXRB3	\$ 1.01	* \$ 106.50	\$ 88.90	
244			2-wire Digital Loop to POA - Method 1	UXRC1	\$ 0.57	* \$ 92.05	\$ 73.25	
245			2-wire Digital Loop to POA - Method 2	UXRC2	\$ 0.65	* \$ 92.05	\$ 73.25	
246			2-wire Digital Loop to POA - Method 3	UXRC3	\$ 0.77	* \$ 92.05	\$ 73.25	
247			4-wire Digital Loop to POA - Method 1	UXRD1	\$ 0.81	* \$ 152.25	\$ 102.15	
248			4-wire Digital Loop to POA - Method 2	UXRD2	\$ 0.89	* \$ 152.25	\$ 102.15	
249			4-wire Digital Loop to POA - Method 3	UXRD3	\$ 1.01	* \$ 152.25	\$ 102.15	

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250			Analog Line Port to POA - Method 1	UXRE1	\$ 0.57	*	\$ 69.25	\$ 56.25	
251			Analog Line Port to POA - Method 2	UXRE2	\$ 0.65	*	\$ 69.25	\$ 56.25	
252			Analog Line Port to POA - Method 3	UXRE3	\$ 0.77	*	\$ 69.25	\$ 56.25	
253			ISDN BRI Line Port to POA - Method 1	UXRL1	\$ 0.81	*	\$ 78.70	\$ 66.65	
254			ISDN BRI Line Port to POA - Method 2	UXRL2	\$ 0.89	*	\$ 78.70	\$ 66.65	
255			ISDN BRI Line Port to POA - Method 3	UXRL3	\$ 1.01	*	\$ 78.70	\$ 66.65	
256			ISDN PRI Trunk Port to POA - Method 1	UXRM1	\$ 0.81	*	\$ 126.55	\$ 114.50	
257			ISDN PRI Trunk Port to POA - Method 2	UXRM2	\$ 0.89	*	\$ 126.55	\$ 114.50	
258			ISDN PRI Trunk Port to POA - Method 3	UXRM3	\$ 1.01	*	\$ 126.55	\$ 114.50	
259			Analog DID Trunk Port to POA - Method 1	UXRH1	\$ 1.15	*	\$ 153.15	\$ 135.55	
260			Analog DID Trunk Port to POA - Method 2	UXRH2	\$ 1.30	*	\$ 153.15	\$ 135.55	
261			Analog DID Trunk Port to POA - Method 3	UXRH3	\$ 1.30	*	\$ 153.15	\$ 135.55	
262			DS1 Trunk Port to POA - Method 1	UXRK1	TBD		TBD	TBD	
263			DS1 Trunk Port to POA - Method 2	UXRK2	TBD		TBD	TBD	
264			DS1 Trunk Port to POA - Method 3	UXRK3	TBD		TBD	TBD	
265			Unbundled Dedicated Transport to POA: DS1 - Method 1	UXRQ1	\$ 6.96		N/A	N/A	
266			Unbundled Dedicated Transport to POA: DS1 - Method 2	UXRQ2	\$ 7.04		N/A	N/A	
267			Unbundled Dedicated Transport to POA: DS1 - Method 3	UXRQ3	\$ 7.16		N/A	N/A	
268			Unbundled Dedicated Transport to POA: DS3 - Method 1	Pending	ICB		ICB	ICB	
269			Unbundled Dedicated Transport to POA: DS3 - Method 2	Pending	ICB		ICB	ICB	
270			Unbundled Dedicated Transport to POA: DS3 - Method 3	Pending	ICB		ICB	ICB	
271			Unbundled Dedicated Transport to POA: OC3 - Method 1	Pending	ICB		ICB	ICB	
272			Unbundled Dedicated Transport to POA: OC3 - Method 2	Pending	ICB		ICB	ICB	
273			Unbundled Dedicated Transport to POA: OC3 - Method 3	Pending	ICB		ICB	ICB	
274			Unbundled Dedicated Transport to POA: OC12 - Method 1	Pending	ICB		ICB	ICB	
275			Unbundled Dedicated Transport to POA: OC12 - Method 2	Pending	ICB		ICB	ICB	
276			Unbundled Dedicated Transport to POA: OC12 - Method 3	Pending	ICB		ICB	ICB	
277			Unbundled Dedicated Transport to POA: OC48 - Method 1	Pending	ICB		ICB	ICB	
278			Unbundled Dedicated Transport to POA: OC48 - Method 2	Pending	ICB		ICB	ICB	
279			Unbundled Dedicated Transport to POA: OC48 - Method 3	Pending	ICB		ICB	ICB	
280		Local Switching	Local Switching-Per Originating or Terminating MOU Zone 1(Rural)	ZZULS	\$ 0.002530	*	None	None	
281			Local Switching-Per Originating or Terminating MOU Zone 2(Suburban)	ZZULS	\$ 0.001690	*	None	None	
282			Local Switching-Per Originating or Terminating MOU Zone 3(Urban)	ZZULS	\$ 0.001310	*	None	None	
283			Local Switching-SS7 Signaling per call	ZZUU7	\$ 0.0000547	*	None	None	
284		Customized Routing	Customized Routing	Pending	ICB		ICB	ICB	
285		Customized Routing UNE AIN	Per query per customer line	ZZURO	\$ 0.000440	*	None	None	
286		Switch Ports	Analog Line Port	UYP	\$ 1.61	*	N/A	N/A	
287			ISDN BRI Line Port	U1P	\$ 4.83	*	\$ 6.47	\$ 3.53	
288			ISDN PRI Line Port	UJP	\$ 143.98	*	\$ 214.53	\$ 98.53	
289			Analog DID Trunk Port	U5P	\$ 9.60	*	\$ 62.00	\$ 25.00	
290			DS1 Trunk Port	U9Z	\$ 95.37	*	\$ 162.00	\$ 25.00	
291			Optional Calling Area (Two-way EAS) Additive	OPXEX	\$ 24.40	*	None	None	
292		Switch Port Cross Connects	Analog Line Port to Collocation 2 Wire X	Pending	TBD		\$ 23.65	\$ 17.70	
293			Analog Line Port to Collocation 4 Wire X	Pending	TBD		\$ 37.30	\$ 29.75	
294			Analog DID Trunk Port to Collocation	Pending	TBD		\$ 23.65	\$ 17.70	
295			ISDN BRI Line Port to Collocation	Pending	TBD		\$ 27.10	\$ 21.45	
296			ISDN PRI Trunk Port to Collocation	Pending	TBD		\$ 42.75	\$ 36.05	
297			DS1 Trunk Port to Collocation	(UCXD2) Pending	TBD		\$ 42.75	\$ 36.05	
298		Feature Activation per Analog Line Port Type	Call Waiting	ESX	None		\$ 0.05	None	
299			Call Waiting ID	NWT	None		\$ 0.05	None	

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300			Call Waiting ID Options (for end user Type 2.5 CPE)	NWL	None	\$ 0.05	None	
301			Call Forwarding Variable	ESM	None	\$ 0.05	None	
302			Call Forwarding Busy Line	EVB	None	\$ 0.05	None	
303			Call Forwarding Don't Answer	EVD	None	\$ 0.05	None	
304			Call Forwarding Busy Line Don't Answer	E5E	None	\$ 0.05	None	
305			Call Transfer Disconnect	FG3	None	\$ 0.05	None	
306			Simultaneous Call Forwarding	ESD	None	\$ 0.05	None	
307			Remote Access to Call Forwarding	RC3	None	\$ 0.05	None	
308			Three-Way Calling	ESC	None	\$ 0.05	None	
309			Speed Calling 8	ESL	None	\$ 0.05	None	
310			Speed Calling 30	ESF	None	\$ 0.05	None	
311			Auto Callback/Auto Redial	NSQ	None	\$ 0.05	None	
312			Distinctive Ring/Priority Call	NSK	None	\$ 0.05	None	
313			Selective Call Rejection/Call Blocker	NSY	None	\$ 0.05	None	
314			Auto Recall/Call Return	NSS	None	\$ 0.05	None	
315			Selective Call Forwarding	NCE	None	\$ 0.05	None	
316			Calling # Delivery	NSD	None	\$ 0.05	None	
317			CNAM Delivery	NMP	None	\$ 0.05	None	
318			Calling Number/Name Delivery Blocking/Per Ln Block	NBJ	None	\$ 0.05	None	
319			Calling Number/Name Blocking	NSG	None	\$ 0.05	None	
320			Anonymous Call Rejection	AYK	None	\$ 0.05	None	
321			Customer Alerting Enablement	AWS	None	\$ 0.05	None	
322			Toll Restriction	DH2	None	\$ 0.05	None	
323			International Direct Dialing Blocking	NR4BK	None	\$ 0.05	None	
324		Analog Line Port Features/per arrangement	Personalized Ring	DRS	None	\$ 0.20	None	
325			Personalized Ring - DN1	DRS1X	None	\$ 0.20	None	
326			Personalized Ring - DN2	DRS2X	None	\$ 0.20	None	
327			Hunting Arrangement	NR931	None	\$ 2.55	None	
328		Analog Line Port Features Activation per successful occurrence	Call Trace (per feature per port)	NST	None	\$ 0.76	None	
329			Call Trace (per successful occurrence per port)	ZZUCL	\$ 6.65	None	None	
330			Usage sensitive Call Return (per feature per port)	NV9	None	\$ 0.76	None	
331			Usage sensitive Call Return(per occurrence)	ZZURE	\$ 0.05	None	None	
332			Usage sensitive Auto ReDial (per feature per port)	NV8	None	\$ 0.76	None	
333			Usage sensitive Auto ReDial (per occurrence)	ZZUAR	\$ 0.05	None	None	
334			Usage sensitive Three Way Calling (per feature per port)	3UY	None	\$ 0.76	None	
335			Usage sensitive Three Way Calling (per occurrence)	ZZU3W	\$ 0.05	None	None	
336		ISDN BRI Basic/BRI Centrex- like & PRI Trunk Side	CSV/CSD per B channel	STHXX	None	\$ 6.47	\$ 3.53	
337			Additional Call Offering for CSV per B Channel	NCO	None	\$ 4.24	None	
338			Call Forwarding Don't Answer per B Channel	NQ6	None	\$ 4.24	None	
339			Call Forwarding Variable per B Channel	NVF	None	\$ 4.24	None	
340			Three-way Conference Calling per B Channel	NZ3	None	\$ 4.24	None	
341		ISDN BRI Port Features Package	Basic EKTS per B Channel	FPG1X	None	\$ 5.41		
342			CACH EKTS per B Channel	EFV1X	None	\$ 7.20	None	
343		ISDN BRI Basic Individual Port Features	Call Forwarding Interface Busy	NQ5	None	\$ 4.24	None	

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344			Calling Number Delivery	ZCN	None	\$ 4.24	None	
345			Hunt Group for CSD	HTKPG	None	\$ 4.24	None	
346			Hunt Group for CSV	GXH	None	\$ 4.24	None	
347			Message Waiting Indicator	NZW	None	\$ 4.24	None	
348			Secondary Only Telephone Number	DO6	None	\$ 4.24	None	
349		ISDN PRI Trunk Side Features	Backup D Channel	ZPBXD	None	\$ 35.78	None	
350			Calling Number Delivery	NXN	None	0.00	None	
351			Dynamic Channel Allocation	CCZ	None	\$ 5.84	None	
		Analog Trunk Port DS1 Digital DID Trunk Port DIDTrunk Port Features						
352			DID #s - Initial 100 #s	ND8	None	\$ 15.21	None	
353			DID #s - Addtl. 100 #s	ND9	None	\$ 12.70	None	
354			DID #s - Initial 10 #s	NDZ	None	\$ 14.11	None	
355			DID #s - Addtl. 10 #s	NDA	None	\$ 2.10	None	
		Centrex-like System Charges						
356			System Establishment per serving office - Analog Only	SEPUX	None	\$ 325.37	None	
357			System Establishment per serving office - Analog/ISDN BRI Mix	SEPUY	None	\$ 325.37	None	
358			System Establishment per serving office - ISDN BRI Only	SEPUU	None	\$ 325.37	None	
359			System Subsequent Change per service office - Analog/ ISDN BRI mixed sys or BRI only Sys & Add ISDN to existing Analog only system	NR93X	None	\$ 89.86	None	
360			System Subsequent Conversion per serving office - Add Analog to existing ISDN BRI only system	NR93W	None	\$ 89.86	None	
		Analog Line Port & BRI Line Port Centrex -Like Features						
361			Auto Callback Calling/Business Group Callback	RGE	None	\$ 0.05	None	
362			Call Forwarding Busy Line	GCE	None	\$ 0.05	None	
363			Call Hold	6AB	None	\$ 0.05	None	
364			Call Pickup	E3P	None	\$ 0.05	None	
365			Call Transfer - All Calls	TF1PS	None	\$ 0.05	None	
366			Class of Service Restr. - Fully	ERSFC	None	\$ 0.05	None	
367			Class of Service Restr. - Semi	RQW	None	\$ 0.05	None	
368			Class of Service Restr. - Toll	ERSPA	None	\$ 0.05	None	
369			Consult. Hold	EBE	None	\$ 0.05	None	
370			Dial Call Waiting	WDK	None	\$ 0.05	None	
371			Directed Call Pickup - Non Barge in	69D	None	\$ 0.05	None	
372			Directed Call Pickup - With Barge in	6MD	None	\$ 0.05	None	
373			Distinctive Ring and Call Waiting Tone	DRJ	None	\$ 0.05	None	
374			Hunting Arrgmt - Basic	HRK	None	\$ 0.05	None	
375			Hunting Arrgmt - Circular	HCK	None	\$ 0.05	None	
		Analog Line Port Centrex-Like Features						
376			Standard feature initialization per analog port	NR935	None	\$ 1.00	None	
377			Call Forwarding Variable/ Business Group Call Forwarding Variable	HWJ	None	\$ 0.05	None	
378			Call Forwarding Don't Answer	69H	None	\$ 0.05	None	
379			Call Waiting - Intragroup/ Business Group Call Forwarding Variable.	NGW	None	\$ 0.05	None	
380			Call Waiting - Orig.	6SZ	None	\$ 0.05	None	
381			Call Waiting - Term.	HUH	None	\$ 0.05	None	
382			Speed Calling Personal	E18	None	\$ 0.05	None	
383			Three Way Calling	ESCPS	None	\$ 0.05	None	
384			Voice/Data Protection	D7N	None	\$ 0.05	None	

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385		BRI Line Port Centrex-Like Features	Standard feature initialization per ISDN BRI Port	NR936	None		\$ 0.05	None	
386			Speed Calling Personal	NXG	None		\$ 0.05	None	
387		Tandem Switching	Tandem Switching Per Minute Of Use	ZZUTA	\$ 0.000789	*	None	None	
388		Blended Transport	Blended Transport Zone 1 (Rural)	ZZUBT	\$ 0.000475	*	None	None	
389			Blended Transport Zone 2 (Suburban)	ZZUBT	\$ 0.000429	*	None	None	
390			Blended Transport Zone 3 (Urban)	ZZUBT	\$ 0.000401	*	None	None	
391		Common Transport	Common Transport Termination Per Minute of Use Zone 1 (Rural)	ZZUCT	\$ 0.000196	*	None	None	
392			Common Transport Termination Per Minute of Use Zone 2 (Suburban)	ZZUCT	\$ 0.000171	*	None	None	
393			Common Transport Termination Per Minute of Use Zone 3 (Urban)	ZZUCT	\$ 0.000157	*	None	None	
394			Common Transport Termination Per Minute of Use Interzone	ZZUCT	\$ 0.000186	*	None	None	
395			Common Transport Facility Per Minute, Per Mile Zone 1 (Rural)	ZZUCT	\$ 0.000006	*	None	None	
396			Common Transport Facility Per Minute, Per Mile Zone 2 (Suburban)	ZZUCT	\$ 0.000003	*	None	None	
397			Common Transport Facility Per Minute, Per Mile Zone 3 (Urban)	ZZUCT	\$ 0.000001	*	None	None	
398			Common Transport Facility Per Minute, Per Mile Interzone	ZZUCT	\$ 0.000001	*	None	None	
399		Unbundled Dedicated Transport (UDT)	UDT-DS1 Entrance Facilities Zone 1 (Rural)	UENHX	\$ 76.96		\$ 221.15	\$ 87.70	
400			UDT-DS1 Entrance Facilities Zone 2 (Suburban)	UENHX	\$ 76.96		\$ 221.15	\$ 87.70	
401			UDT-DS1 Entrance Facilities Zone 3 (Urban)	UENHX	\$ 75.81		\$ 221.15	\$ 87.70	
402			UDT-DS3 Entrance Facilities Zone 1 (Rural)	UENJX	\$ 458.44		\$ 260.45	\$ 107.45	
403			UDT-DS3 Entrance Facilities Zone 2 (Suburban)	UENJX	\$ 458.44		\$ 260.45	\$ 107.45	
404			UDT-DS3 Entrance Facilities Zone 3 (Urban)	UENJX	\$ 362.87		\$ 260.45	\$ 107.45	
405			UDT-OC3 Entrance Facilities Zone 1 (Rural)	UENKX	\$ 719.97		\$ 273.05	\$ 105.60	
406			UDT-OC3 Entrance Facilities Zone 2 (Suburban)	UENKX	\$ 719.97		\$ 273.05	\$ 105.60	
407			UDT-OC3 Entrance Facilities Zone 3 (Urban)	UENKX	\$ 681.16		\$ 273.05	\$ 105.60	
408			UDT-OC12 Entrance Facilities Zone 1 (Rural)	UENLX	\$ 1,628.22		\$ 273.05	\$ 105.60	
409			UDT-OC12 Entrance Facilities Zone 2 (Suburban)	UENLX	\$ 1,628.22		\$ 273.05	\$ 105.60	
410			UDT-OC12 Entrance Facilities Zone 3 (Urban)	UENLX	\$ 1,589.41		\$ 273.05	\$ 105.60	
411			UDT-OC48 Entrance Facilities Zone 1 (Rural)	Pending	ICB		ICB	ICB	
412			UDT-OC48 Entrance Facilities Zone 2 (Suburban)	Pending	ICB		ICB	ICB	
413			UDT-OC48 Entrance Facilities Zone 3 (Urban)	Pending	ICB		ICB	ICB	
414			UDT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 51.89	*	\$136.65	\$ 78.80	
415			UDT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 44.59	*	\$136.65	\$ 78.80	
416			UDT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 40.78	*	\$136.65	\$ 78.80	
417			UDT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 46.86	*	\$136.65	\$ 78.80	
418			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$ 1.53	*	None	None	
419			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 0.72	*	None	None	
420			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$ 0.32	*	None	None	
421			UDT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 0.35	*	None	None	
422			UDT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	None	*	\$158.10	\$ 97.75	
423			UDT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 596.55	*	\$158.10	\$ 97.75	
424			UDT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$ 478.64	*	\$158.10	\$ 97.75	
425			UDT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 512.30	*	\$158.10	\$ 97.75	
426			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	None	*	None	None	
427			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 17.51	*	None	None	
428			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	\$ 12.83	*	None	None	
429			UDT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 2.85	*	None	None	
430			UDT-OC3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNKS	None	*	\$168.90	\$ 97.50	
431			UDT-OC3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNKS	\$ 3,805.16	*	\$168.90	\$ 97.50	
432			UDT-OC3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNKS	\$ 4,868.35	*	\$168.90	\$ 97.50	
433			UDT-OC3 Interoffice Transport, First Mile - Interzone	ULNKS	\$ 8,545.03	*	\$168.90	\$ 97.50	
434			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNKS	None	*	ICB	ICB	

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435			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNKS	\$ 49.61	*	ICB	ICB	
436			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNKS	\$ 98.07	*	ICB	ICB	
437			UDT-OC3 Interoffice Transport, Each Additional Mile - Interzone	ULNKS	\$ 57.60	*	ICB	ICB	
438			UDT-OC12 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNLS	None	*	\$168.90	\$ 97.50	
439			UDT-OC12 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNLS	\$ 9,212.52	*	\$168.90	\$ 97.50	
440			UDT-OC12 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNLS	\$ 6,373.85	*	\$168.90	\$ 97.50	
441			UDT-OC12 Interoffice Transport, First Mile - Interzone	ULNLS	\$ 10,720.31	*	\$168.90	\$ 97.50	
442			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNLS	None	*	ICB	ICB	
443			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNLS	\$ 93.40	*	ICB	ICB	
444			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNLS	\$ 113.84	*	ICB	ICB	
445			UDT-OC12 Interoffice Transport, Each Additional Mile - Interzone	ULNLS	\$ 72.18	*	ICB	ICB	
446			UDT-OC48 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNNS	None		ICB	ICB	
447			UDT-OC48 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNNS	TBD		ICB	ICB	
448			UDT-OC48 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNNS	TBD		ICB	ICB	
449			UDT-OC48 Interoffice Transport, First Mile - Interzone	ULNNS	TBD		ICB	ICB	
450			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNNS	None		ICB	ICB	
451			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNNS	TBD		ICB	ICB	
452			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNNS	TBD		ICB	ICB	
453			UDT-OC48 Interoffice Transport, Each Additional Mile - Interzone	ULNNS	TBD		ICB	ICB	
454		Dedicated Transport Cross Connect	DS1 to Collocation	UCXHX	\$ 7.12	*	\$ 98.50	\$ 80.30	
455			DS3 to Collocation	UCXJX	\$ 23.61	*	\$ 68.75	\$ 50.55	
456			OC3 to Collocation	UCXKX	\$ 2.41		\$ 56.50	\$ 44.10	
457			OC12 to Collocation	UCXLX	\$ 2.41		\$ 56.50	\$ 44.10	
458			OC48 to Collocation	UCXNX	\$ 2.41		\$ 56.50	\$ 44.10	
459		Network Reconfiguration Service	DSO DS1 Port	UDUDX	\$ 45.14	*	\$ 43.00	None	
460			DSO DS3 Port	(UDU3X) Pending	\$ 490.05	*	\$ 32.00	None	
461			DCS Establishment	SEPU3	None		\$ 1,722.00	None	
462			Database Modification	NR9U4	None		\$ 80.00	None	
463		Multiplexing	DS1 to VG	UM4BX	\$ 119.03	*	\$ 288.90	\$ 187.70	
464			DS3 to DS1	UM4AX	\$ 359.83	*	\$ 1,736.35	\$ 1,202.10	
465			OC-3 to 1-84 DS1s	UM4DX	\$ 601.57		\$ 282.22	\$ 143.96	
466			OC-3 to 1-3 DS3	UM4EX	\$ 391.72		\$ 338.75	\$ 205.92	
467			OC-12 to 1-12 DS3	UM4FX	\$ 717.22		\$ 338.75	\$ 205.92	
468			OC-12 to 1-4 OC-3/OC-3	UMULX	\$ 740.70		\$ 468.27	\$ 324.47	
469		Dark Fiber	Dark Fiber -Interoffice per strand	ULYCX	\$ 52.06		\$ 1,169.70	\$ 1,169.70	
470			Dark Fiber - Interoffice per foot Zone 1 (Rural)	ULNCF	\$ 0.016885		None	None	
471			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.010349		None	None	
472			Dark Fiber - Interoffice per foot Zone 3 (Urban)	ULNCF	\$ 0.005607		None	None	
473			Dark Fiber Loop - CO to Customer Prem-per strand	UL1WX	\$ 24.54		\$ 434.97	\$ 434.97	
474			Dark Fiber Loop - CO to Customer, per foot Zone 1 (Rural)	ULOWG	\$ 0.016885		None	None	
475			Dark Fiber Loop - CO to Customer, per foot Zone 2 (Suburban)	ULOWG	\$ 0.010349		None	None	
476			Dark Fiber Loop - CO to Customer, per foot Zone 3 (Urban)	ULOWG	\$ 0.005607		None	None	
477			Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	UL1YX	\$ 24.54		\$ 434.97	\$ 434.97	
478			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 1 (Rural)	ULOYG	\$ 0.016885		None	None	
479			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 2 (Suburban)	ULOYG	\$ 0.010349		None	None	
480			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 3 (Urban)	ULOYG	\$ 0.005607		None	None	
481			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	UL1OX	\$ 24.54		\$ 408.76	\$ 408.76	
482			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 1 (Rural)	ULOOJ	\$ 0.016885		None	None	
483			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 2 (Suburban)	ULOOJ	\$ 0.010349		None	None	
484			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 3 (Urban)	ULOOJ	\$ 0.005607		None	None	
485			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 6.14		\$ 59.97	\$ 59.97	
486			Dark Fiber Cross Connect - Loop	UKCHX	\$ 2.73		\$ 49.89	\$ 49.89	
487			Dark Fiber Cross Connect - Subloop (CO to RT/CEV/HUT)	UKCTX	\$ 2.73		\$ 69.80	\$ 69.80	

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488			Dark Fiber Cross Connect - Subloop (CEV/HUT/RT to RT/EU)	UKCTX	\$ 2.73	\$ 69.80	\$ 69.80	
489			Dark Fiber - Loop Inquiry	NR9D7	None	\$ 69.16	\$ 69.16	
490			Dark Fiber - Sub Loop Inquiry	NR9DX	None	\$ 69.16	\$ 69.16	
491			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 332.44	\$ 332.44	
492		SS7	SS7 Link Cross Connect - DS0	5-state billed in IBIS	\$ 47.33 *	\$ 100.52	\$ 82.47	
493			SS7 Link Cross Connect - DS1	5-state billed in IBIS	\$ 34.13 *	\$ 90.52	\$ 72.48	
494			STP to SWBT MDF - DSO	5-state billed in IBIS	\$ 47.33 *	\$ 100.03	\$ 81.99	
495			STP to SWBT DSX Frame-DS1	5-state billed in IBIS	\$ 34.13 *	\$ 90.52	\$ 72.48	
496			STP Port Termination	IBIS billed	\$ 929.08 *	\$ 162.27	None	
497			STP Access Link-1.544 Mbps	IBIS billed	See Dedicated Transport	None	None	
498			STP Access Link-56.Kbps (fixed)	IBIS billed	\$ 100.16 *	None	None	
499			STP Access Link-56.Kbps (per mile)	IBIS billed	\$ 0.91 *	None	None	
500			SS7 Transport per Octet	IBIS billed	\$ 0.0000002 *	None	None	
501			Signaling Point Code Addition	IBIS billed	None	\$ 50.40	None	
502			Global Title Translation Addition (GTT)	Pending	None	\$ 7.63	None	
503		Line Information Database (LIDB)	Validation Query (Includes SMS & Sleuth)	not applicable	\$ 0.007144 *	None	None	
504			OLNS Query (Includes SMS)		\$ 0.005500 *	None	None	
505			CNAM Query (Includes SMS)	not applicable	\$ 0.000554 *	None	None	
506			Query Transport (Applies to Validation, OLNS & CNAM)	not applicable	\$ 0.000032 *	None	None	
507			Service Order Cost	not applicable	None	\$ 12.70	None	
508			Service Establishment Charge	not applicable	None	\$ 50.40	None	
509		800 Database	Toll Free Database Query	not applicable	\$ 0.000215 *	None	None	
510			Call Handling and Destination	not applicable	\$ 0.000040 *	None	None	
511		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 12.35	None	
512			Manual Change - Simple	NRBUO	None	\$ 12.35	None	
513			Manual Record - Simple	NRBUU	None	\$ 12.35	None	
514			Manual Disconnect - Simple	NRBUW	None	\$ 12.35	None	
515			Manual Suspend - Simple	NRBJZ	None	\$ 12.35	None	
516			Manual Restore - Simple	NRBJ9	None	\$ 12.35	None	
517			Manual Expedited - Simple	(NRBUQ)	None	\$ 12.35	None	
518			Manual Customer Not Ready - Simple	(NRBUQ)	None	\$ 12.35	None	
519			Manual Due Date Change or Cancellation - Simple	(NRBUQ)	None	\$ 12.35	None	
520			Manual New - Complex	NRBUR	None	\$ 12.35	None	
521			Manual Change - Complex	NRBUP	None	\$ 12.35	None	
522			Manual Record - Complex	NRBUV	None	\$ 12.35	None	
523			Manual Disconnect - Complex	NRBUX	None	\$ 12.35	None	
524			Manual Suspend - Complex	NRBJ7	None	\$ 12.35	None	
525			Manual Restore - Complex	NRBJ8	None	\$ 12.35	None	
526			Manual Expedited - Complex	(NRBUR)	None	\$ 12.35	None	
527			Manual Customer Not Ready - Complex	(NRBUR)	None	\$ 12.35	None	
528			Manual Due Date Change or Cancellation - Complex	(NRBUR)	None	\$ 12.35	None	
529			Electronic New - Simple	NR9W2	None	\$ 2.35	None	
530			Electronic New - Complex	NRBGX	None	\$ 77.53	None	
531			Electronic Change - Simple	NR9GG	None	\$ 2.35	None	
532			Electronic Change - Complex		None	\$ 77.53	None	
533			Electronic Record - Simple	NR9GU	None	\$ 2.35	None	
534			Electronic Record - Complex		None	\$ 4.90	None	
535			Electronic Disconnect - Simple	NR9GZ	None	\$ 2.35	None	
536			Electronic Disconnect - Complex		None	\$ 26.50	None	
537			Electronic Suspend - Simple	NRBJ5	None	\$ 2.35	None	
538			Electronic Restore - Simple	NRBJ6	None	\$ 2.35	None	
539			Electronic Expedited - Simple	(NR9W2)	None	\$ 2.35	None	
540			Electronic Customer Not Ready - Simple	(NR9W2)	None	\$ 2.35	None	

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541			Electronic Due Date Change or Cancellation Simple - Electronic	(NR9W2)	None	\$ 2.35	None	
542			PIC Change Charge	NRBL9	None	\$ 5.00	None	
543								
544		OTHER						
545								
546		Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37	None	None	
547			Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None	
548			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	
549			Directory Assistance Non-Pub Emergency Service	not applicable	\$ 2.60	None	None	
550			Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
551			Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None	None	
552								
553			Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 2,200.00	None	
554			Directory Assistance - Rate Reference - Subsequent Load	NRBDM	None	\$ 1,000.00	None	
555			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.0585	None	
556			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.0585	None	
557			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.60	None	None	
558			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
559			Reverse Directory Assistance (RDA)	ZZUO8	\$ 0.65	None	None	
560		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15	None	None	
561			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	0.02	None	None	
562			Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
563			Operator Services - Branding - Per Call	ZZUCB	\$ 0.025	None	None	
564								
565			Operator Services - Rate Reference -Initial Load	NRBDL	None	\$ 2,200.00	None	
566			Operator Services - Rate Reference Load	NRBDM	None	\$ 1,000.00	None	
567			Intralata Message Rating - Rate per initial load	Not Applicable	None	\$ 608.61	None	
568			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 608.61	None	
569		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 10,000.00	None	
570			UNE Electronic Billing Information Data (daily usage) per message	ASBS	\$ 0.003	*	None	
571			Local Discount Report (LDR) per WTN	CRIS	\$ 0.10	*	None	
572		BCR	Per interstate local message	Not Applicable	\$ 0.050		None	
573			Per local message	Not Applicable	\$ 0.080		None	
574		Hosting	Billable Message Records and /or access usage records - per Record Charge	not applicable	\$ 0.0030	*	None	
575			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	not applicable	\$ 0.0020	*	None	
576			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	not applicable	\$ 0.0050	*	None	
577			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	not applicable	\$ 0.0070	*	None	
578			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	not applicable	\$ 0.0100	*	None	
579		Clearinghouse	CH processing charge for service - per originated CH record	not applicable	\$ 0.020	*	None	
580			CH billing message - per message	not applicable	\$ 0.050	*	None	
581		Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$62.34	\$ 29.97	
582			Overtime - per half hour	MVV	None	\$77.80	\$ 37.70	
583			Premium Time - per half hour	MVV	None	\$93.25	\$ 45.42	

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584		Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH	None	\$62.34	\$ 29.97	
585			Overtime - per half hour	ALK, ALT, ALH	None	\$77.80	\$ 37.70	
586			Premium Time - per half hour	ALK, ALT, ALH	None	\$93.25	\$ 45.42	
587					Annual Rates			
588		Pole and Duct (Structure)	Poles (\$/attachment/yr.)*		\$ 1.75			
589								
590			Per Foot Conduit Occupancy Fees					
591			Full Duct (\$/ft/yr.)		\$ 0.59			
592			Half Duct (\$/ft/yr)		\$ 0.30			
593								
594			*For (1) each one foot of usable space, or fraction thereof, occupied and (2)					
595			additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence					
596								
597			Contract Administration Fee			\$ 125.00		
598			Administrative Record-Keeping Fee			\$ 125.00		
599								
600		OSS (Operational Support Systems)						
601			System Access	ASBS	\$3,500.00	None	None	
602			Remote Facility per port - Direct Connection	ASBS	\$1,580.00	None	None	
603			Remote Facility per port - Dial-up Connection	ASBS	\$316.00	None	None	
604								
605		RECIPROCAL COMPENSATION						
606			End Office Local Termination - Zone 1 Rural					
607			Set up charge, per call	ZZUR8	\$ 0.0019440			
608			Duration charge, per MOU	ZZUR2	\$ 0.0018620			
609								
610			End Office Local Termination - Zone 2 Suburban					
611			Set up charge, per call	ZZUR8	\$ 0.0012990			
612			Duration charge, per MOU	ZZUR2	\$ 0.0012440			
613								
614			End Office Local Termination - Zone 3 Urban					
615			Set up charge, per call	ZZUR8	\$ 0.0010070			
616			Duration charge, per MOU	ZZUR2	\$ 0.0009640			
617								
618			Tandem Switching	ZZUR1	\$ 0.0007890			
619								
620			Common Transport					
621			Termination per Minute of Use Zone 1 (Rural)	ZZUST	\$ 0.0001960			
622			Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$ 0.0001710			
623			Termination per Minute of Use Zone 3 (Urban)	ZZUST	\$ 0.0001570			
624			Termination per Minute of Use Interzone	ZZUST	\$ 0.0001860			
625								
626			Facilities per Minute, per Mile Zone 1 (Rural)	ZZURF	\$ 0.0000060			
627			Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$ 0.0000030			
628			Facilities per Minute, per Mile Zone 3 (Urban)	ZZURF	\$ 0.0000010			
629			Facilities per Minute, per Mile Interzone	ZZURF	\$ 0.0000010			
630								
631		Transiting	Transiting-Zone 1 (Rural)	not applicable	\$ 0.001027	*	None	
632			Transiting-Zone 2 (Suburban)	not applicable	\$ 0.000981	*	None	
633			Transiting-Zone 3 (Urban)	not applicable	\$ 0.000953	*	None	
634			Transiting-CO (Optional Area)	not applicable	\$ 0.004000	*	None	

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635			Transiting-Out of Region	not applicable	\$ 0.006000	*	None	
636		OCA	CO Transport & Termination	not applicable	\$ 0.021000	*	None	
637		Optional EAS Transit Per MOU	Zone 3 (Urban)		\$ 0.000970		None	
638			Zone 2 (Suburban)		\$ 0.001031		None	
639			Zone 1 (Rural)		\$ 0.001128		None	
640		Optional EAS Transprot and Termination Per MOU	Zone 3 (Urban)		\$ 0.002280		None	
641			Zone 2 (Suburban)		\$ 0.002721		None	
642			Zone 1 (Rural)		\$ 0.003658		None	
643								
644		RESALE - Uniform	Rate Structure					
645			Business		RESALE DISCOUNTS			
646			LOCAL EXCHANGE SERVICE		RECURRING	NON-RECURRING		
647			Business 1 Party		21.60%	21.60%	NA	
648			Business - Multi-Line		21.60%	21.60%	NA	
649			Business Message Rate 1-Party		21.60%	21.60%	NA	
650			Customer Operated Pay Telephone Service		21.60%	21.60%	NA	
651			Line Amplifier		21.60%	21.60%	NA	
652			Public Response Calling Service		21.60%	21.60%	NA	
653			Telephone Answering and Secretarial Service		21.60%	21.60%	NA	
654			Service Connections, Move and Changes		21.60%	21.60%	NA	
655								
656			EXPANDED LOCAL CALLING					
657			Mandatory Extend Local Calling		21.60%	21.60%	NA	
658			Basehor Optional Calling Area		21.60%	21.60%	NA	
659			MetroPlus		21.60%	21.60%	NA	
660								
661			VERTICAL SERVICES					
662			Auto Redial		21.60%	21.60%	NA	
663			Call Blocker		21.60%	21.60%	NA	
664			Call Forwarding		21.60%	21.60%	NA	
665			Call Forwarding - Busy Line		21.60%	21.60%	NA	
666			Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%	NA	
667			Call Forwarding - Don't Answer		21.60%	21.60%	NA	
668			Call Return		21.60%	21.60%	NA	
669			Call Trace		21.60%	21.60%	NA	
670			Call Waiting		21.60%	21.60%	NA	
671			Calling Name		21.60%	21.60%	NA	
672			Calling Number		21.60%	21.60%	NA	
673			Personalized Ring (1 dependent number)		21.60%	21.60%	NA	
674			Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%	NA	
675			Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%	NA	
676			Priority Call		21.60%	21.60%	NA	
677			Remote Access to Call Forwarding		21.60%	21.60%	NA	
678			Selective Call Forwarding		21.60%	21.60%	NA	
679			Simultaneous Call Forwarding		21.60%	21.60%	NA	
680			Speed Calling		21.60%	21.60%	NA	
681			Three Way Calling		21.60%	21.60%	NA	
682								
683			DID					
684			DID (First Block of 100 - Category 1)		21.60%	21.60%	NA	
685			DID (First Block of 10 - Category 1)		21.60%	21.60%	NA	
686			DID (Ea. adl. block of 10 after first 10 - Category 1)		21.60%	21.60%	NA	
687			DID (Ea. adl. block of 100 after first 100 - Category 2)		21.60%	21.60%	NA	

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#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
688			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		21.60%	21.60%	NA	
689			DID (with Multifrequency)		21.60%	21.60%	NA	
690			DID (with Dual-Tone Multifrequency)		21.60%	21.60%	NA	
691			DID (1st 10 Trunks or access lines)		21.60%	21.60%	NA	
692			DID (11th thru 50th trunk or network access line)		21.60%	21.60%	NA	
693			DID (51st trunk or network access line)		21.60%	21.60%	NA	
694								
695			TRUNKS					
696			Analog Trunks		21.60%	21.60%	NA	
697			Hotel/Motel Trunks		21.60%	21.60%	NA	
698			Digital Trunks		21.60%	21.60%	NA	
699								
700			AIN					
701			Area Wide Networking		21.60%	21.60%	NA	
702			Caller Intellidata		21.60%	21.60%	NA	
703			Disaster Routing Service		21.60%	21.60%	NA	
704			Intelligent Redirectsm		21.60%	21.60%	NA	
705			Positive ID		21.60%	21.60%	NA	
706								
707			OTHER					
708			Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	NA	
709			Busy Out Arrangements		21.60%	21.60%	NA	
710			Conference Telephone Service		21.60%	21.60%	NA	
711			Customer Alerting Enablement		21.60%	21.60%	NA	
712			Grandfathered Services		21.60%	21.60%	NA	
713			Hot Line		21.60%	21.60%	NA	
714			Hunting		21.60%	21.60%	NA	
715			Improved Data Transmission		21.60%	21.60%	NA	
716			Intercept Referral Service		21.60%	21.60%	NA	
717			Local Operator Assistance Service		21.60%	21.60%	NA	
718			Night Number associated with Telephone Number		21.60%	21.60%	NA	
719			Night Number associated with a Terminal		21.60%	21.60%	NA	
720			Promotions (Greater than 90 days)		21.60%	21.60%	NA	
721			Preferred Number Service		21.60%	21.60%	NA	
722			Second Line Control		21.60%	21.60%	NA	
723			Selective Call Acceptance		21.60%	21.60%	NA	
724			Telebranch®		21.60%	21.60%	NA	
725			TouchTone		21.60%	21.60%	NA	
726			Voice Dial		21.60%	21.60%	NA	
727			Warm Line		21.60%	21.60%	NA	
728								
729			Data Services					
730			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		21.60%	21.60%	NA	
731			PBX Trunks		21.60%	21.60%	NA	
732			Mult-Service Optical Network (MON)		21.60%	21.60%	NA	
733			OCn-PTP		21.60%	21.60%	NA	
734			DS3		21.60%	21.60%	NA	
735								
736			ISDN					
737			Digilinesm (ISDN BRI)		21.60%	21.60%	NA	
738			Select Video Plus®		21.60%	21.60%	NA	
739			Smart Trunksm (ISDN PRI)		21.60%	21.60%	NA	
740			SuperTrunk		21.60%	21.60%	NA	
741								
742			TOLL					
743			IntraLATA MTS		21.60%	21.60%	NA	
744			MaxiMizer 800®		21.60%	21.60%	NA	

UNE AECN:
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#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
745			OutWATS		21.60%	21.60%	NA	
746			800 Service		21.60%	21.60%	NA	
747								
748			OPTIONAL TOLL CALLING PLANS					
749			1+ SAVERsm		21.60%	21.60%	NA	
750			1+Saver Direct		21.60%	21.60%	NA	
751			Optional Community Calling Service		21.60%	21.60%	NA	
752								
753			PLEXAR®					
754			Plexar I®		21.60%	21.60%	NA	
755			Plexar II®		21.60%	21.60%	NA	
756			Plexar Custom®		21.60%	21.60%	NA	
757								
758			PRIVATE LINE					
759			Analog Private Lines		21.60%	21.60%	NA	
760			Announcement Distribution Services		21.60%	21.60%	NA	
761			Foreign Exchange Service		21.60%	21.60%	NA	
762			Foreign Serving Office		21.60%	21.60%	NA	
763			Frame Relay		21.60%	21.60%	NA	
764			Group Alerting Services		21.60%	21.60%	NA	
765			MicroLink I®		21.60%	21.60%	NA	
766			MicroLink II®		21.60%	21.60%	NA	
767			MultiPoint Video		21.60%	21.60%	NA	
768			Network Reconfiguration Service		21.60%	21.60%	NA	
769			Public Response Calling Service		21.60%	21.60%	NA	
770			Service Loop Facility Modification Service		21.60%	21.60%	NA	
771								
772								
773			Residence					
774			LOCAL EXCHANGE SERVICE					
775			Life Line and Link Up America Services		21.60%	21.60%	NA	
776			Residence 1 Party		21.60%	21.60%	NA	
777			Residence Measured		21.60%	21.60%	NA	
778			Residence Flat Rate Trunks		21.60%	21.60%	NA	
779			Urban Mileage		21.60%	21.60%	NA	
780			Service Connections, Move and Changes		21.60%	21.60%	NA	
781								
782			EXPANDED LOCAL CALLING					
783			Mandatory Extend Local Calling		21.60%	21.60%	NA	
784			Basehor Optional Calling Area		21.60%	21.60%	NA	
785			MetroPlus		21.60%	21.60%	NA	
786								
787			VERTICAL SERVICES					
788			Auto Redial		21.60%	21.60%	NA	
789			Call Blocker		21.60%	21.60%	NA	
790			Call Forwarding		21.60%	21.60%	NA	
791			Call Forwarding - Busy Line		21.60%	21.60%	NA	
792			Call Forwarding - Busy Line/Don't Answer		21.60%	21.60%	NA	
793			Call Forwarding - Don't Answer		21.60%	21.60%	NA	
794			Call Return		21.60%	21.60%	NA	
795			Call Trace		21.60%	21.60%	NA	
796			Call Waiting		21.60%	21.60%	NA	
797			Calling Name		21.60%	21.60%	NA	
798			Calling Number		21.60%	21.60%	NA	
799			Personalized Ring (1 dependent number)		21.60%	21.60%	NA	
800			Personalized Ring (2 dependent numbers - 1st number)		21.60%	21.60%	NA	
801			Personalized Ring (2 dependent numbers - 2nd number)		21.60%	21.60%	NA	

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#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
802			Priority Call		21.60%	21.60%	NA	
803			Remote Access to Call Forwarding		21.60%	21.60%	NA	
804			Selective Call Forwarding		21.60%	21.60%	NA	
805			Simultaneous Call Forwarding		21.60%	21.60%	NA	
806			Speed Calling		21.60%	21.60%	NA	
807			Three Way Calling		21.60%	21.60%	NA	
808								
809			ISDN					
810			Digiline		21.60%	21.60%	NA	
811								
812			OTHER					
813			Bundled Telecommunications Services (e.g., the Works)		21.60%	21.60%	NA	
814			Conference Telephone Service		21.60%	21.60%	NA	
815			Customer Alerting Enablement		21.60%	21.60%	NA	
816			Grandfathered Services		21.60%	21.60%	NA	
817			Hot Line		21.60%	21.60%	NA	
818			Improved Data Transmission		21.60%	21.60%	NA	
819			Intercept Services		\$ 0.216	\$ 0.22	NA	
820			Local Operator Assistance Service		\$ 0.2160000	\$0.22	NA	
821			Promotions (Greater than 90 days)		\$ 0.22	\$ 0.22	NA	
822			Preferred Number Service		\$ 0.2160000	\$ 0.22	NA	
823			Second Line Control		\$ 0.2160000	\$ 0.22	NA	
824			Selective Call Acceptance		\$ 0.2160000	\$ 0.22	NA	
825			TouchTone		\$ 0.2160000	\$ 0.22	NA	
826			Voice Dial		\$ 0.2160000	\$ 0.22	NA	
827			Warm Line		\$ 0.2160000	\$ 0.22	NA	
828			OTHER (Resale)					
829								
830			DIRECTORY ASSISTANCE SERVICES		\$ 0.2160000	\$ 0.22	NA	
831			Nationwide Listing Services (NLS)		\$ 0.2160000	\$ 0.22	NA	
832								
833			TOLL					
834			900 Call Restriction		21.60%	21.60%	NA	
835			Home 800sm		21.60%	21.60%	NA	
836			IntraLATA MTS		21.60%	21.60%	NA	
837								
838			OPTIONAL TOLL CALLING PLANS					
839			1+ SAVERsm		21.60%	21.60%	NA	
840			1+Saver Direct		21.60%	21.60%	NA	
841			Optional Community Calling Service		21.60%	21.60%	NA	
842								
843			900 Call Restriction		21.60%	21.60%	NA	
844			Access Services		0.00%	0.00%	NA	
845			Additional Directory Listings		21.60%	21.60%	NA	
846			Bill Plus		5.00%	5.00%	NA	
847			Company Initiated Suspension Service		0.00%	0.00%	NA	
848			Connections with Terminal Equipment and Communications Equipment		0.00%	0.00%	NA	
849			Consolidated Billing		5.00%	5.00%	NA	
850			Construction Charges		0.00%	0.00%	NA	
851			Customer Initiated Suspension Service		0.00%	0.00%	NA	
852			Exchange Connection Service		0.00%	0.00%	NA	
853			Information Delivery Service		0.00%	0.00%	NA	
854			Intellinumber		21.60%	21.60%	NA	
855			IntraLATA Internet Access Plan		0.00%	0.00%	NA	
856			Maintenance of Service Charges		0.00%	0.00%	NA	
857			Prepaid Calling Cards		21.60%	21.60%	NA	
858			Shared Tenant Service		0.00%	0.00%	NA	

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859			Shared Use Service		0.00%		NA	
860			Telecommunications Service Priority Systems		0.00%	0.00%	NA	
861			TeleKansas		0.00%	0.00%	NA	
862			Toll Billing Exception (Billed Number Screen)		21.60%	21.60%	NA	
863			Toll Restriction		21.60%	21.60%	NA	
864			Wireless Carrier Interconnection Services		0.00%	0.00%	NA	
865								
866			Electronic Billing Information Data (daily usage) per message		0.30%	*	NA	
867								
868								
869								
870			Local disconnect Report (LDR) Per WTN		10.00%	*	NA	
871								
872			Conversion Charges below based upon Docket 97-SCCC-149-GIT					
873			Simple conversion charge per billable number-manual		NA	1235.00%	NA	
874			Simple conversion charge per billable number-electronic		NA	235.00%	NA	
875			Complex conversion charge per billable number-manual		NA	1235.00%	NA	
876			Complex conversion charge per billable number-electronic			235.00%	NA	
877								
878			OS/DA					
879			Branding - Resellers					
880			- Initial Load	NRBDG	NA	\$ 1,800.00	NA	
881			- Subsequent Load	NRBDG	NA	\$ 1,800.00	NA	
882			- Per Call	ZZUCB	\$ 0.0250	*	NA	
883			External Rater - Resellers					
884			- Initial Load	NRBDL	NA	\$ 2,200.00	NA	
885			- Subsequent Load	NRBDM	NA	\$ 1,000.00	NA	
886								
887			OSS (Operational Support Systems)					
888			System Access	ASBS	\$3,500.00	None	None	
889			Remote Facility per port - Direct Connection	ASBS	\$1,580.00	None	None	
890			Remote Facility per port - Dial-up Connection	ASBS	\$316.00	None	None	
891								
892								
893		RESALE - Tiered Rate Structure			SWBT RECURRING	SWBT NON-REC.		
894			Business		RESALE DISCOUNTS			
895			LOCAL EXCHANGE SERVICE		RECURRING	NON-RECURRING		
896			Business 1 Party		19.50%	19.50%	NA	
897			Business - Multi-Line		19.50%	19.50%	NA	
898			Business Message Rate 1-Party		19.50%	19.50%	NA	
899			Customer Operated Pay Telephone Service		19.50%	19.50%	NA	
900			Line Amplifier		19.50%	19.50%	NA	
901			Public Response Calling Service		19.50%	19.50%	NA	

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#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
902			Telephone Answering and Secretarial Service		19.50%	19.50%	NA	
903			Service Connections, Move and Changes		19.50%	19.50%	NA	
904								
905			EXPANDED LOCAL CALLING					
906			Mandatory Extend Local Calling		19.50%	19.50%	NA	
907			Basehor Optional Calling Area		19.50%	19.50%	NA	
908			MetroPlus		19.50%	19.50%	NA	
909								
910			VERTICAL SERVICES					
911			Auto Redial		30.50%	30.50%	NA	
912			Call Blocker		30.50%	30.50%	NA	
913			Call Forwarding		30.50%	30.50%	NA	
914			Call Forwarding - Busy Line		30.50%	30.50%	NA	
915			Call Forwarding - Busy Line/Don't Answer		30.50%	30.50%	NA	
916			Call Forwarding - Don't Answer		30.50%	30.50%	NA	
917			Call Return		30.50%	30.50%	NA	
918			Call Trace		30.50%	30.50%	NA	
919			Call Waiting		30.50%	30.50%	NA	
920			Calling Name		30.50%	30.50%	NA	
921			Calling Number		30.50%	30.50%	NA	
922			Personalized Ring (1 dependent number)		30.50%	30.50%	NA	
923			Personalized Ring (2 dependent numbers - 1st number)		30.50%	30.50%	NA	
924			Personalized Ring (2 dependent numbers - 2nd number)		30.50%	30.50%	NA	
925			Priority Call		30.50%	30.50%	NA	
926			Remote Access to Call Forwarding		30.50%	30.50%	NA	
927			Selective Call Forwarding		30.50%	30.50%	NA	
928			Simultaneous Call Forwarding		30.50%	30.50%	NA	
929			Speed Calling		30.50%	30.50%	NA	
930			Three Way Calling		30.50%	30.50%	NA	
931								
932			DID					
933			DID (First Block of 100 - Category 1)		19.50%	19.50%	NA	
934			DID (First Block of 10 - Category 1)		19.50%	19.50%	NA	
935			DID (Ea. adl. block of 10 after first 10 - Category 1)		19.50%	19.50%	NA	
936			DID (Ea. adl. block of 100 after first 100 - Category 2)		19.50%	19.50%	NA	
937			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.50%	19.50%	NA	
938			DID (with Multifrequency)		19.50%	19.50%	NA	
939			DID (with Dual-Tone Multifrequency)		19.50%	19.50%	NA	
940			DID (1st 10 Trunks or access lines)		19.50%	19.50%	NA	
941			DID (11th thru 50th trunk or network access line)		19.50%	19.50%	NA	
942			DID (51st trunk or network access line)		19.50%	19.50%	NA	
943								
944			TRUNKS					
945			Analog Trunks		19.50%	19.50%	NA	
946			Hotel/Motel Trunks		19.50%	19.50%	NA	
947			Digital Trunks		19.50%	19.50%	NA	
948								
949			AIN					
950			Area Wide Networking		19.50%	19.50%	NA	
951			Caller Intellidata		19.50%	19.50%	NA	
952			Disaster Routing Service		19.50%	19.50%	NA	
953			Intelligent Redirectsm		19.50%	19.50%	NA	
954			Positive ID		19.50%	19.50%	NA	
955								

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#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
956			OTHER					
957			Bundled Telecommunications Services (e.g., the Works)		19.5%, 30.5%, 17.0%	19.5%, 30.5%, 17.0%	NA	
958			Busy Out Arrangements		19.50%	19.50%	NA	
959			Conference Telephone Service		19.50%	19.50%	NA	
960			Customer Alerting Enablement		19.50%	19.50%	NA	
961			Grandfathered Services		19.50%	19.50%	NA	
962			Hot Line		19.50%	19.50%	NA	
963			Hunting		19.50%	19.50%	NA	
964			Improved Data Transmission		19.50%	19.50%	NA	
965			Intercept Referral Service		19.50%	19.50%	NA	
966			Local Operator Assistance Service		19.50%	19.50%	NA	
967			Night Number associated with Telephone Number		19.50%	19.50%	NA	
968			Night Number associated with a Terminal		19.50%	19.50%	NA	
969			Promotions (Greater than 90 days)		19.50%	19.50%	NA	
970			Preferred Number Service		19.50%	19.50%	NA	
971			Second Line Control		19.50%	19.50%	NA	
972			Selective Call Acceptance		19.50%	19.50%	NA	
973			Telebranch®		19.50%	19.50%	NA	
974			TouchTone		19.50%	19.50%	NA	
975			Voice Dial		19.50%	19.50%	NA	
976			Warm Line		19.50%	19.50%	NA	
977								
978			ISDN					
979			Digiline		19.50%	19.50%	NA	
980			Select Video Plus®		19.50%	19.50%	NA	
981			Smart Trunksm		19.50%	19.50%	NA	
982								
983			TOLL					
984			IntraLATA MTS		17.00%	17.00%	NA	
985			MaxiMizer 800®		17.00%	17.00%	NA	
986			OutWATS		17.00%	17.00%	NA	
987			800 Service		17.00%	17.00%	NA	
988								
989			OPTIONAL TOLL CALLING PLANS					
990			1+ SAVERsm		17.00%	17.00%	NA	
991			1+Saver Direct		17.00%	17.00%	NA	
992			Optional Community Calling Service		17.00%	17.00%	NA	
993								
994			PLEXAR®					
995			Plexar I®		19.50%	19.50%	NA	
996			Plexar II®		19.50%	19.50%	NA	
997			Plexar Custom®		19.50%	19.50%	NA	
998								
999			PRIVATE LINE					
1000			Analog Private Lines		19.50%	19.50%	NA	
1001			Announcement Distribution Services		19.50%	19.50%	NA	
1002			Foreign Exchange Service		19.50%	19.50%	NA	
1003			Foreign Serving Office		19.50%	19.50%	NA	
1004			Frame Relay		19.50%	19.50%	NA	
1005			Group Alerting Services		19.50%	19.50%	NA	
1006			MicroLink I®		19.50%	19.50%	NA	
1007			MicroLink II®		19.50%	19.50%	NA	
1008			MultiPoint Video		19.50%	19.50%	NA	
1009			Network Reconfiguration Service		19.50%	19.50%	NA	
1010			Public Response Calling Service		19.50%	19.50%	NA	
1011			Service Loop Facility Modification Service		19.50%	19.50%	NA	
1012								

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#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1013					RESALE DISCOUNTS			
1014			Residence		RECURRING	NON-RECURRING		
1015			LOCAL EXCHANGE SERVICE					
1016			Life Line and Link Up America Services		19.50%	19.50%	NA	
1017			Residence 1 Party		19.50%	19.50%	NA	
1018			Residence Measured		19.50%	19.50%	NA	
1019			Residence Flat Rate Trunks		19.50%	19.50%	NA	
1020			Urban Mileage		19.50%	19.50%	NA	
1021			Service Connections, Move and Changes		19.50%	19.50%	NA	
1022								
1023			EXPANDED LOCAL CALLING					
1024			Mandatory Extend Local Calling		19.50%	19.50%	NA	
1025			Basehor Optional Calling Area		19.50%	19.50%	NA	
1026			MetroPlus		19.50%	19.50%	NA	
1027								
1028			VERTICAL SERVICES					
1029			Auto Redial		30.50%	30.50%	NA	
1030			Call Blocker		30.50%	30.50%	NA	
1031			Call Forwarding		30.50%	30.50%	NA	
1032			Call Forwarding - Busy Line		30.50%	30.50%	NA	
1033			Call Forwarding - Busy Line/Don't Answer		30.50%	30.50%	NA	
1034			Call Forwarding - Don't Answer		30.50%	30.50%	NA	
1035			Call Return		30.50%	30.50%	NA	
1036			Call Trace		30.50%	30.50%	NA	
1037			Call Waiting		30.50%	30.50%	NA	
1038			Calling Name		30.50%	30.50%	NA	
1039			Calling Number		30.50%	30.50%	NA	
1040			Personalized Ring (1 dependent number)		30.50%	30.50%	NA	
1041			Personalized Ring (2 dependent numbers - 1st number)		30.50%	30.50%	NA	
1042			Personalized Ring (2 dependent numbers - 2nd number)		30.50%	30.50%	NA	
1043			Priority Call		30.50%	30.50%	NA	
1044			Remote Access to Call Forwarding		30.50%	30.50%	NA	
1045			Selective Call Forwarding		30.50%	30.50%	NA	
1046			Simultaneous Call Forwarding		30.50%	30.50%	NA	
1047			Speed Calling		30.50%	30.50%	NA	
1048			Three Way Calling		30.50%	30.50%	NA	
1049								
1050			ISDN					
1051			Digiline		19.50%	19.50%	NA	
1052								
1053			OTHER					
1054			Bundled Telecommunications Services (e.g., the Works)		19.5%, 30.5%, 17.0%	19.5%, 30.5%, 17.0%	NA	
1055			Conference Telephone Service		19.50%	19.50%	NA	
1056			Customer Alerting Enablement		19.50%	19.50%	NA	
1057			Grandfathered Services		19.50%	19.50%	NA	
1058			Hot Line		19.50%	19.50%	NA	
1059			Improved Data Transmission		19.50%	19.50%	NA	
1060			Intercept Services		19.50%	19.50%	NA	
1061			Local Operator Assistance Service		19.50%	19.50%	NA	
1062			Promotions (Greater than 90 days)		19.50%	19.50%	NA	
1063			Preferred Number Service		19.50%	19.50%	NA	
1064			Second Line Control		19.50%	19.50%	NA	
1065			Selective Call Acceptance		19.50%	19.50%	NA	
1066			TouchTone		19.50%	19.50%	NA	
1067			Voice Dial		19.50%	19.50%	NA	
1068			Warm Line		19.50%	19.50%	NA	
1069			OTHER (Resale)					

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/CLEC
KANSAS
NOVEMBER 13, 2002

APPENDIX PRICING
Effective Date: xx/xx/xx

#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1070								
1071			DIRECTORY ASSISTANCE SERVICES		19.50%	19.50%	NA	
1072			Nationwide Listing Services (NLS)		19.50%	19.50%	NA	
1073								
1074			TOLL					
1075			900 Call Restriction		17.00%	17.00%	NA	
1076			Home 800sm		17.00%	17.00%	NA	
1077			IntraLATA MTS		17.00%	17.00%	NA	
1078								
1079			OPTIONAL TOLL CALLING PLANS					
1080			1+ SAVERsm		17.00%	17.00%	NA	
1081			1+Saver Direct		17.00%	17.00%	NA	
1082			Optional Community Calling Service		17.00%	17.00%	NA	
1083								
1084			900 Call Restriction		19.50%	19.50%	NA	
1085			Access Services		0.00%	0.00%	NA	
1086			Additional Directory Listings		19.50%	19.50%	NA	
1087			Bill Plus		5.00%	5.00%	NA	
1088			Company Initiated Suspension Service		0.00%	0.00%	NA	
1089			Connections with Terminal Equipment and Communications Equipment		0.00%	0.00%	NA	
1090			Consolidated Billing		5.00%	5.00%	NA	
1091			Construction Charges		0.00%	0.00%	NA	
1092			Customer Initiated Suspension Service		0.00%	0.00%	NA	
1093			Exchange Connection Service		0.00%	0.00%	NA	
1094			Information Delivery Service		0.00%	0.00%	NA	
1095			Intellinumber		19.50%	19.50%	NA	
1096			IntraLATA Internet Access Plan		0.00%	0.00%	NA	
1097			Maintenance of Service Charges		0.00%	0.00%	NA	
1098			Prepaid Calling Cards		17.00%	17.00%	NA	
1099			Shared Tenant Service		0.00%	0.00%	NA	
1100			Shared Use Service		0.00%	0.00%	NA	
1101			Telecommunications Service Priority Systems		0.00%	0.00%	NA	
1102			TeleKansas		0.00%	0.00%	NA	
1103			Toll Billing Exception (Billed Number Screen)		19.50%	19.50%	NA	
1104			Toll Restriction		19.50%	19.50%	NA	
1105			Wireless Carrier Interconnection Services		0.00%	0.00%	NA	
1106								
1107			Electronic Billing Information Data (daily usage) per message		0.30%	*	NA	NA
1108								
1109								
1110								
1111			Local disconnect Report (LDR) Per WTN		10.00%	*	NA	NA
1112								
1113			Conversion Charges below based upon Docket 97-SCCC-149-GIT					
1114			Simple conversion charge per billable number-manual		NA		1235.00%	NA
1115			Simple conversion charge per billable number-electronic		NA		235.00%	NA
1116			Complex conversion charge per billable number-manual		NA		1235.00%	NA
1117			Complex conversion charge per billable number-electronic				235.00%	NA
1118								
1119			OS/DA					
1120			Branding - Resellers					
1121			- Initial Load	NRBDG	NA	\$	1,800.00	NA
1122			- Subsequent Load	NRBDG	NA	\$	1,800.00	NA
1123			- Per Call	ZZUCB	\$ 0.0250	*	NA	NA
1124			External Rater - Resellers					
1125			- Initial Load	NRBDL	NA	\$	2,200.00	NA
1126			- Subsequent Load	NRBDM	NA	\$	1,000.00	NA

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/CLEC
KANSAS
NOVEMBER 13, 2002

APPENDIX PRICING
Effective Date: xx/xx/xx

#	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1127								
1128			OSS (Operational Support Systems)					
1129			System Access	ASBS	\$3,500.00	None	None	
1130			Remote Facility per port - Direct Connection	ASBS	\$1,580.00	None	None	
1131			Remote Facility per port - Dial-up Connection	ASBS	\$316.00	None	None	
1132								
1133		*	The Parties acknowledge and agree that the rates set forth above are subject to any legal or equitable rights of review and remedies					
1134			(including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay					
1135			injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise					
1136			affects any of the rates, terms and conditions herein, then the Parties shall expend diligent efforts to arrive at an agreement or					
1137			conforming modifications to this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the					
1138			actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement					
1139		I	Interim price subject to true-up pending further KCC review in Dkt. No. 01-GIMT-032-GIT					
1140		***	The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state establish					
1141			rates.					

SOUTHWESTERN BELL TELEPHONE COMPANY
KANSAS
January 25, 2002

APPENDIX PRICING
SWBT-KS /QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		<u>Collocation Services</u>			
	Kansas				
		CAGE			
		QUOTE SHEET			
				RATE	RATE
				MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$28.16
	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$70.54
	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$8.33	
<u>COMMON SYSTEMS</u>					
	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.68	\$113.06
<u>POWER PROVISIONING</u>					
	Power Engineering:				
	ILEC-Vendor Engineering	Per Application	NRL6Q		\$550.00
	DC Power Engineering	Per Application	NRL6P		\$872.10
	Power Panel:				
	50 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00
	200 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00
	Power Cable and Infrastructure:				
	Power Cable Rack	Per Four Power Cables or Quad	S8F29	\$0.27	\$45.55
	20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	Equipment Grounding:				
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR	\$0.17	\$28.93
<u>POWER CONSUMPTION (Including HVAC)</u>					
	20 Amps	Per 20 Amps	S8FPT	\$291.38	
	40 Amps	Per 40 Amps	S8FQD	\$582.76	
	50 Amps	Per 50 Amps	S8FPS	\$728.45	
	100 Amps	Per 100 Amps	S8FQE	\$1,217.08	
	200 Amps	Per 200 Amps	S8FQF	\$2,434.17	
	400 Amps	Per 400 Amps	SP1QJ	\$4,868.34	
<u>FIBER CABLE PLACEMENT</u>					
	Central Office:				
	Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9	\$15.34	\$1,035.93
	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$19.40	
<u>MISCELLANEOUS & OPTIONAL COST:</u>					
<u>MISCELLANEOUS COSTS</u>					
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.04	\$13.99
	Bits Timing	Per two circuits	S8FQT	\$2.11	\$660.00
	Space Availability Report	Per Premise	NRLYX		\$107.55
	Security Access / ID Cards	Per Card	NRLZW		\$29.15
	ID Card	Per Card	NONE		\$0.00

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

SOUTHWESTERN BELL TELEPHONE COMPANY
KANSAS
January 25, 2002

APPENDIX PRICING
SWBT-KS /QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		<u>Collocation Services</u>			
Cage Prep Costs					
Vendor Layout & Coord.	Per CLEC Cage	NRL6N			\$474.10
AC Circuits to Cage	Per CLEC Cage	NRL6O			\$525.84
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	NRL6R			\$1,393.72
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48		\$5.32	\$161.00
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU		\$5.32	\$161.00
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM		\$311.48	\$4,671.90
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46		\$3.51	\$436.37
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47		\$162.83	\$3,104.05
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN		\$1.51	\$154.38
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR		\$6.92	\$249.33
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRL6W			\$1,026.73
Cable Installation	Per Placement (CLEC Installs Cable)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.30	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.20	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$1.29	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.61	
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	SP1QC			\$18.83

TBD- To be Determined
NRO - Nonrecurring only
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NA- Not Applicable
- USOC Under Development

SOUTHWESTERN BELL TELEPHONE COMPANY
KANSAS
January 25, 2002

APPENDIX PRICING
SWBT-KS /QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		<u>Collocation Services</u>			
PROJECT MANAGEMENT					
	INITIAL				
	Application Processing	Per CLEC Application	NRL1D		\$918.56
	Project Coordination	Per CLEC Application	NRL57		\$3,262.26
AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL1F		\$597.69
	Project Coordination	Per CLEC Application Augment	NRL58		\$1,758.55
<u>TIME SENSITIVE ACTIVITIES</u>					
<u>PER-VISIT</u>					
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$21.34
	Com. Tech. -Craft	Per 1/4 hour	NRL14		\$19.98
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$19.82
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$23.74
<u>CONSTRUCTION-VISIT</u>					
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$23.74
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$21.34

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SOUTHWESTERN BELL TELEPHONE COMPANY
KANSAS
January 25, 2002

APPENDIX PRICING
SWBT-KS /QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		<u>Collocation Services</u>			
Kansas		CAGELESS			
		QUOTE SHEET			
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	S8FWC			\$281.60
Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	S8FWG			\$705.40
Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	S8F9C		\$83.30	
Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWD			\$506.88
Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWH			\$1,269.72
Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F9E		\$149.94	
<u>COMMON SYSTEMS</u>					
Common Systems - Cageless	Per 10 Sq. Ft. of space (Standard Bay)	S8FWE		\$8.60	\$1,436.40
Common Systems - Cageless	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWF		\$15.48	\$2,585.52
<u>POWER PROVISIONING</u>					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$550.00
DC Power Engineering	Per Application	NRL6P			\$872.10
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.27	\$45.55
20 Amp	Per Four Power Cables or Quad	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad	NONE			\$0.00
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.17	\$28.93
<u>POWER CONSUMPTION (Including HVAC)</u>					
20 Amps	Per 20 Amps	S8FPT		\$291.38	
40 Amps	Per 40 Amps	S8FQD		\$582.76	
50 Amps	Per 50 Amps	S8FPS		\$728.45	
100 Amps	Per 100 Amps	S8FQE		\$1,217.08	
200 Amps	Per 200 Amps	S8FQF		\$2,434.17	
400 Amps	Per 400 Amps	SP1QJ		\$4,868.34	
<u>FIBER CABLE PLACEMENT</u>					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	S8FQ9		\$15.34	\$1,035.93
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$19.40	

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SOUTHWESTERN BELL TELEPHONE COMPANY
KANSAS
January 25, 2002

APPENDIX PRICING
SWBT-KS /QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		<u>Collocation Services</u>			
<u>MISCELLANEOUS & OPTIONAL COST:</u>					
<u>MISCELLANEOUS COSTS</u>					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.04	\$13.99
Bits Timing	Per two circuits	S8FQT		\$2.11	\$660.00
Space Availability Report	Per Premise	NRLYX			\$107.55
Security Access / ID Cards	Per Card	NRLZW			\$29.15
ID Card	Per Card	NONE			\$0.00
<u>CAGELESS / POT BAY OPTIONS</u>					
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				
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
Route Design	Per Application	NRL6R			\$1,393.72
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E		\$5.32	\$161.00
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		\$5.32	\$161.00
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		\$311.48	\$4,671.90
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		\$3.51	\$436.37
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		\$162.83	\$3,104.05
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		\$1.51	\$154.38
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		\$6.92	\$249.33
Fiber Racking per 24 Fiber Cable	Per Placement				
<u>CLEC TO CLEC CONNECTION</u>					
Route Design	Per Placement/Per Route	NRL6W			\$1,026.73
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.30	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.20	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$1.29	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.61	
4 Inch Conduit	Per Placement (CLEC Provides)				

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SOUTHWESTERN BELL TELEPHONE COMPANY
KANSAS
January 25, 2002

APPENDIX PRICING
SWBT-KS /QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		<u>Collocation Services</u>			
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
	CO Survey and				
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC		\$18.83
<u>PROJECT MANAGEMENT</u>					
<u>INITIAL</u>					
	Application Processing	Per CLEC Application	NRL1D		\$918.56
	Project Coordination	Per CLEC Application	NRL57		\$3,262.26
<u>AUGMENT</u>					
	Application Processing	Per CLEC Application Augment	NRL1F		\$597.69
	Project Coordination	Per CLEC Application Augment	NRL58		\$1,758.55
<u>TIME SENSITIVE ACTIVITIES</u>					
<u>PRE-VISIT</u>					
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$21.34
	Com. Tech. -Craft	Per 1/4 hour	NRL14		\$19.98
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$19.82
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$23.74
<u>CONSTRUCTION-VISIT</u>					
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$23.74
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$21.34

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SOUTHWESTERN BELL TELEPHONE COMPANY
KANSAS
January 25, 2002

APPENDIX PRICING
SWBT-KS /QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		Collocation Services				
Kansas		ADJACENT STRUCTURE				
		COST SUMMARY				
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure						
					RATE	RATE
					MONTHLY	NON-
	COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
	Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55		\$0.09	
CONDUIT PLACEMENT						
	Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L			\$293.70
	Set Up and Wall Coring	Per Placement	S8F8E			\$5,462.60
DC POWER PROVISIONING						
	Power Engineering:					
	DC Power Engineering	Per Placement	S8F8V			\$872.10
	50 Amp DC Power Extension					
	50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ			\$5,445.00
	50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			\$0.00
	200 Amp DC Power Extension					
	200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
	ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3			\$5,445.00
	200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION						
	20 Amps	Per 20 Amps	S8FWJ		\$196.95	
	40 Amps	Per 40 Amps	S8FNK		\$393.90	
	50 Amps	Per 50 Amps	S8FWK		\$492.38	
	100 Amps	Per 100 Amps	S8FWL		\$984.76	
	200 Amps	Per 200 Amps	S8F3U		\$1,969.52	
AC POWER PROVISIONING						
	100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
	AC Power	Per KWH	S8F56		\$0.08	
SBC ACTIVITIES:						
ENGINEERING DESIGN						
	CO Site Survey		NRL84			\$3,112.52
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL6X			\$728.63
	Project Coordination	Per CLEC Application	NRL6Z			\$5,692.07
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL6Y			\$597.69
	Project Coordination	Per CLEC Application Augment	NRL83			\$2,677.55
OPTIONAL COST:						
FIBER CABLE PLACEMENT						
	Fiber Cable Engineering	Per Placement	S8FW6			\$925.99
	Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls c	S8FW7		\$5.64	
	Innerduct Placement	Per Linear Foot	S8FW8			\$1.32

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

SOUTHWESTERN BELL TELEPHONE COMPANY
KANSAS
January 25, 2002

APPENDIX PRICING
SWBT-KS /QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		<u>Collocation Services</u>			
<u>INTERCONNECTION COSTS:</u>					
<u>INTERCONNECTION EXTENSION</u>					
	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)			
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
	Route Design	Per Application	NRL8P		\$1,393.72
	Installation	Per Cable (CLEC Installs)			
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3G	\$5.32	\$161.00
	Rack - Voice Grade	100 Copper Pairs			
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWW	\$5.32	\$161.00
	Rack - Voice Grade	100 Shielded Pairs			
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2L	\$311.48	\$4,671.90
	Rack - DS1 - DCS	28 DS1			
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R	\$3.51	\$436.37
	Rack - DS1 - DSX	28 DS1			
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23	\$162.83	\$3,104.05
	Rack - DS3 - DCS	1 DS3			
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27	\$1.51	\$154.38
	Rack - DS3 - DSX	1 DS3			
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N	\$6.92	\$249.33
	Fiber Racking per 24 Fiber Cable	Per Placement			
<u>CLEC TO CLEC CONNECTION</u>					
	Route Design	Per Placement	NRL8Q		\$1,026.73
	Cable Installation	Per Placement (CLEC Installs)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)			
	Cable Rack per 50 pr Cable	Per Placement	S8F57	\$0.30	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			
	Cable Rack Per DS-3	Per Placement	S8F58	\$0.20	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59	\$1.29	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)			
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F61	\$0.61	
	4 Inch Conduit	Per Placement (CLEC Provided)			
<u>TIME SENSITIVE ACTIVITIES</u>					
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$21.34
	Com. Tech. -Craft	Per 1/4 hour	NRL14		\$19.98
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$19.82
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$23.74

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SOUTHWESTERN BELL TELEPHONE COMPANY
KANSAS
January 25, 2002

APPENDIX PRICING
SWBT-KS /QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		Collocation Services			
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$23.74
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$21.34

TBD- To be Determined
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SOUTHWESTERN BELL TELEPHONE COMPANY
KANSAS
January 25, 2002

APPENDIX PRICING
SWBT-KS /QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		<u>Collocation Services</u>			
Kansas		<u>VIRTUAL COLLOCATION</u>			
		<u>QUOTE SHEET</u>			
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62		\$39.97	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63		\$71.95	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66		\$39.97	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67		\$71.95	
<u>EQUIPMENT BAYS</u>					
Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
<u>COMMON SYSTEMS</u>					
Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64		\$19.12	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		\$34.42	
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
ILEC-Vendor Engineering	Per Application	NRLJX			\$550.00
DC Power Engineering	Per Application	NRLFU			\$872.10
<u>Power Panel:</u>					
50 Amp	Per Power Panel (CLEC Provides)				
<u>Power Cable and Infrastructure:</u>					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		\$0.92	
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)				
<u>Equipment Grounding:</u>					
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69		\$0.64	
<u>POWER CONSUMPTION</u>					
DC Power Usage	Per Amp	S8F78		\$11.26	
<u>FIBER CABLE PLACEMENT</u>					
Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		\$9.98	\$2,972.65
Entrance Conduit	Per Fiber Cable Sheath	S8F8G		\$19.40	
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
CO Survey					
<u>PROJECT MANAGEMENT</u>					
<u>INITIAL</u>					
Application Processing	Per CLEC Application	NRL1U			\$512.99
Project Coordination	Per CLEC Application	NRL59			\$3,884.33
<u>AUGMENT</u>					
Application Processing	Per CLEC Application Augment	NRL56			\$382.05
Project Coordination	Per CLEC Application Augment	NRL5Z			\$1,758.55

TBD- To be Determined
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ICB - Individual Case Basis
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SOUTHWESTERN BELL TELEPHONE COMPANY
KANSAS
January 25, 2002

APPENDIX PRICING
SWBT-KS /QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

<u>Collocation Services</u>				
TIME SENSITIVE ACTIVITIES				
TRAINING				
Communication Technician	Per 1/2 Hour	NRLJY		\$39.97
C O Manager (LFO)	Per 1/2 Hour	NRLMO		\$39.63
Power Engineer	Per 1/2 Hour	NRLNQ		\$47.48
Equipment Engineer	Per 1/2 Hour	NRLP6		\$47.48
EQUIPMENT MAINTENANCE COST				
Communication Technician (NOC)	Per 1/4 Hour	NRLVH		\$19.98
EQUIPMENT EVALUATION COST				
Equipment Engineer	Per 1/2 Hour	NRLP7		\$47.48
CONSTRUCTION COORDINATION				
Communication Technician	Per 1/2 Hour	NRLVD		\$39.97
TEST & ACCEPTANCE				
Communication Technician	Per 1/2 Hour	NRLVD		\$39.97
INTERCONNECTION COSTS:				
ILEC TO CLEC CONNECTION				
Route Design	Per Placement	NRLWF		\$1,393.72
Cable Installation	Per Arrangement			
Voice Grade Arrangement	100 Copper Pairs	S8F82	\$2.72	\$161.00
Includes Rack & Maintenance-Voice Grad	100 Copper Pairs			
Voice Grade Arrangement	100 Shielded Pairs	S8F83	\$2.72	\$161.00
Includes Rack & Maintenance-Voice Grad	100 Shielded Pairs			
DS1 Arrangement - DCS	28 DS1	S8F8X	\$311.48	\$4,671.90
Includes Rack & Maintenance - DS1 - DC	28 DS1			
DS1 Arrangement - DSX	28 DS1	S8F8Y	\$3.51	\$436.37
Includes Rack & Maintenance - DS1 - DS	28 DS1			
DS3 Arrangement - DCS	1 DS3	S8F8Z	\$162.83	\$3,104.05
Includes Rack & Maintenance - DS3 - DC	1 DS3			
DS3 Arrangement - DSX	1 DS3	S8F81	\$1.51	\$154.38
Includes Rack & Maintenance - DS3 - DS	1 DS3			
4 Fiber Jumper	per Placement	S8F84	\$6.66	\$124.66
Fiber Raceway per 4 Fiber Jumper	Per Placement			
CLEC TO CLEC CONNECTION				
Route Design	Per Placement/Per Route	NRLWG		\$1,108.83
Cable Installation	Per Placement (CLEC Installs)			
50 Pr Shielded Cable	Per Placement (CLEC Provides)			
Cable Rack per 50 pr Cable	Per Placement	S8F85	\$0.36	
DS-3 Coax Cable	Per Placement (CLEC Provides)			
Cable Rack Per DS-3	Per Placement	S8F86	\$0.24	
4 Fiber Jumper	Per Placement (CLEC Provides)			
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87	\$1.54	
24 Fiber Cable	Per Placement (CLEC Provides)			
Fiber Racking per 24 Fiber Cable	Per Placement	S8F88	\$0.72	
MISCELLANEOUS COSTS				
Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W	\$0.08	\$13.99
Bits Timing	Per two circuits	S8F7Z	\$3.97	\$660.00

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

Kansas

Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Zone 1 - Rural	U21	*	\$21.40	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 2 - Suburban	U21	*	\$17.50	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 3 - Urban	U21	*	\$17.50	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
2-Wire Analog Promotion	NRBM4	*	NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
* This promotional discount on monthly recurring charges for unbundled local loops used in the provision of local service to residential end user customers ("Local Loops Discount") has sunset (terminated) in SBC-SWBT and SBC-SNET. However, any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with SBC-SWBT or SBC-SNET that provided for such Local Loops Discount before the sunset date in each respective SBC-SWBT or SBC-SNET state, such CLEC shall continue to receive this promotional discount only for those unbundled local loops that were ordered by CLEC while the Offering Window for this Local Loops Discount was still in effect, and that had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions, and only then until the end of the "Promotional Period" for the loop at issue, as defined in Paragraph 46.c of the FCC Merger Conditions (i.e., "36 months from the date [the] qualifying unbundled local loop [was] installed and operational, or the period during which the loop remains in service at the same location and for the same telecommunications carrier, whichever is shorter"). Any unbundled local loops ordered after the date the Offering Window closed in the state at issue shall not be eligible for the Local Loops Discount.					

**SCHEDULE - UNE COMBINATIONS
(KANSAS)**

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

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) 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 d/b/a SBC 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.
- 1.3 As used herein, AM-MI means the applicable above listed ILEC doing business in Michigan.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AM-MI under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if AM-MI provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by AM-MI and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, AM-MI shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix

Pricing 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.

1.7 The following defines the zones found in this Appendix PRICING:

For Loops:

<u>Rate Zone:</u>	<u>Total Access Lines:</u>
Zone A	See: Tariff 20, Part 4, Section 2, Sheets 7-34
Zone B	See: Tariff 20, Part 4, Section 2, Sheets 7-34
Zone C	See: Tariff 20, Part 4, Section 2, Sheets 7-34

For Unbundled Interoffice Transmission Facilities:

<u>Rate Zone:</u>	<u>Total Access Lines:</u>
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **AM-MI**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

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

- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-MI** 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, **AM-MI** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AM-MI** network, without any changes to **AM-MI**’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds 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 CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AM-MI** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.
- 3.6 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS – Shared Transport (ULS-ST)

4.2 General Principles for Stand Alone ULS

- 4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **AM-MI** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
- 4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
- 4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **AM-MI** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

- 4.3.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).
- 4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection,

service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Line	MICHIGAN - Generic Pricing Schedule /1/	AIT RECURRING		AIT NON-RECURRING	
		Monthly		Initial	Additional
3	UNBUNDLED NETWORK ELEMENTS				
4	Unbundled Loops				
5	Loops				
6	2-Wire Analog - Rural (Zone C)	\$ 12.54		See NRC prices below	
7	2-Wire Analog - Suburban (Zone B)	\$ 8.73		See NRC prices below	
8	2-Wire Analog - Metro (ZoneA)	\$ 8.47		See NRC prices below	
9	Conditioning for dB Loss				
10	2-Wire Analog - Ground Start - Rural (Zone C)	\$ 13.20		See NRC prices below	
11	2-Wire Analog - Ground Start - Suburban (Zone B)	\$ 9.46		See NRC prices below	
12	2-Wire Analog - Ground Start - Metro (ZoneA)	\$ 9.04		See NRC prices below	
13	2-Wire Analog - EKL - Rural (Zone C)	\$ 12.05		See NRC prices below	
14	2-Wire Analog - EKL - Suburban (Zone B)	\$ 8.86		See NRC prices below	
15	2-Wire Analog - EKL - Metro (ZoneA)	\$ 8.58		See NRC prices below	
16	4-Wire Analog - Rural (Zone C)	\$ 26.68		See NRC prices below	
17	4-Wire Analog - Suburban (Zone B)	\$ 19.29		See NRC prices below	
18	4-Wire Analog - Metro (Zone A)	\$ 18.37		See NRC prices below	
19	2-Wire Digital - Rural (Zone C)	\$ 14.89		See NRC prices below	
20	2-Wire Digital - Suburban (Zone B)	\$ 11.17		See NRC prices below	
21	2-Wire Digital - Metro (Zone A)	\$ 10.29		See NRC prices below	
22	4-Wire Digital - Rural (ZoneC)	\$ 47.26		See NRC prices below	
23	4-Wire Digital - Suburban (ZoneB)	\$ 41.57		See NRC prices below	
24	4-Wire Digital - Metro (Zone A)	\$ 34.66		See NRC prices below	
25	DS3 Loop - Rural (Access Area C)	\$ 743.35		See NRC prices below	
26	DS3 Loop - Suburban (Access Area B)	\$ 726.89		See NRC prices below	
27	DS3 Loop - Metro (Access Area A)	\$ 639.41		See NRC prices below	
28	DSL Capable Loops				
29	2-Wire Digital Loop ISDN/IDSL				
30	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural	See 2-Wire Digital		See NRC prices below	
31	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban	See 2-Wire Digital		See NRC prices below	
32	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro	See 2-Wire Digital		See NRC prices below	
33	2-Wire xDSL Loop				
34	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	\$ 14.17		TBD	N/A
35	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.29		TBD	N/A
36	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.26		TBD	N/A
37					
38	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	\$ 14.17		TBD	N/A
39	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.29		TBD	N/A
40	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.26		TBD	N/A
41					
42	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	\$ 14.17		See NRC prices below	
43	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.29		See NRC prices below	
44	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.26		See NRC prices below	
45					
46	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	\$ 14.17		TBD	N/A
47	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.29		TBD	N/A
48	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.26		TBD	N/A
49					
50	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	\$ 14.17		See NRC prices below	
51	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.29		See NRC prices below	
52	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.26		See NRC prices below	
53					
54	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	\$ 14.17		TBD	N/A
55	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	\$ 11.29		TBD	N/A
56	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	\$ 10.26		TBD	N/A
57	4-Wire xDSL Loop				
58	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	\$ 28.21		See NRC prices below	
59	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	\$ 22.48		See NRC prices below	
60	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	\$ 20.43		See NRC prices below	
61	IDSL Capable Loop				
62	IDSL Loop Access Area C - Rural	\$ 14.89		See NRC prices below	
63	IDSL Loop Access Area B - Suburban	\$ 11.17		See NRC prices below	
64	IDSL Loop Access Area A - Metro	\$ 10.29		See NRC prices below	
65					
66	Loop Non-Recurring Charges				
67	Service Order- Initial /1/ /2/ /5/ /7/ /8/	N/A		\$ 3.16	N/A
68	Service Order- Disconnect	N/A		\$ 1.54	N/A
69	Service Order- Subsequent	N/A		\$ 3.02	N/A
70	Loop Connection /1/ /2/ /5/ /7/ /8/	N/A		\$ 17.82	N/A
71	Loop Disconnect	N/A		\$ 5.85	N/A
72	Loop - Record Work Only	N/A		\$ 1.86	N/A
73	DS0 - Service Non-Recurring				
74	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	N/A		\$ 107.16	N/A
75	Design and CO Connection Charge, per circuit - Install /1/ /2/ /5/ /7/ /8/	N/A		\$ 74.94	N/A
76	Carrier Connection Charge per Termination - Install /1/ /2/ /5/ /7/ /8/	N/A		\$ 239.23	N/A
77	Administration Charge, per order - Disconnect	N/A		\$ 74.44	N/A
78	Design and CO Connection Charge, per circuit - Disconnect	N/A		\$ 56.56	N/A
79	Carrier Connection Charge per Termination - Disconnect	N/A		\$ 82.32	N/A
80	DS1 - Service Non-Recurring				
81	Administration Charge, per order - Install /1/ /2/ /5/ /7/ /8/	N/A		\$ 136.82	N/A
82	Design and CO Connection Charge, per circuit - Install /1/ /2/ /5/ /7/ /8/	N/A		\$ 339.17	N/A
83	Carrier Connection Charge per Termination - Install /1/ /2/ /5/ /7/ /8/	N/A		\$ 209.19	N/A
84	Administration Charge, per order - Disconnect	N/A		\$ 74.33	N/A
85	Design and CO Connection Charge, per circuit - Disconnect	N/A		\$ 34.41	N/A
86	Carrier Connection Charge per Termination - Disconnect	N/A		\$ 75.01	N/A
87	DS3 Loop Non-Recurring Charges				
88	Administrative charge, per order per location - Initial order /5/	N/A		\$ 182.70	N/A
89	Disconnect order	N/A		\$ 78.65	N/A
90	Design & Central Office Connection Charge, per DS1 - Initial order /5/	N/A		\$ 566.80	N/A
91	Disconnect order	N/A		\$ 103.83	N/A
92	Carrier Connection Charge, per DS1 - Initial order /5/	N/A		\$ 190.57	N/A
93	Disconnect order	N/A		\$ 51.13	N/A
94	Cancellation or Change Service Charge-Analog Loop, per last critical date reached				
95	Design Layout Report Date /7/	N/A		\$ 4.03	N/A
96	Records Issue Date /7/	N/A		\$ 17.30	N/A
97	Designed, Verified, and Assigned Date /7/	N/A		\$ 35.78	N/A
98	Plant Test Date /7/	N/A		\$ 45.60	N/A
99	Cancellation or Change Service Charge-DS0 Loop, per last critical date reached				
100	Design Layout Report Date /7/	N/A		\$ 51.26	N/A
101	Records Issue Date /7/	N/A		\$ 107.67	N/A
102	Designed, Verified, and Assigned Date /7/	N/A		\$ 123.81	N/A
103	Plant Test Date /7/	N/A		\$ 421.34	N/A
104	Cancellation or Change Service Charge-DS1 Loop, per last critical date reached				
105	Design Layout Report Date /7/	N/A		\$ 327.96	N/A
106	Records Issue Date /7/	N/A		\$ 423.21	N/A
107	Designed, Verified, and Assigned Date /7/	N/A		\$ 439.33	N/A
108	Plant Test Date /7/	N/A		\$ 685.18	N/A
109	Due Date Change Charge, per Order, per Occasion				
110	Analog Loop /7/	N/A		\$ 3.16	N/A
111	DS0 Loop /7/	N/A		\$ 18.76	N/A
112	DS1 Loop /7/	N/A		\$ 18.76	N/A
113					
114	Service Coordination Fee, per central office /4/	\$ 0.84		N/A	N/A
115					
116	HFPL				
117	HFPL Loops				

Line	MICHIGAN - Generic Pricing Schedule #1/		AIT RECURRING		AIT NON-RECURRING	
			Monthly		Initial	Additional
2						
118	*	HFPL Loop - Access Area C- Rural	\$ 7.08		See NRC prices below	
119	*	HFPL Loop - Access Area B- Suburban	\$ 5.64		See NRC prices below	
120	*	HFPL Loop - Access Area A- Metro	\$ 5.13		See NRC prices below	
121						
122						
123		HFPL Cross Connect Configuration Charge				
124		HFPL Cross Connect - CLEC Owned	\$ 0.15		See NRC prices below	
125		HFPL Cross Connect - SBC Owned	\$ 0.15		See NRC prices below	
126		The price assumes all Central Office cross-connects required to provision the HFPL product				
127		HFPL Cross Connect Configuration Charge Non-Recurring Charges				
128		HFPL Cross Connect - CLEC Owned Splitter				
129		Installation			\$ 10.00	N/A
130		Disconnect			\$ 10.00	N/A
131		HFPL Cross Connect - SBC Owned Splitter				
132		Installation			\$ 10.00	N/A
133		Disconnect			\$ 10.00	N/A
134		HFPL OSS Charge				
135		HFPL OSS Charge - per line	\$ 0.25		N/A	N/A
136		HFPL LST				
137		Line & Station Transfer(LST)	N/A		TBD	TBD
138	*	HFPL Service Order Charge				
139		Service Order- Installation, per occasion per location	N/A		\$ 3.16	N/A
140		Service Order- Disconnect, per occasion per location	N/A		\$ 1.54	N/A
141		Service Order- Subsequent, per occasion	N/A		\$ 3.02	N/A
142		Service Order- Record Work, per occasion	NA		\$ 1.86	N/A
143						
144		Loop Qualification Process				
145		Loop Qualification Process - Mechanized	N/A		\$ 0.10	N/A
146		Loop Qualification Process - Manual	N/A		\$ 141.38	N/A
147		Loop Qualification Process - Detailed Manual	N/A		TBD	N/A
148						
149		DSL Conditioning				
150		DSL Conditioning Options - >12KFT and < 17.5KFT				
151		Removal of Repeater Options	N/A		\$ 24.29	N/A
152		Removal Bridged Tap Option	N/A		\$ 23.35	N/A
153		Removal of Load Coil	N/A		\$ 29.67	N/A
154		DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
155		Removal of Repeater Options	N/A		\$ 24.29	N/A
156		Removal Bridged Tap Option	N/A		\$ 23.35	N/A
157		Removal of Load Coil	N/A		\$ 11.87	N/A
158						
159						
160		SUB-LOOPS				
161		CO to ECS sub-loop				
162		2 Wire Analog - area A	\$ 4.54		See NRC prices below	
163		2 Wire Analog - area B	\$ 5.25		See NRC prices below	
164		2 Wire Analog - area C	\$ 5.18		See NRC prices below	
165		4 Wire Analog - area A	\$ 12.00		See NRC prices below	
166		4 Wire Analog - area B	\$ 14.37		See NRC prices below	
167		4 Wire Analog - area C	\$ 13.73		See NRC prices below	
168		2 Wire DSL - area A	TBD		See NRC prices below	
169		2 Wire DSL - area B	TBD		See NRC prices below	
170		2 Wire DSL - area C	TBD		See NRC prices below	
171		4 Wire DSL - area A	TBD		See NRC prices below	
172		4 Wire DSL - area B	TBD		See NRC prices below	
173		4 Wire DSL - area C	TBD		See NRC prices below	
174		2 Wire ISDN Compatible - area A	\$ 9.59		See NRC prices below	
175		2 Wire ISDN Compatible - area B	\$ 10.70		See NRC prices below	
176		2 Wire ISDN Compatible - area C	\$ 11.03		See NRC prices below	
177		CO to RT sub-loop				
178		4 Wire DS1 Compatible - area A	\$ 57.77		See NRC prices below	
179		4 Wire DS1 Compatible - area B	\$ 59.62		See NRC prices below	
180		4 Wire DS1 Compatible - area C	\$ 63.48		See NRC prices below	
181		DS3 compatible subloop - area A	\$ 635.68		See NRC prices below	
182		DS3 compatible subloop - area B	\$ 715.62		See NRC prices below	
183		DS3 compatible subloop - area C	\$ 725.91		See NRC prices below	
184		CO to SAI Sub-Loop				
185		2 Wire Analog - area A	\$ 5.72		See NRC prices below	
186		2 Wire Analog - area B	\$ 6.23		See NRC prices below	
187		2 Wire Analog - area C	\$ 6.06		See NRC prices below	
188		4 Wire Analog - area A	\$ 14.39		See NRC prices below	
189		4 Wire Analog - area B	\$ 16.34		See NRC prices below	
190		4 Wire Analog - area C	\$ 15.57		See NRC prices below	
191		2 Wire DSL - area A	\$ 5.58		See NRC prices below	
192		2 Wire DSL - area B	\$ 6.22		See NRC prices below	
193		2 Wire DSL - area C	\$ 5.41		See NRC prices below	
194		4 Wire DSL - area A	\$ 11.15		See NRC prices below	
195		4 Wire DSL - area B	\$ 12.43		See NRC prices below	
196		4 Wire DSL - area C	\$ 10.82		See NRC prices below	
197		2 Wire ISDN Compatible - area A	\$ 8.99		See NRC prices below	
198		2 Wire ISDN Compatible - area B	\$ 10.64		See NRC prices below	
199		2 Wire ISDN Compatible - area C	\$ 10.29		See NRC prices below	
200		CO to Terminal sub-loop				
201		2 Wire Analog - area A	\$ 9.24		See NRC prices below	
202		2 Wire Analog - area B	\$ 10.34		See NRC prices below	
203		2 Wire Analog - area C	\$ 13.99		See NRC prices below	
204		4 Wire Analog - area A	\$ 21.41		See NRC prices below	
205		4 Wire Analog - area B	\$ 24.51		See NRC prices below	
206		4 Wire Analog - area C	\$ 31.37		See NRC prices below	
207		2 Wire DSL - area A	\$ 9.12		See NRC prices below	
208		2 Wire DSL - area B	\$ 10.33		See NRC prices below	
209		2 Wire DSL - area C	\$ 13.35		See NRC prices below	
210		4 Wire DSL - area A	\$ 18.19		See NRC prices below	
211		4 Wire DSL - area B	\$ 20.60		See NRC prices below	
212		4 Wire DSL - area C	\$ 26.63		See NRC prices below	
213		2 Wire ISDN Compatible - area A	\$ 12.51		See NRC prices below	
214		2 Wire ISDN Compatible - area B	\$ 14.74		See NRC prices below	
215		2 Wire ISDN Compatible - area C	\$ 18.22		See NRC prices below	
216		ECS to SAI sub-loop				
217		2 Wire Analog - area A	\$ 1.37		See NRC prices below	
218		2 Wire Analog - area B	\$ 1.07		See NRC prices below	
219		2 Wire Analog - area C	\$ 1.23		See NRC prices below	
220		4 Wire Analog - area A	\$ 2.76		See NRC prices below	
221		4 Wire Analog - area B	\$ 2.16		See NRC prices below	
222		4 Wire Analog - area C	\$ 2.47		See NRC prices below	
223		2 Wire DSL - area A	\$ 1.37		See NRC prices below	
224		2 Wire DSL - area B	\$ 1.07		See NRC prices below	
225		2 Wire DSL - area C	\$ 1.23		See NRC prices below	
226		4 Wire DSL - area A	\$ 2.76		See NRC prices below	
227		4 Wire DSL - area B	\$ 2.16		See NRC prices below	
228		4 Wire DSL - area C	\$ 2.47		See NRC prices below	
229		ECS to Terminal sub-loop				
230		2 Wire Analog - area A	\$ 4.91		See NRC prices below	
231		2 Wire Analog - area B	\$ 5.17		See NRC prices below	
232		2 Wire Analog - area C	\$ 9.17		See NRC prices below	

Line	MICHIGAN - Generic Pricing Schedule #1/	AIT RECURRING		AIT NON-RECURRING	
		Monthly		Initial	Additional
233	4 Wire Analog - area A	\$ 9.79		See NRC prices below	
234	4 Wire Analog - area B	\$ 10.34		See NRC prices below	
235	4 Wire Analog - area C	\$ 18.29		See NRC prices below	
236	2 Wire DSL - area A	\$ 4.91		See NRC prices below	
237	2 Wire DSL - area B	\$ 5.17		See NRC prices below	
238	2 Wire DSL - area C	\$ 9.17		See NRC prices below	
239	4 Wire DSL - area A	\$ 9.79		See NRC prices below	
240	4 Wire DSL - area B	\$ 10.34		See NRC prices below	
241	4 Wire DSL - area C	\$ 18.29		See NRC prices below	
242	ECS to NID sub-loop				
243	2 Wire Analog - area A	\$ 5.84		See NRC prices below	
244	2 Wire Analog - area B	\$ 5.97		See NRC prices below	
245	2 Wire Analog - area C	\$ 9.90		See NRC prices below	
246	4 Wire Analog - area A	\$ 11.72		See NRC prices below	
247	4 Wire Analog - area B	\$ 11.94		See NRC prices below	
248	4 Wire Analog - area C	\$ 19.80		See NRC prices below	
249	2 Wire DSL - area A	\$ 5.84		See NRC prices below	
250	2 Wire DSL - area B	\$ 5.97		See NRC prices below	
251	2 Wire DSL - area C	\$ 9.90		See NRC prices below	
252	4 Wire DSL - area A	\$ 11.72		See NRC prices below	
253	4 Wire DSL - area B	\$ 11.94		See NRC prices below	
254	4 Wire DSL - area C	\$ 19.80		See NRC prices below	
255	SAI to Terminal sub-loop				
256	2 Wire Analog - area A	\$ 4.51		See NRC prices below	
257	2 Wire Analog - area B	\$ 4.98		See NRC prices below	
258	2 Wire Analog - area C	\$ 8.90		See NRC prices below	
259	4 Wire Analog - area A	\$ 9.03		See NRC prices below	
260	4 Wire Analog - area B	\$ 9.92		See NRC prices below	
261	4 Wire Analog - area C	\$ 17.75		See NRC prices below	
262	2 Wire DSL - area A	\$ 4.51		See NRC prices below	
263	2 Wire DSL - area B	\$ 4.98		See NRC prices below	
264	2 Wire DSL - area C	\$ 8.90		See NRC prices below	
265	4 Wire DSL - area A	\$ 9.03		See NRC prices below	
266	4 Wire DSL - area B	\$ 9.92		See NRC prices below	
267	4 Wire DSL - area C	\$ 17.75		See NRC prices below	
268	SAI to NID sub-loop				
269	2 Wire Analog - area A	\$ 5.46		See NRC prices below	
270	2 Wire Analog - area B	\$ 5.77		See NRC prices below	
271	2 Wire Analog - area C	\$ 9.63		See NRC prices below	
272	4 Wire Analog - area A	\$ 10.96		See NRC prices below	
273	4 Wire Analog - area B	\$ 11.54		See NRC prices below	
274	4 Wire Analog - area C	\$ 19.25		See NRC prices below	
275	2 Wire DSL - area A	\$ 5.46		See NRC prices below	
276	2 Wire DSL - area B	\$ 5.77		See NRC prices below	
277	2 Wire DSL - area C	\$ 9.63		See NRC prices below	
278	4 Wire DSL - area A	\$ 10.96		See NRC prices below	
279	4 Wire DSL - area B	\$ 11.54		See NRC prices below	
280	4 Wire DSL - area C	\$ 19.25		See NRC prices below	
281	Terminal to NID sub-loop				
282	2 Wire Analog - area A	\$ 1.38		See NRC prices below	
283	2 Wire Analog - area B	\$ 1.25		See NRC prices below	
284	2 Wire Analog - area C	\$ 1.21		See NRC prices below	
285	4 Wire Analog - area A	\$ 2.80		See NRC prices below	
286	4 Wire Analog - area B	\$ 2.53		See NRC prices below	
287	4 Wire Analog - area C	\$ 2.42		See NRC prices below	
288	2 Wire DSL - area A	\$ 1.38		See NRC prices below	
289	2 Wire DSL - area B	\$ 1.25		See NRC prices below	
290	2 Wire DSL - area C	\$ 1.21		See NRC prices below	
291	4 Wire DSL - area A	\$ 2.80		See NRC prices below	
292	4 Wire DSL - area B	\$ 2.53		See NRC prices below	
293	4 Wire DSL - area C	\$ 2.42		See NRC prices below	
294	NID sub-loop element				
295	2 Wire Analog - area A	\$ 0.16		See NRC prices below	
296	2 Wire Analog - area B	\$ 0.15		See NRC prices below	
297	2 Wire Analog - area C	\$ 0.15		See NRC prices below	
298	4 Wire Analog - area A	\$ 0.33		See NRC prices below	
299	4 Wire Analog - area B	\$ 0.31		See NRC prices below	
300	4 Wire Analog - area C	\$ 0.32		See NRC prices below	
301	2 Wire DSL - area A	\$ 0.16		See NRC prices below	
302	2 Wire DSL - area B	\$ 0.15		See NRC prices below	
303	2 Wire DSL - area C	\$ 0.15		See NRC prices below	
304	4 Wire DSL - area A	\$ 0.33		See NRC prices below	
305	4 Wire DSL - area B	\$ 0.31		See NRC prices below	
306	4 Wire DSL - area C	\$ 0.32		See NRC prices below	
307	2 Wire ISDN Compatible - area A	\$ 0.16		See NRC prices below	
308	2 Wire ISDN Compatible - area B	\$ 0.15		See NRC prices below	
309	2 Wire ISDN Compatible - area C	\$ 0.15		See NRC prices below	
310	4 Wire DS1 Compatible - area A	TBD		See NRC prices below	
311	4 Wire DS1 Compatible - area B	TBD		See NRC prices below	
312	4 Wire DS1 Compatible - area C	TBD		See NRC prices below	
313	DS3 compatible subloop - area A	TBD		See NRC prices below	
314	DS3 compatible subloop - area B	TBD		See NRC prices below	
315	DS3 compatible subloop - area C	TBD		See NRC prices below	
316	Sub-Loop Non-Recurring Charges				
317	Analog Sub-Loop				
318	Service Ordering Charges				
319	Installation, per occasion per location	NA	\$ 3.16	NA	
320	Disconnect, per occasion per location	NA	\$ 1.54	NA	
321	Subsequent, per occasion	NA	\$ 3.02	NA	
322	Record Work, per occasion	NA	\$ 1.86	NA	
323	Sub-Loop Connection Charge, per termination	NA	\$ 17.82	NA	
324	Sub-Loop Disconnection Charge, per termination	NA	\$ 5.85	NA	
325	Digital Sub-Loops				
326	DS1 Rates				
327	Administrative Charge, per order per location				
328	Initial Order	NA	\$ 136.82	NA	
329	Disconnect Order	NA	\$ 98.89	NA	
330	Design and CO Connection Charge, per DS1				
331	Initial Order	NA	\$ 339.17	NA	
332	Disconnect Order	NA	\$ 47.15	NA	
333	Carrier Connection Charge, per DS1				
334	Initial Order	NA	\$ 209.19	NA	
335	Disconnect Order	NA	\$ 75.01	NA	
336	DS3 Rates				
337	Administrative Charge, per order per location				
338	Initial Order	NA	\$ 120.93	NA	
339	Disconnect Order	NA	\$ 78.65	NA	
340	Design and CO Connection Charge, per DS3				
341	Initial Order	NA	\$ 464.19	NA	
342	Disconnect Order	NA	\$ 103.83	NA	
343	Carrier Connection Charge, per DS3				
344	Initial Order	NA	\$ 129.24	NA	
345	Disconnect Order	NA	\$ 51.13	NA	
346					
347	UNE Platform Migration Charges /3/				

Line	MICHIGAN - Generic Pricing Schedule #1/	AIT RECURRING		AIT NON-RECURRING	
		Monthly		Initial	Additional
2					
348	Migration - Analog Line Port per occasion	N/A		\$ 0.35	NA
349	Migration - Ground Start Port per occasion	N/A		\$ 0.35	NA
350	Migration - Analog DID Trunk Port per occasion	N/A		\$ 0.35	NA
351	Migration - Centrex Basic Line Port per occasion	N/A		\$ 0.35	NA
352	Migration - Centrex ISDN BRI Port per occasion	N/A		\$ 0.35	NA
353	Migration - Centrex EKL Line Port per occasion	N/A		\$ 0.35	NA
354	Migration - Centrex Attendant Console Line Port per occasion	N/A		\$ 0.35	NA
355	Migration - ISDN BRI Port per occasion	N/A		\$ 0.35	NA
356	Migration - ISDN PRI Port per occasion	N/A		\$ 36.38	NA
357	Migration - Digital Trunking Trunk Port per occasion	N/A		\$ 36.38	NA
358	Migration - DS1 Trunk Port per occasion	N/A		\$ 36.38	NA
359					
360	Unbundled Local Switching with Shared Transport				
361	ULS-Usage for ULS-ST, per Originating & Terminating MOU	\$ 0.000522	MOU	NA	NA
362	ULS-ST Blended Transport MOU	\$ 0.000730	MOU	NA	NA
363	ULS-ST Reciprocal Compensation For Termination Of Local Traffic				
364	Set up charge, per call	\$ 0.001885			
365	Duration charge, per MOU	\$ 0.000605			
366	ULS-ST Common Transport MOU	\$ 0.000446	MOU	NA	NA
367	ULS-ST Tandem Switching MOU	\$ 0.000191	MOU	NA	NA
368	SS7 Signaling Transport associated with ULS-ST	\$ 0.000145	Message	N/A	NA
369					
370	Customized Routing of OS or DA via AIN (ULS-ST only)				
371	New Custom OS or DA Route for ULS-ST, per carrier per switch, per route				
372	- Installation	NA		\$ 84.28	NA
373	- Disconnect	NA		\$ 27.14	NA
374					
375	Unbundled Local Switching				
376	ULS Usage, per Originating or Terminating MOU (statewide)	\$ 0.001192	MOU	NA	NA
377					
378	Daily Usage Feed (DUF), per message	\$ 0.000672	Message	NA	NA
379					
380	Customized Routing:				
381	New Line Class Code, per Line Class Code, per switch	NA		\$ 225.97	NA
382	New Network Routing, per route, per switch	NA		\$ 14.03	NA
383	Billing Establishment, per CLEC, per switch	NA		\$ 163.82	NA
384	Service Coordination Fee, per CLEC bill, per switch	\$ 0.84		N/A	NA
385					
386	Local Switching Port Charges				
387	Analog Line Port	\$ 2.53		See NRC prices below	
388	Ground Start Port	\$ 2.53		See NRC prices below	
389	Analog DID Trunk Port	\$ 20.62		See NRC prices below	
390	ISDN BRI Port	\$ 8.19		See NRC prices below	
391	ISDN PRI Port	\$ 159.60		See NRC prices below	
392	Digital Trunking Trunk Port	\$ 155.30		See NRC prices below	
393	DS1 Trunk Port (ULS Trunk Port)	\$ 70.64		See NRC prices below	
394	Centrex Basic Line Port	\$ 2.53		See NRC prices below	
395	Centrex ISDN BRI Port	\$ 8.19		See NRC prices below	
396	Centrex EKL Line Port	\$ 5.52		See NRC prices below	
397	Centrex Attendant Console Line Port	\$ 6.39		See NRC prices below	
398					
399	Local Switching Non-Recurring Charges				
400	Service Order - Install - Basic Line Port, per order /1/ /6/ /8/	NA		\$ 3.02	NA
401	Service Order - Disconnect - Basic Line Port, per order	NA		\$ 1.54	NA
402	Service Order - Subsequent - Basic Line Port, per order	NA		\$ 3.18	NA
403	Service Order - Record Work Only - Basic Port, per order	NA		\$ 1.86	NA
404	Port Connection - Basic Line, per occasion /1/ /6/ /8/	NA		\$ 11.89	NA
405	Port Disconnect - Basic Line, per occasion	NA		\$ 6.63	NA
406	Service Order - Install - Complex Line Port, per order /1/ /6/ /8/	NA		\$ 30.09	NA
407	Service Order - Disconnect - Complex Line Port, per order	NA		\$ 7.50	NA
408	Service Order - Record Work Only - Complex Line Port, per order	NA		\$ 1.86	NA
409	Port Connection - Complex Line, per occasion /1/ /6/ /8/	NA		\$ 40.72	NA
410	Port Disconnect - Complex Line, per occasion	NA		\$ 21.78	NA
411	Service Order - Install - Trunk Port, per occasion /1/ /6/ /8/	NA		\$ 64.01	NA
412	Service Order - Disconnect - Trunk Port, per occasion	NA		\$ 39.57	NA
413	Service Order - Record Work Only - Trunk Port, per occasion	NA		\$ 1.86	NA
414	Port Connection - Trunk, per occasion /1/ /6/ /8/	NA		\$ 92.79	NA
415	Port Disconnect - Trunk, per occasion	NA		\$ 73.63	NA
416	Conversion from basic line port to ground start, or vice-versa, per change	NA		\$ 11.89	NA
417					
418	Service Coordination Fee, per switch /4/	\$ 0.84		N/A	NA
419					
420	Cancellation or Change Service Charge-Basic Line Port, per last critical date reached				
421	Design Layout Report Date /6/	NA		\$ 3.16	NA
422	Records Issue Date /6/	NA		\$ 7.53	NA
423	Designed, Verified, and Assigned Date /6/	NA		\$ 14.91	NA
424	Plant Test Date /6/	NA		\$ 14.91	NA
425	Cancellation or Change Service Charge-Complex Line Port, per last critical date reached				
426	Design Layout Report Date /6/	NA		\$ 30.22	NA
427	Records Issue Date /6/	NA		\$ 36.01	NA
428	Designed, Verified, and Assigned Date /6/	NA		\$ 50.84	NA
429	Plant Test Date /6/	NA		\$ 70.80	NA
430	Cancellation or Change Service Charge-Trunk Port, per last critical date reached				
431	Design Layout Report Date /6/	NA		\$ 18.90	NA
432	Records Issue Date /6/	NA		\$ 150.74	NA
433	Designed, Verified, and Assigned Date /6/	NA		\$ 156.80	NA
434	Plant Test Date /6/	NA		\$ 156.80	NA
435	Cancellation or Change Service Charge-New Line Class Code, per last critical date reached				
436	Interdepartmental Meeting	NA		\$ 67.79	NA
437	Line Class Code Assignment	NA		\$ 180.78	NA
438	Translations: writing, accepting, and testing	NA		\$ 214.67	NA
439	Plant Test Date	NA		\$ 225.97	NA
440	Cancellation or Change Service Charge-New Network Routing, per last critical date reached				
441	Interdepartmental Meeting	NA		\$ 4.21	NA
442	Line Class Code Assignment	NA		\$ 11.23	NA
443	Translations: writing, accepting, and testing	NA		\$ 13.35	NA
444	Plant Test Date	NA		\$ 14.03	NA
445	Due Date Change Charge, per Order, per Occasion				
446	Basic Line Port /6/	N/A		\$ 3.02	N/A
447	Trunk Port /6/	N/A		\$ 18.76	N/A
448	Complex Line Port /6/	N/A		\$ 30.09	N/A
449	ULS Usage Billing and Trunk Order Development Charge	NA		\$ 163.82	
450					
451	Port Feature Add/Change Translations Install Charge, per port, per order				
452	Basic	NA	NA	\$ -	\$ -
453	Simple Centrex	NA	NA	\$ -	\$ -
454	PBX	NA	NA	\$ -	\$ -
455	Complex Centrex	NA	NA	\$ 16.14	\$ 2.93
456	DID/Digital Trunk	NA	NA	\$ 32.69	\$ 1.60
457	ISDN-Direct	NA	NA	\$ 65.73	\$ 5.06
458	ISDN-Prime	NA	NA	\$ 32.69	\$ 1.60
459	Port Feature Add/Change Translations Disconnect Charge, per port, per order				
460	Basic	NA	NA	\$ -	\$ -
461	Simple Centrex	NA	NA	\$ -	\$ -
462	PBX	NA	NA	\$ -	\$ -

Line	MICHIGAN - Generic Pricing Schedule #1/	AIT RECURRING		AIT NON-RECURRING	
		Monthly		Initial	Additional
463	Complex Centrex	NA	NA	\$ 10.72	\$ 2.12
464	DID/Digital Trunk	NA	NA	\$ 8.37	\$ 1.38
465	ISDN-Direct	NA	NA	\$ 22.69	\$ 4.36
466	ISDN-Prime	NA	NA	\$ 11.19	\$ 1.38
467					
468	Unbundled Switch Port - Vertical Features			FEATURES	
469	Analog Line Port Features (per feature per port):			Install	Disconnect
470	Call Waiting	NA		NA	NA
471	Call Forwarding Variable	NA		NA	NA
472	Call Forwarding Busy Line	NA		NA	NA
473	Call Forwarding Don't Answer	NA		NA	NA
474	Three-Way Calling	NA		NA	NA
475	Speed Calling - 8	NA		NA	NA
476	Speed Calling - 30	NA		NA	NA
477	Auto Callback/Auto Redial	NA		NA	NA
478	Distinctive Ring/Priority Call	NA		NA	NA
479	Selective Call Rejection/Call Blocker	NA		NA	NA
480	Auto Recall/Call Return	NA		NA	NA
481	Selective Call Forwarding	NA		NA	NA
482	Calling Number Delivery	NA		NA	NA
483	Calling Name Delivery	NA		NA	NA
484	Calling Number/Name Blocking	NA		NA	NA
485					
486	Analog Line Port Features:			Install	Disconnect
487	Personalized Ring (per arrangement per port)	NA		NA	NA
488	Hunting Arrangement (per arrangement)	NA		NA	NA
489					
490	ISDN BRI Port Features (per B Channel, unless noted)	NA		\$ 65.73	\$ 22.69
491	CSV/CSD per ISDN BRI port (required/provided)	NA			
492	Additional (each) feature per port per order	NA		\$ 5.06	\$ 4.36
493					
494	Centrex Electronic Key Line (EKL) Basic Features:			Install	Disconnect
495	Bridged Call Exclusion	NA		\$ 16.14	\$ 10.72
496	Bridging	NA		\$ 16.14	\$ 10.72
497	Call Forwarding Don't Answer	NA		\$ 16.14	\$ 10.72
498	Call Forwarding Interface Busy	NA		\$ 16.14	\$ 10.72
499	Call Forwarding Variable	NA		\$ 16.14	\$ 10.72
500	Message Waiting Indicator	NA		\$ 16.14	\$ 10.72
501	Speed Call (Long)	NA		\$ 16.14	\$ 10.72
502	Speed Call (Short)	NA		\$ 16.14	\$ 10.72
503	Three-way Conference Calling	NA		\$ 16.14	\$ 10.72
504	Additional (each) feature per port per order	NA		\$ 2.93	\$ 2.12
505					
506	Call Appearance Call Handling (CACH) EKL Features:			Install	Disconnect
507	Additional Call Offering (inherent)	NA		\$ 16.14	\$ 10.72
508	Bridged Call Exclusion	NA		\$ 16.14	\$ 10.72
509	Bridging	NA		\$ 16.14	\$ 10.72
510	Call Forwarding Don't Answer	NA		\$ 16.14	\$ 10.72
511	Call Forwarding Interface Busy	NA		\$ 16.14	\$ 10.72
512	Call Forwarding Variable	NA		\$ 16.14	\$ 10.72
513	Intercom	NA		\$ 16.14	\$ 10.72
514	Key System Coverage for Analog Lines	NA		\$ 16.14	\$ 10.72
515	Message Waiting Indicator	NA		\$ 16.14	\$ 10.72
516	Speed Call (Long)	NA		\$ 16.14	\$ 10.72
517	Speed Call (Short)	NA		\$ 16.14	\$ 10.72
518	Three-way Conference Calling	NA		\$ 16.14	\$ 10.72
519	Additional (each) feature per port per order	NA		\$ 2.93	\$ 2.12
520					
521	Basic Individual features:			Install	Disconnect
522	Additional Call Offering	NA		\$ 16.14	\$ 10.72
523	Call Forwarding Don't Answer	NA		\$ 16.14	\$ 10.72
524	Call Forwarding Interface Busy	NA		\$ 16.14	\$ 10.72
525	Call Forwarding Variable	NA		\$ 16.14	\$ 10.72
526	Calling Number Delivery	NA		\$ 16.14	\$ 10.72
527	Hunt Group for CSD	NA		\$ 16.14	\$ 10.72
528	Hunt Group for CSV	NA		\$ 16.14	\$ 10.72
529	Message Waiting Indicator	NA		\$ 16.14	\$ 10.72
530	Secondary Only Telephone Number	NA		\$ 16.14	\$ 10.72
531	Three Way Conference Calling	NA		\$ 16.14	\$ 10.72
532	Additional (each) feature per port per order	NA		\$ 2.93	\$ 2.12
533					
534	ISDN PRI Port Features:	NA		Install	Disconnect
535	Backup D Channel	NA		\$ 32.69	\$ 11.19
536	Calling Number Delivery	NA		\$ 32.69	\$ 11.19
537	Dynamic Channel Allocation	NA		\$ 32.69	\$ 11.19
538	DID # - per telephone number	\$ 0.03		NA	NA
539	Additional (each) feature per port per order	NA		\$ 1.60	\$ 1.38
540					
541	Analog Trunk Port Features (per feature per port)	NA		NA	NA
542	DID # - per telephone number	\$ 0.03		NA	NA
543	DS1 Digital Trunk Port Features (per feature per port)	NA		\$ 32.69	\$ 8.37
544	DID # - per telephone number	\$ 0.03		NA	NA
545	Additional (each) feature per port per order	NA		\$ 1.60	\$ 1.38
546					
547	Unbundled Centrex System Options				
548	Centrex Common Block - Installation, each /11/8/	NA		\$ 80.04	NA
549	Centrex Common Block - Disconnect, each	NA		\$ 62.08	NA
550	System feature change or rearrangement, per feature, per occasion	\$ -		\$ 66.91	NA
551	System feature activation or deactivation, per feature, per occasion	\$ -		\$ 210.62	NA
552	- Installation	\$ -		\$ 64.65	NA
553	- Disconnection	\$ -			
554	Basic Centrex Line Port System Features Available (per Common Block):			Install	Disconnect
555	Automatic Callback Calling/Business Group Callback	NA		NA	NA
556	Call Forwarding Variable/Business Group Call Forwarding Variable	NA		NA	NA
557	Call Forwarding Busy Line	NA		NA	NA
558	Call Forwarding Don't Answer	NA		NA	NA
559	Call Hold	NA		NA	NA
560	Call Pickup	NA		NA	NA
561	Call Transfer - All Calls	NA		NA	NA
562	Call Waiting - Intragroup/Business Group Call Waiting	NA		NA	NA
563	Call Waiting - Originating	NA		NA	NA
564	Call Waiting - Terminating	NA		NA	NA
565	Class of Service Restriction - Fully Restricted	NA		NA	NA
566	Class of Service Restriction - Semi Restricted	NA		NA	NA
567	Class of Service Restriction - Toll Restricted	NA		NA	NA
568	Consultation Hold	NA		NA	NA
569	Dial Call Waiting	NA		NA	NA
570	Directed Call Pickup - Non Barge In	NA		NA	NA
571	Directed Call Pickup - With Barge In	NA		NA	NA
572	Distinctive Ringing and Call Waiting Tone	NA		NA	NA
573	Hunting Arrangement - Basic	NA		NA	NA
574	Hunting Arrangement - Circular	NA		NA	NA
575	Speed Calling Personal (short list)	NA		NA	NA
576	Three Way Calling	NA		NA	NA
577					

Line	MICHIGAN - Generic Pricing Schedule #1/		AIT RECURRING		AIT NON-RECURRING	
			Monthly		Initial	Additional
2						
578	Centrex ISDN BRI Port Features					
579		Circuit Switched Voice (CSV)(CSD) per BRI				
580		Standard feature initialization per Centrex System	NA		\$ 105.98	
581	Centrex ISDN BRI Port System Features Available (per Common Block):				Install	Disconnect
582		Additional Call Offering for CSV	NA		\$ 16.14	\$ 10.72
583		Automatic Callback Calling	NA		\$ 16.14	\$ 10.72
584		Call Forwarding Busy Line	NA		\$ 16.14	\$ 10.72
585		Call Forwarding Don't Answer	NA		\$ 16.14	\$ 10.72
586		Call Forwarding Variable	NA		\$ 16.14	\$ 10.72
587		Call Hold	NA		\$ 16.14	\$ 10.72
588		Call Pickup	NA		\$ 16.14	\$ 10.72
589		Call Transfer - All Calls	NA		\$ 16.14	\$ 10.72
590		Class of Service Restriction - Fully Restricted	NA		\$ 16.14	\$ 10.72
591		Class of Service Restriction - Semi Restricted	NA		\$ 16.14	\$ 10.72
592		Class of Service Restriction - Toll Restricted	NA		\$ 16.14	\$ 10.72
593		Consultation Hold	NA		\$ 16.14	\$ 10.72
594		Dial Call Waiting	NA		\$ 16.14	\$ 10.72
595		Directed Call Pickup - Non Barge In	NA		\$ 16.14	\$ 10.72
596		Directed Call Pickup - With Barge In	NA		\$ 16.14	\$ 10.72
597		Distinctive Ringing	NA		\$ 16.14	\$ 10.72
598		Hunting Arrangement - Basic	NA		\$ 16.14	\$ 10.72
599		Hunting Arrangement - Circular	NA		\$ 16.14	\$ 10.72
600		Speed Calling Personal (short list)	NA		\$ 16.14	\$ 10.72
601		Three Way Calling	NA		\$ 16.14	\$ 10.72
602		Additional (each) feature per port per order	NA		\$ 2.93	\$ 2.12
603						
604	Unbundled Tandem Switching					
605		Per minute of use (without Tandem Trunks)	\$ 0.001058		NA	NA
606						
607	Unbundled Tandem Switch Port Charges					
608		DS1 Trunk Port with features, per port	\$ 152.83		See NRC prices below	
609						
610	Unbundled Tandem Switching Non-Recurring Charges					
611		Service Order - Install, per order	NA		\$ 45.97	NA
612		Service Order - Disconnect, per order	NA		\$ 45.51	NA
613		Service Order - Subsequent - Installation, per order	NA		\$ 14.03	NA
614		Service Order - Subsequent - Disconnect, per occasion	NA		\$ 8.13	NA
615		Port Connection (Translations), per occasion	NA		\$ 115.33	NA
616		Port Disconnect (Translations), per occasion	NA		\$ 82.83	NA
617						
618	Tandem Switch Port Cross Connects					
619		DS-1	\$ 0.46		NA	NA
620						
621	Cross Connects					
622		2-Wire /4/	\$ 0.13		NA	NA
623		4-Wire /4/	\$ 0.25		NA	NA
624		6-Wire	\$ 0.38		NA	NA
625		8-Wire	\$ 0.50		NA	NA
626		DS1/LT1	\$ 0.27		NA	NA
627		DS3/LT3	\$ 1.15		NA	NA
628		OC3	\$ 0.88		NA	NA
629		OC12	\$ 0.88		NA	NA
630		OC48	\$ 0.88		NA	NA
631		DS3 C.O. Cross-Connect to Collocation	\$ 27.86		N/A	N/A
632						
633	Dedicated Transport					
634	Entrance Facility:					
635	DS1	Zone 1	\$ 34.66		NA	NA
636		Zone 2	\$ 41.57		NA	NA
637		Zone 3	\$ 47.26		NA	NA
638	DS3	Zone 1	\$ 114.33		NA	NA
639		Zone 2	\$ 117.09		NA	NA
640		Zone 3	\$ 118.25		NA	NA
641	OC3	All Zones	\$ 411.35		NA	NA
642	OC12	All Zones	\$ 999.31		NA	NA
643	OC48	All Zones	\$ 2,669.81		NA	NA
644						
645	Interoffice Transport:					
646	DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 10.06		NA	NA
647		Interoffice Mileage - Per Mile - All Zones	\$ 0.36		NA	NA
648	DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 53.73		NA	NA
649		Interoffice Mileage - Per Mile - All Zones	\$ 9.87		NA	NA
650	OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 203.01		NA	NA
651		Interoffice Mileage - Per Mile - All Zones	\$ 29.63		NA	NA
652	OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 508.09		NA	NA
653		Interoffice Mileage - Per Mile - All Zones	\$ 54.59		NA	NA
654	OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 1,337.29		NA	NA
655		Interoffice Mileage - Per Mile - All Zones	\$ 218.39		NA	NA
656						
657	Multiplexing					
658		DS1 to Voice Grade	\$ 178.18		NA	NA
659		DS3 to DS1	\$ 262.31		NA	NA
660	OC3	Add/Drop Multiplexing - Per Arrangement	\$ 268.79		NA	NA
661		Add/Drop Function				
662		- Per DS3 Add or Drop	\$ 33.08		NA	NA
663		- Per DS1 Add or Drop	\$ 3.83		NA	NA
664	OC12	Add/Drop Multiplexing - Per Arrangement	\$ 501.51		NA	NA
665		Add/Drop Function				
666		- Per OC3 Add or Drop	\$ 44.85		NA	NA
667		- Per DS3 Add or Drop	\$ 14.32		NA	NA
668	OC48	Add/Drop Multiplexing - Per Arrangement	\$ 264.88		NA	NA
669		Add/Drop Function				
670		- Per OC12 Add or Drop	\$ 153.29		NA	NA
671		- Per OC3 Add or Drop	\$ 44.85		NA	NA
672		- Per DS3 Add or Drop	\$ 12.73		NA	NA
673						
674	Dedicated Transport Cross Connects					
675		DS1	\$ 0.27		NA	NA
676		DS3	\$ 1.15		NA	NA
677		OC3	\$ 0.88		NA	NA
678		OC12	\$ 0.88		NA	NA
679		OC48	\$ 0.88		NA	NA
680						
681	Dedicated Transport Network Reconfiguration Service (NRS)					
682		On rates, terms and conditions specified in FCC Tariff No. 2				
683						
684	Dedicated Transport Optional Features & Functions					
685	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged			\$ 158.00	NA
686		Clear Channel Capability - Per 1.544 Mbps Circuit Arranged - Disconnect			\$ 6.65	NA
687	OC3	1+1 Protection - Per OC3 Entrance Facility	\$ -		NA	NA
688		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ -		\$ 1,552.98	NA
689		1+1 Protection with Route Survivability (1 & 2 below apply)				
690		(1) Per OC3 Entrance Facility	\$ -		NA	NA
691		(2) Per Quarter Route Mile	\$ 2.15		NA	NA
692	OC12	1+1 Protection - Per OC12 Entrance Facility	\$ -		NA	NA

Line	MICHIGAN - Generic Pricing Schedule #1/		AIT RECURRING		AIT NON-RECURRING	
			Monthly		Initial	Additional
2						
693		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ -		\$ 1,552.98	NA
694		1+1 Protection with Route Survivability (1 & 2 below apply)				
695		- (1) Per OC12 Entrance Facility	\$ -		NA	NA
696		- (2) Per Quarter Route Mile	\$ 2.64		NA	NA
697	OC48	1+1 Protection - Per OC48 Entrance Facility	\$ -		NA	NA
698		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ -		\$ 1,552.98	NA
699		1+1 Protection with Route Survivability (1 & 2 below apply)				
700		- (1) Per OC48 Entrance Facility	\$ -		NA	NA
701		- (2) Per Quarter Route Mile	\$ 10.57		NA	NA
702						
703		Dedicated Transport Installation & Rearrangement Charges				
704	DS1	Administration Charge - Install Per Order	NA		\$ 136.82	N/A
705		Administration Charge - Per Order - Disconnect			\$ 74.33	N/A
706		Design & Central Office Connection Charge - Per Circuit - Install /5/	NA		\$ 339.17	N/A
707		Design & Central Office Connection Charge - Per Circuit - Disconnect	NA		\$ 34.41	N/A
708		Carrier Connection Charge Per Termination - Install /5/	NA		\$ 209.19	NA
709		Carrier Connection Charge Per Termination - Disconnect	NA		\$ 75.01	NA
710		- Design Layout Report Date	NA		\$ 327.96	NA
711		- Records Issue Date	NA		\$ 423.21	NA
712		- Designed, Verified, and Assigned Date	NA		\$ 439.33	NA
713		- Plant Test Date	NA		\$ 685.18	NA
714		Due Date Change Charge, per Order per Occasion	NA		\$ 18.76	NA
715						
716	DS3	Administration Charge - Install	NA		\$ 120.93	NA
717		Administration Charge - Disconnect	NA		\$ 78.65	NA
718		Design & Central Office Connection Charge - Per Circuit - Install /5/	NA		\$ 464.19	NA
719		Design & Central Office Connection Charge - Per Circuit - Disconnect	NA		\$ 103.83	NA
720		Carrier Connection Charge Per Termination - Install /5/	NA		\$ 129.24	NA
721		Carrier Connection Charge Per Termination - Disconnect	NA		\$ 51.13	NA
722		Cancellation or Change Service Charge, per last critical date				
723		- Design Layout Report Date	NA		\$ 119.71	NA
724		- Records Issue Date	NA		\$ 546.17	NA
725		- Designed, Verified, and Assigned Date	NA		\$ 569.87	NA
726		- Plant Test Date	NA		\$ 714.50	NA
727		Due Date Change Charge, per Order per Occasion	NA		\$ 18.76	NA
728						
729	OC3	Administration Charge - Per Order	NA		\$ 76.37	NA
730		Administration Charge - Per Order - Disconnect	NA		\$ 19.66	NA
731		Design & Central Office Connection Charge - Per Circuit - Install /5/	NA		\$ 507.08	NA
732		Design & Central Office Connection Charge - Per Circuit - Disconnect	NA		\$ 4.99	NA
733		Carrier Connection Charge Per Termination - Install /5/	NA		\$ 474.40	NA
734		Carrier Connection Charge Per Termination - Disconnect	NA		\$ 50.00	NA
735						
736	OC12	Administration Charge - Per Order	NA		\$ 76.37	NA
737		Administration Charge - Per Order - Disconnect	NA		\$ 19.66	NA
738		Design & Central Office Connection Charge - Per Circuit - Install /5/	NA		\$ 507.08	NA
739		Design & Central Office Connection Charge - Per Circuit - Disconnect	NA		\$ 4.99	NA
740		Carrier Connection Charge Per Termination - Install /5/	NA		\$ 474.40	NA
741		Carrier Connection Charge Per Termination - Disconnect	NA		\$ 50.00	NA
742						
743	OC48	Administration Charge - Per Order /5/	NA		\$ 76.37	NA
744		Administration Charge - Per Order - Disconnect	NA		\$ 19.66	NA
745		Design & Central Office Connection Charge - Per Circuit /5/	NA		\$ 507.08	NA
746		Design & Central Office Connection Charge - Per Circuit - Disconnect	NA		\$ 4.99	NA
747		Carrier Connection Charge Per Termination /5/	NA		\$ 474.40	NA
748		Carrier Connection Charge Per Termination - Disconnect	NA		\$ 50.00	NA
749						
750		Digital Cross-Connect System				
751		DCS Port Charge				
752	DS1		ICB		ICB	NA
753	DS3		ICB		ICB	NA
754		DCS Establishment Charge	ICB		ICB	NA
755		Database Modification Charge	ICB		ICB	NA
756		Reconfiguration Charge	ICB		ICB	NA
757						
758		Dark Fiber				
759		Dark Fiber Interoffice				
760		Dark Fiber Interoffice Termination (Per Termination per Fiber)	13.61		NA	NA
761		Dark Fiber Interoffice Mileage (Per Fiber per Foot)	0.00013		NA	NA
762		Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	2.91		NA	NA
763		Dark Fiber Loop				
764		Dark Fiber Loop Termination (Per Termination per Fiber)	11.32		NA	NA
765		Dark Fiber Loop Mileage (Per Fiber per Foot)	0.00014		NA	NA
766		Dark Fiber Loop Cross Connect (Per Termination per Fiber)	2.38		NA	NA
767		Inquiry (Per Request)				
768		Dark Fiber Loop - NRC	NA		69.49	NA
769		Dark Fiber Sub-Loop - NRC	NA		69.49	NA
770		Dark Fiber Interoffice Transport - NRC	NA		294.87	NA
771		FIRM ORDER (Per Fiber Strand)				
772		Installation				
773		Administrative per Order	NA		\$ 12.52	NA
774		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)	NA		\$ 320.58	NA
775		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM and HUT to CEV, PREM and CEV to PREM)	NA		\$ 335.02	NA
776		Dark Fiber Interoffice Transport - NRC	NA		\$ 413.66	NA
777		Disconnect				
778		Administrative per Order	NA		\$ 14.12	NA
779		Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)	NA		\$ 138.06	NA
780		Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM and HUT to CEV, PREM and CEV to PREM)	NA		\$ 138.63	NA
781		Dark Fiber Interoffice Transport - NRC	NA		\$ 137.30	NA
782						
783		Line Information Database - LIDB	USAGE			
784		Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.005572 (per query)		NA	NA
785		Query Transport (Regional STP Access Validation)	\$ 0.000002 (per query)		NA	NA
786		Validation Query (Local STP Access Includes SMS & Sleuth)	\$ 0.005572 (per query)		NA	NA
787		Query Transport (Local STP Access Validation)	\$ 0.000085 (per query)		NA	NA
788		CNAM Database Query	\$ 0.0093985 (per query)		NA	NA
789		Service Order Cost	NA		\$ 25.00	NA
790		Service Establishment Charge	NA		NA	NA
791		LIDB Data Storage & Administration	NA			
792		Manual Update			\$ 2.00 (Per Update)	
793						
794		800 Database	USAGE			
795		Toll Free Database Query (Regional STP Access)	\$ 0.000814 (per query)			
796		Call Handling and Destination (Regional STP Access)	\$ 0.000036 (per query)			
797		Toll Free Database Query (Local STP Access)	\$ 0.000895 (per query)			
798		Call Handling and Destination (Local STP Access)	\$ 0.000036 (per query)			
799						
800		SS7				
801		SS7 Links - Cross Connects				
802		STP to Collocators Cage - DS0		See Dedicated Transport		
803		STP to Collocators Cage- DS1		See Dedicated Transport		
804		STP to SWBT MDF - DS0		See Dedicated Transport		
805		STP to SWBT DSX Frame-DS1		See Dedicated Transport		
806						
807		SS7 Links				

Line	MICHIGAN - Generic Pricing Schedule #1/	AIT RECURRING		AIT NON-RECURRING	
		Monthly	Initial	Additional	
2					
808	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
809	STP Access Link - 56 Kbps	See Dedicated Transport			
810					
811	STP Port	\$ 270.11	\$ 254.79	N/A	
812					
813	SS7 Signalling	USAGE			
814	SS7 Signal Formulation IAM	\$ 0.000229	NA		
815	SS7 Signal Formulation TCAP	\$ 0.000118	NA		
816	Signal Switching per Message IAM	\$ 0.000073	NA		
817	Signal Switching per Message TCAP	\$ 0.000056	NA		
818	Signal Tandem Switching per Message IAM	\$ 0.000123	NA		
819	Signal Transport per Message IAM	\$ 0.000051	NA		
820	Signal Transport per Message TCAP	\$ 0.000034	NA		
821	Signal Transfer Point per Port per Month	\$ 235.73	NA		
822	Signal Transfer Point per Port - Installation	NA	\$ 879.58		
823	Originating Point Code per OPC, per add or change per STP pair - Installation	NA	\$ 25.98		
824	Global Title Address Translation per add or change per STP pair - Installation	NA	\$ 12.29		
825	Signal Transfer Point per Port - Removal	NA	\$ 134.45		
826	Originating Point Code per OPC, per add or change per STP pair - Remove	NA	\$ 22.40		
827	Global Title Address Translation per add or change per STP pair - Remove	NA	\$ 10.59		
828					
829	OTHER				
830	Directory Assistance				
831	Directory Assistance, per occurrence	\$ 0.30	NA	NA	
832	Directory Assistance Call Completion (DACC)	\$ 0.15	NA	NA	
833	Directory Assistance/National Directory Assistance, per occurrence	\$ 0.35	NA	NA	
834	Branding - Other - Initial/Subsequent Load		\$ 1,800.00	NA	
835	- per call	\$ 0.025			
836	Branding - Facility Based - Initial/Subsequent Load				
837	- Branding, per trunk group	NA	\$ 800.00	NA	
838	Directory Assistance - Facilities Based Rate Reference - Initial Load	NA	\$ 2,200.00	NA	
839	Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA	\$ 1,000.00	NA	
840					
841	DA Listing License				
842	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
843	- per listing for initial load	NA	\$ 0.040	NA	
844	- per listing for subsequent updates	NA	\$ 0.060	NA	
845	Option #2 Full File (all states inclusive) Billable Release				
846	- per listing for initial load	NA	\$ 0.020	NA	
847	- per listing for subsequent updates	NA	\$ 0.030	NA	
848	- per usage/query	NA	\$ 0.020	NA	
849	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
850	- per listing for initial load	NA	\$ 0.050	NA	
851	- per listing for subsequent updates	NA	\$ 0.060	NA	
852	Option #4 Pick & Choose (by state) Billable Release				
853	- per listing for initial load	NA	\$ 0.020	NA	
854	- per listing for subsequent updates	NA	\$ 0.030	NA	
855	- per usage/query	NA	\$ 0.020	NA	
856					
857	Operator Services				
858	Fully Automated Call Processing, per occurrence	\$ 0.15	NA	NA	
859	Operator Assisted Call Processing, per work second	\$ 0.02	NA	NA	
860	Branding - Other - Initial/Subsequent Load		1,800.00		
861	- per call	\$ 0.025			
862	Branding - Facility Based - Initial/Subsequent Load				
863	- Branding, per trunk group	NA	\$ 800.00	NA	
864	Operator Services - Facilities Based Rate Reference - Initial Load	NA	\$ 2,200.00	NA	
865	Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NA	\$ 1,000.00	NA	
866					
867	Ancillary Message Compensation (per message)	0.03	N/A	N/A	
868					
869	Structure Access - Poles & Ducts	Annually			
870	Per Pole attachment*	\$ 1.48			
871	Per Foot of innerduct	\$ 0.08			
872	Application fee		\$ 200.00		
873	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
874	additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
875					
876	Emergency Number Service Access				
877	911 Selective Router Interconnection				
878	-Digital DS1 Interface				
879	-Each DSO installed				
880	-Analog Channel Interface	\$ 19.81		\$ 496.18	
881	ANI/ALI/SR and Database Management				
882	- Per 100 records, rounded up to nearest 100	\$ 3.93		\$0.00	
883	911 Selective Router Switch Administration				
884	-Per Selective Router				
885					
886					
887	RECIPROCAL COMPENSATION				
888	End Office Local Termination				
889	Set up charge, per call	\$ 0.001885			
890	Duration charge, per MOU	\$ 0.000605			
891	Tandem Switching				
892	Set up charge, per call	\$ 0.000131			
893	Duration charge, per MOU	\$ 0.000234			
894	Tandem Transport Termination				
895	Set up charge, per call	\$ 0.000087			
896	Duration charge, per MOU	\$ 0.000156			
897	Tandem Transport Facility Mileage, per MOU per mile	\$ 0.000002			
898					
899	TRANSIT SERVICE				
900	Tandem Switching, per minute of use	\$ 0.004985	NA		
901	Tandem Termination, per minute of use	\$ 0.000156	NA		
902	Tandem Facility, per minute of use	\$ 0.000036	NA		
903					
904	RESALE	RESALE DISCOUNTS			
905	BUSINESS	RECURRING	NON-RECURRING		
906	LOCAL EXCHANGE SERVICE				
907	Business 1 Party	18.15%	18.15%		
908	Business - Measured	18.15%	18.15%		
909	Customer Operated Pay Telephone (COPT)	18.15%	18.15%		
910					
911	EXPANDED LOCAL CALLING				
912	Interzone	18.15%	18.15%		
913					
914	VERTICAL SERVICES				
915	Anonymous Call Rejection	18.15%	18.15%		
916	Repeat Dialing (Auto Redial)	18.15%	18.15%		
917	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	18.15%	18.15%		
918	Call Blocker	18.15%	18.15%		
919	Call Forwarding	18.15%	18.15%		
920	Call Forwarding - Busy Line	18.15%	18.15%		
921	Call Forwarding - Busy Line/Don't Answer	18.15%	18.15%		

Line	MICHIGAN - Generic Pricing Schedule #1/	AIT RECURRING		AIT NON-RECURRING	
		Monthly		Initial	Additional
2					
922	Call Forwarding - Don't Answer	18.15%		18.15%	
923	Automatic CallBack (Call Return)	18.15%		18.15%	
924	Automatic CallBack-Per Use (Call Return - Usage Sensitive)	18.15%		18.15%	
925	Call Trace	18.15%		18.15%	
926	Call Waiting	18.15%		18.15%	
927	Caller ID With Name (Calling Name)	18.15%		18.15%	
928	Caller ID (Calling Number)	18.15%		18.15%	
929	MultiRing Service -1 (Personalized Ring -1 Dependent Number)	18.15%		18.15%	
930	MultiRing Service -2 (Personalized Ring -2 Dependent Numbers)	18.15%		18.15%	
931	Remote Access to Call Forwarding (Grandfathered)	0%		0%	
932	Selective Call Forwarding	0%		0%	
933	Multi-Path Call Forwarding (Simultaneous Call Forwarding)	18.15%		18.15%	
934	Remote Call Forwarding-Per Feature	18.15%		18.15%	
935	RCF, Interstate, Interexchange	18.15%		18.15%	
936	RCF, Intrastate	18.15%		18.15%	
937	RCF, Interstate, International	18.15%		18.15%	
938	RCF, Intrastate, Interexchange	18.15%		18.15%	
939	RCF to 800	18.15%		18.15%	
940	RCF Additional	18.15%		18.15%	
941	Speed Calling 8	18.15%		18.15%	
942	Speed Calling 30	18.15%		18.15%	
943	Three Way Calling	18.15%		18.15%	
944	Call Screening	18.15%		18.15%	
945	Busy Line Transfer	18.15%		18.15%	
946	Alternate Answer	18.15%		18.15%	
947	Message Waiting - Tone	18.15%		18.15%	
948	Easy Call	18.15%		18.15%	
949	Prime Number Service	18.15%		18.15%	
950	AMERITECH Privacy Manager	18.15%		18.15%	
951	Name and Number Delivery Service	18.15%		18.15%	
952					
953	DID				
954	DID	18.15%		18.15%	
955					
956	TRUNKS				
957	Trunk	18.15%		18.15%	
958					
959	AIN				
960	Area Wide Networking	18.15%		18.15%	
961	Ameritech Switch Alternate Routing (ANSAR)	18.15%		18.15%	
962	Ameritech Customer Location Alternate Routing (ACLAR)	18.15%		18.15%	
963					
964	OTHER				
965	Grandfathered Services	0.00%		0.00%	
966	Promotions (Greater than 90 days)	18.15%		18.15%	
967	TouchTone (Business)	18.15%		18.15%	
968	TouchTone (Trunk)	18.15%		18.15%	
969	900/976 Call Blocking (900/976 Call Restriction)	0%		0%	
970	976 (976 Information Delivery Service)	0%		0%	
971	Access Services (See Access Tariff)	0%		0%	
972	Additional Directory Listings	18.15%		18.15%	
973	Carrier Disconnect Service (Company Initiated Suspension Service)	0%		0%	
974	Connection Services	18.15%		18.15%	
975	Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
976	Shared Tenant Service	0%		0%	
977					
978	Data Services				
979	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	18.15%		18.15%	
980	PBX Trunks	18.15%		18.15%	
981	Multi-Service Optical Network (MON)	18.15%		18.15%	
982	OCn-PTP	18.15%		18.15%	
983	ADTS-E	18.15%		18.15%	
984	DS0	18.15%		18.15%	
985	DS1	18.15%		18.15%	
986	DS3	18.15%		18.15%	
987					
988	ISDN				
989	ISDN	18.15%		18.15%	
990					
991	DIRECTORY ASSISTANCE SERVICES				
992	Directory Assistance Services	18.15%		20.29%	
993	Local Operator Assistance Service	18.15%		18.15%	
994					
995	TOLL				
996	TOLL	18.15%		18.15%	
997					
998	OPTIONAL TOLL CALLING PLANS				
999	Optional Toll Calling Plans	18.15%		18.15%	
1000					
1001	CENTREX (PLEXAR)				
1002	Ameritech Centrex Service ACS	18.15%		18.15%	
1003	Ameritech Centrex Network Manager	0%		0%	
1004					
1005	PRIVATE LINE				
1006	Analog Private Lines	18.15%		18.15%	
1007	Private Line Channel Services	18.15%		18.15%	
1008					
1009	RESIDENCE	RESALE DISCOUNTS			
1010	LOCAL EXCHANGE SERVICE	RECURRING		NON-RECURRING	
1011	Life Line	0%		0%	
1012	Residence 1 Party	18.15%		18.15%	
1013	Residence Measured	18.15%		18.15%	
1014					
1015	EXPANDED LOCAL CALLING				
1016	Interzone	18.15%		18.15%	
1017					
1018	VERTICAL SERVICES				
1019	Anonymous Call Rejection	18.15%		18.15%	
1020	Repeat Dialing (Auto Redial)	18.15%		18.15%	
1021	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	18.15%		18.15%	
1022	Call Blocker	18.15%		18.15%	
1023	Call Forwarding	18.15%		18.15%	
1024	Call Forwarding - Busy Line	18.15%		18.15%	
1025	Call Forwarding - Busy Line/Don't Answer	18.15%		18.15%	
1026	Call Forwarding - Don't Answer	18.15%		18.15%	
1027	Automatic Call-Back (Call Return)	18.15%		18.15%	
1028	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	18.15%		18.15%	
1029	Call Trace	18.15%		18.15%	
1030	Call Waiting	18.15%		18.15%	
1031	Caller ID with Name (Calling Name)	18.15%		18.15%	
1032	Caller ID (Calling Number)	18.15%		18.15%	
1033	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	18.15%		18.15%	
1034	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	18.15%		18.15%	
1035	Priority Call	18.15%		18.15%	
1036	Remote Access to Call Forwarding (GF)	0%		0%	

Line	MICHIGAN - Generic Pricing Schedule #1/		AIT RECURRING		AIT NON-RECURRING	
			Monthly		Initial	Additional
2						
1037		RCF, Interstate, Interexchange	18.15%		18.15%	
1038		RCF, Intrastate	18.15%		18.15%	
1039		RCF, Interstate, International	18.15%		18.15%	
1040		RCF, Intrastate, Interexchange	18.15%		18.15%	
1041		RCF to 800	18.15%		18.15%	
1042		RCF Additional	18.15%		18.15%	
1043		Selective Call Forwarding	18.15%		18.15%	
1044		Speed Calling 8	18.15%		18.15%	
1045		Three Way Calling	18.15%		18.15%	
1046		Call Screening	18.15%		18.15%	
1047		Busy Line Transfer	18.15%		18.15%	
1048		Alternate Answer	18.15%		18.15%	
1049		Message Waiting - Tone	18.15%		18.15%	
1050		Easy Call	18.15%		18.15%	
1051		AMERITECH Privacy Manager	18.15%		18.15%	
1052		Name and Number Delivery Service	18.15%		18.15%	
1053						
1054		ISDN				
1055		ISDN	18.15%		18.15%	
1056						

Line	MICHIGAN - Generic Pricing Schedule #1/	AIT RECURRING		AIT NON-RECURRING	
		Monthly		Initial	Additional
2					
1057	Other (Resale)				
1058	DIRECTORY ASSISTANCE SERVICES				
1059	Directory Assistance Services	18.15%		18.15%	
1060	Local Operator Assistance Service	18.15%		18.15%	
1061					
1062	OS/DA Reseller Branding - Initial Load Subsequent Load			\$1,800.00	
1063	OS/DA OS/DA Reseller Branding - Per Call	\$0.025			
1064	OS/DA Reseller Rate Reference - Initial Load			\$2,200.00	
1065	OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load			\$1,000.00	
1066					
1067	OTHER				
1068	Grandfathered Services	0%		0%	
1069	Promotions (Greater than 90 Days)	18.15%		18.15%	
1070	TouchTone	18.15%		18.15%	
1071	Home Services Packages	18.15%		18.15%	
1072	900/976 Call Blocking (900/976 Call Restriction)	0%		0%	
1073	976 (976 Information Delivery Service)	0%		0%	
1074	Access Services (See Access Tariff)	0%		0%	
1075	Additional Directory Listings	18.15%		18.15%	
1076	Carrier Disconnect Service (Company Initiated Suspension Service)	0%		0%	
1077	Connection Services	18.15%		18.15%	
1078	Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
1079	Shared Tenant Service	0%		0%	
1080					
1081	TOLL				
1082	Toll	18.15%		18.15%	
1083					
1084	Electronic Billing Information Data (daily usage)	\$0.00			
1085	per message				
1086					
1087	Local disconnect Report (LDR)				
1088	Per WTN	\$0.00			
1089					
1090	Line Connection Charge				
1091	Residence			\$34.38	
1092	Business			\$34.38	
1093	Service Order/Service Request Charge				
1094	Residence			N/A	
1095	Business			N/A	
1096	Non-Electronic (Manual) Service Order Charge				
1097	Residence			\$8.91	
1098	Business			\$8.91	
1099					
1100	Notes				
1101	/1/ Rates and rate application based on MPSC Case Nos. U-11831, U- 12540, U-12320, and U-12622,				
1102	and subject to reservation of rights and change as a result of reconsideration, appeal, further MPSC action, or other change of law.				
1103	/2/ Does not apply to pre-existing UNE-P Currently Combined Installations.				
1104	/3/ Only applies to pre-existing UNE-P Migrations.				
1105	/4/ Applies only once per UNE-P Combination.				
1106	/5/ Does not apply to Special Access to UNE conversions.				
1107	/6/ Does not apply to new UNE-P installations.				
1108	/7/ Does not apply to new EEL installations.				
1109	/8/ Does not apply to pre-existing UNE-P Migrations.				
1110					
1111	* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.				
1112					
1119					
1120					

ELEMENTS	
<u>COLLOCATION</u>	
A. Physical	
<u>Description</u>	Recurring / Non-Recurring
Order Charge - Per ACOI Application	- / \$123.17
Central Office Floor Space - per 100 Sq. Ft.	\$703.69/ -
Central Office Build Out - Per Initial 100 Sq. Ft. of Floor Space Requested, Per Central Office	- / \$12,482.36
50% Charge	- / \$6,241.18
25% Charge	- / \$3,120.59
- Per Additional 100 Sq. Ft. Of Floor Space Requested, Per Central Office	- / \$5,342.22
50% Charge	- / \$2671.11
25% Charge	- / \$1,335.56
Cable Vault Splicing	
Per Initial Splice	- / \$90.26
Per Subsequent Splice	- / \$6.61
Splice Testing	
Per Initial Splice Test	- / \$20.73
Per Additional Splice Test	- / \$1.22
Cable Pulling From Manhole to Cable Vault	
Per First Foot	- / \$98.04
Per Additional Foot	- / \$0.49
Cable Pulling From Cable Vault to Transmission Node	
Per First Foot	- / \$36.59
Per Additional Foot	- / \$0.37
Riser Space - Per Foot	\$1.05 / -

<i>ELEMENTS</i>	
Entrance Conduit - Per Inner Duct, per Foot	\$0.05 / -
Power Consumption - Per Fuse AMP	\$5.73 / -
Power Delivery - Per Power Lead	- / \$751.63
200 Conductor Electrical Cross-Connection Block - Per 200 Conductor Electrical Cross-Connection Block	\$69.78 / -
Digital Cross-Connection Panel (DSX)	
Per DSX-3 Termination (1 DS3 termination)	\$16.61 / -
Per DSX-1 Panel (Up to 56 DS1 terminations)	\$52.04 / -
Optical Cross-Connection Panel (OCX)	
Per OCX Panel Segment	\$6.25 / -
Space Reservation Charge - Per Reservation Request	- / \$304.78
Optional Features and Functions	
Transmission Node Enclosure	
Per First 100 sq. ft. Enclosed	- / \$1,850.41
Per Additional 100 sq. ft. Enclosed	- / \$730.79
Passive Bay Termination (includes Bay and Panel)	
DS1 Termination	\$0.58 / -
DS3 Termination	\$7.32 / -
200 Conductor Electrical Termination Block (outside Transmission Node)- Per Termination Block	\$69.78 / -
Digital Timing Source - Per Sync Signal Provided	\$14.00 / -
DS1 Repeater	\$6.49 / -
DS3 Repeater	\$37.69 / -
Diverse Riser - Per floor traversed	- / \$224.84

ELEMENTS	
1 The rates and charges in this appendix entitled "CLEC Physical Collocation Embedded Base Rates and Charges" (Pricing Appendix) are CLEC-specific. In the event that these Agreement rates, terms and conditions are the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(j) of the Act, the term "CLEC's Physical Collocation Embedded Base" shall mean the Adopting CLEC's own Physical Collocation Embedded Base and the nonrecurring and recurring rates associated with such Physical Collocation Embedded Base shall be the nonrecurring and recurring rates associated with the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Physical Collocation Embedded Base from or the nonrecurring and recurring rates previously agreed to by the Adopting CLEC and AMERITECH pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and AMERITECH; therefore, in such event, the rates and charges set forth on this Pricing Appendix will be modified to reflect the rates and charges associated with the Adopting CLEC's own Physical Collocation Embedded Base as more specifically described hereinabove.	

**AMERITECH
TELEPHONE COMPANY
MI**

APPENDIX PRICING
AIT/ QuantumShift Communications, Inc. fka MVX.Com
CDOW Physical Collocation Rates and Charges

		<u>Collocation Services</u>				
Michigan		CAGE				
		Collocation Rates and Charges				
				QUANTITY	RATE	RATE
COST ELEMENT		UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB				\$25.54
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N				\$49.70
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L			\$7.65	
COMMON SYSTEMS						
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A			\$0.31	\$114.07
POWER PROVISIONING						
Power Engineering:						
ILEC-Vendor Engineering	Per Application	NRL6Q				\$570.75
DC Power Engineering	Per Application	NRL6P				\$626.72
Power Panel:						
50 Amp	Per Power Panel (CLEC Provides)	NONE				\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE				\$0.00
Power Cable and Infrastructure:						
Power Cable Rack	Per Four Power Cables or Quad	S8F29			\$0.13	\$47.27
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE				\$0.00
Equipment Grounding:						
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR			\$0.08	\$30.02
POWER CONSUMPTION (Including HVAC)						
20 Amps	Per 20 Amps	S8FPT			\$240.27	
40 Amps	Per 40 Amps	S8FQD			\$480.54	
50 Amps	Per 50 Amps	S8FPS			\$600.68	
100 Amps	Per 100 Amps	S8FQE			\$1,003.42	
200 Amps	Per 200 Amps	S8FQF			\$2,006.84	
400 Amps	Per 400 Amps	SP1QJ			\$4,013.67	
FIBER CABLE PLACEMENT						
Central Office:						
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9			\$13.16	\$890.28
Entrance Conduit	Per Fiber Cable Sheath	S8FW5			\$14.35	
MISCELLANEOUS & OPTIONAL COST:						
MISCELLANEOUS COSTS						
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45			\$0.01	\$14.52
Bits Timing	Per two circuits	S8FQT			\$0.64	\$684.90
Space Availability Report	Per Premise	NRLYX				\$111.61
Security Access / ID Cards	Per Card	NRLZW				\$30.25
ID Card	Per Card	NONE				\$0.00
Cage Prep Costs						
Vendor Layout & Coord.	Per CLEC Cage	NRL6N				\$491.99
AC Circuits to Cage	Per CLEC Cage	NRL6O				\$545.69
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	NRL6R				\$1,043.60
Installation	Per Cable (CLEC Installs Cable)					
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48			\$4.43	\$167.07
Rack - Voice Grade	100 Copper Pairs					
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU			\$4.43	\$167.07
Rack - Voice Grade	100 Shielded Pairs					
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM			\$325.63	\$5,191.37
Rack - DS1 - DCS	28 DS1					
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46			\$1.98	\$452.84

**AMERITECH
TELEPHONE COMPANY
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APPENDIX PRICING
AIT/ QuantumShift Communications, Inc. fka MVX.Com
CDOW Physical Collocation Rates and Charges

		<u>Collocation Services</u>				
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47		\$166.38	\$3,449.19
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN		\$0.92	\$160.21
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR		\$5.75	\$258.73
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRL6W			\$754.17
	Cable Installation	Per Placement (CLEC Installs Cable)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.22	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.15	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$0.94	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.44	
	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	SP1QC			\$13.85
PROJECT MANAGEMENT						
INITIAL						
	Application Processing	Per CLEC Application	NRL1D			\$721.81
	Project Coordination	Per CLEC Application	NRL57			\$2,420.44
AUGMENT						
	Application Processing	Per CLEC Application Augment	NRL1F			\$467.27
	Project Coordination	Per CLEC Application Augment	NRL58			\$1,307.48
TIME SENSITIVE ACTIVITIES						
PRE-VISIT						
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$22.65
	Com. Tech. -Craft	Per 1/4 hour	NRL14			\$11.43
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$13.12
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$18.18
CONSTRUCTION - VISIT						
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$18.18
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$22.65

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APPENDIX PRICING
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CDOW Physical Collocation Rates and Charges

<u>Collocation Services</u>					
Michigan					
CAGELESS					
Collocation Rates and Charges					
			QUANTITY	RATE	RATE
			OF	MONTHLY	NON-
COST ELEMENT	UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	S8FWC			\$255.40
Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	S8FWG			\$497.00
Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	S8F9C		\$76.50	
Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWD			\$459.72
Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWH			\$894.60
Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F9E		\$137.70	
COMMON SYSTEMS					
Common Systems - Cageless	Per 10 Sq. Ft. of space (Standard Bay)	S8FWE		\$4.00	\$1,444.40
Common Systems - Cageless	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWF		\$7.20	\$2,599.92
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$570.75
DC Power Engineering	Per Application	NRL6P			\$626.72
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.13	\$47.27
20 Amp	Per Four Power Cables or Quad	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad	NONE			\$0.00
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.08	\$30.02
POWER CONSUMPTION (Including HVAC)					
20 Amps	Per 20 Amps	S8FPT		\$240.27	
40 Amps	Per 40 Amps	S8FQD		\$480.54	
50 Amps	Per 50 Amps	S8FPS		\$600.68	
100 Amps	Per 100 Amps	S8FQE		\$1,003.42	
200 Amps	Per 200 Amps	S8FQF		\$2,006.84	
400 Amps	Per 400 Amps	SP1QJ		\$4,013.67	
FIBER CABLE PLACEMENT					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	S8FQ9		\$13.16	\$890.28
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$14.35	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.01	\$14.52
Bits Timing	Per two circuits	S8FQT		\$0.64	\$684.90
Space Availability Report	Per Premise	NRLYX			\$111.61
Security Access / ID Cards	Per Card	NRLZW			\$30.25
ID Card	Per Card	NONE			\$0.00
CAGELESS / POT BAY OPTIONS					
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	NRL6R			\$1,043.60
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E		\$4.43	\$167.07
Rack - Voice Grade	100 Copper Pairs				

**AMERITECH
TELEPHONE COMPANY
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APPENDIX PRICING
AIT/ QuantumShift Communications, Inc. fka MVX.Com
CDOW Physical Collocation Rates and Charges

		<u>Collocation Services</u>				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		\$4.43	\$167.07
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		\$325.63	\$5,191.37
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		\$1.98	\$452.84
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		\$166.38	\$3,449.19
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		\$0.92	\$160.21
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		\$5.75	\$258.73
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRL6W			\$754.17
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.22	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.15	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$0.94	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.44	
	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	SP1QC			\$13.85
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1D			\$721.81
	Project Coordination	Per CLEC Application	NRL57			\$2,420.44
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL1F			\$467.27
	Project Coordination	Per CLEC Application Augment	NRL58			\$1,307.48
TIME SENSITIVE ACTIVITIES						
	PRE-VISIT					
	Colloc. Ser. Mgr. -2 Lv	Per 1/4 hour	NRL11			\$22.65
	Com. Tech. -Craft	Per 1/4 hour	NRL14			\$11.43
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$13.12
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$18.18
	CONSTRUCTION-VISIT					
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$18.18
	Colloc. Ser. Mgr. -2 Lv	Per 1/4 hour	NRL16			\$22.65

**AMERITECH
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APPENDIX PRICING
AIT/ QuantumShift Communications, Inc. fka MVX.Com
CDOW Physical Collocation Rates and Charges

		Collocation Services				
Michigan		ADJACENT STRUCTURE				
		Collocation Rates and Charges				
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure						
				QUANTITY	RATE	RATE
				OF	MONTHLY	NON-
COST ELEMENT	UNIT	USOC		UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:						
REAL ESTATE						
Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55			\$0.00	
CONDUIT PLACEMENT						
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L				\$304.78
Set Up and Wall Coring	Per Placement	S8F8E				\$5,668.73
DC POWER PROVISIONING						
Power Engineering:						
DC Power Engineering	Per Placement	S8F8V				\$626.72
50 Amp DC Power Extension						
50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE				\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ				\$5,650.46
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE				\$0.00
200 Amp DC Power Extension						
200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE				\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3				\$5,650.46
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)					
DC POWER CONSUMPTION						
20 Amps	Per 20 Amps	S8FWJ			\$161.60	
40 Amps	Per 40 Amps	S8FNK			\$323.21	
50 Amps	Per 50 Amps	S8FWK			\$404.01	
100 Amps	Per 100 Amps	S8FWL			\$808.02	
200 Amps	Per 200 Amps	S8F3U			\$1,616.04	
AC POWER PROVISIONING						
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)					
AC Power	Per KWH	S8F56			\$0.06	
SBC ACTIVITIES:						
ENGINEERING DESIGN						
CO Site Survey		NRL84				\$2,496.25
PROJECT MANAGEMENT						
INITIAL						
Application Processing	Per CLEC Application	NRL6X				\$576.36
Project Coordination	Per CLEC Application	NRL6Z				\$4,107.58
AUGMENT						
Application Processing	Per CLEC Application Augment	NRL6Y				\$467.27
Project Coordination	Per CLEC Application Augment	NRL83				\$1,943.95
OPTIONAL COST:						
FIBER CABLE PLACEMENT						
Fiber Cable Engineering	Per Placement	S8FW6				\$669.71
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cab	S8FW7			\$5.09	
Innerduct Placement	Per Linear Foot	S8FW8				\$1.37
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	NRL8P				\$1,043.60
Installation	Per Cable (CLEC Installs)					
Voice Grade Arrangement Rack - Voice Grade	100 Copper Pairs (CLEC Provides Cable)	S8F3G			\$4.43	\$167.07
Voice Grade Arrangement Rack - Voice Grade	100 Shielded Pairs (CLEC Provides Cable)	S8FWW			\$4.43	\$167.07
DS1 Arrangement - DCS Rack - DS1 - DCS	28 DS1 (CLEC Provides Cable)	S8F2L			\$325.63	\$5,191.37
	28 DS1					

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APPENDIX PRICING
AIT/ QuantumShift Communications, Inc. fka MVX.Com
CDOW Physical Collocation Rates and Charges

		<u>Collocation Services</u>				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R		\$1.98	\$452.84
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23		\$166.38	\$3,449.19
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27		\$0.92	\$160.21
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N		\$5.75	\$258.73
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement	NRL8Q			\$754.17
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	S8F57		\$0.22	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	S8F58		\$0.15	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59		\$0.94	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F61		\$0.44	
	4 Inch Conduit	Per Placement (CLEC Provided)				
TIME SENSITIVE ACTIVITIES						
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$22.65
	Com. Tech. -Craft	Per 1/4 hour	NRL14			\$11.43
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$13.12
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$18.18
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$18.18
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$22.65

ELEMENTS	
COLLOCATION	
B. Virtual Service Order Charge - Per Order	/ \$48.09
Optical Line Entrance Facility - Per Foot	\$0.05 ⁷ / -
⁷ Rates indicated do not include cable	
Riser	
Space Per Foot	\$0.024 / -
Per Fiber Termination	\$1.65 / -
Cable Vault Splicing	
Per Initial Splice	- / \$90.26
Per Subsequent Splice	- / \$6.61
Splice Testing	
Per Initial Splice Test	- / \$20.73
Per Subsequent Splice Test	- / \$1.22
Cable Pulling From Manhole to Cable to Vault	
Per First Foot	- / \$98.04
Per Additional Foot	- / \$0.49
Cable Pulling From Cable Vault to the LGX Panel	
Per First Foot	- / \$36.59
Per Additional Foot	- / \$0.37
Diverse Riser - Per floor traversed	- / \$224.84
Equipment Bay - Per 7' Bay Installed (Ameritech provided/installed/pre-packaged)	\$41.17/ \$164.00
Equipment Bay - Per 7' Bay Installed (Requesting Carrier provided/installed)	\$26.33 / - ⁸
⁸ Rates indicated do not include cable	
Project Management Fee - Per Initial 7' Bay Installed on Initial or Subsequent Order	- / \$1,219.12
- Per Additional 7' Bay Installed on Initial or Subsequent Order	- / \$609.56

ELEMENTS	
- Per Initial Shelf Installed on Subsequent Order	- / \$914.34
- Per Additional Shelf Installed on Same Subsequent Order	- / \$548.61
- Per Bay Rearrangement and /or Miscellaneous Work	- / \$731.47
Power Consumption - Per Fuse AMP	\$5.73 / -
Power Delivery	
- Per 7' Bay Installed	- / \$751.63
200 Conductor Electrical Cross-Connection Block - Per 200 Conductor Electrical Cross-Connection Block	\$69.78 / -
Digital Cross-Connection Panel (DSX) - Per DSX-3 Termination (1 DS3 termination)	\$16.61/ -
- Per DSX-1 Panel (Up to 56 DS1 terminations)	\$52.04 / -
Optical Cross-Connection Panel (OCX) - Per OCX Panel Segment	\$6.25/ -
Digital Timing Source - Per Timing Circuit Required	\$2.79 / -
Thru-Connect	
Per DSX-1 to DSX-1	\$0.21 / \$2.92
Per OCX to OCX	\$1.60 / \$2.92
¹ The rates and charges in this appendix entitled "CLEC Virtual Collocation Embedded Base Rates and Charges" (Pricing Appendix) are CLEC-specific. In the event that these Agreement rates, terms and conditions are the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, the term "CLEC's Virtual Collocation Embedded Base" shall mean the Adopting CLEC's own Virtual Collocation Embedded Base and the nonrecurring and recurring rates associated with such Virtual Collocation Embedded Base shall be the nonrecurring and recurring rates associated with the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Virtual Collocation Embedded Base from or the nonrecurring and recurring rates previously agreed to by the Adopting CLEC and AMERITECH pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and AMERITECH; therefore, in such event, the rates and charges set forth on this Pricing Appendix will be modified to reflect the rates and charges associated with the Adopting CLEC's own Virtual Collocation Embedded Base as more specifically described hereinabove.	

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APPENDIX PRICING
AIT/ QuantumShift Communications, Inc. fka MVX.COM
CDOW Virtual Collocation Rates and Charges

		<u>Collocation Services</u>				
Michigan		VIRTUAL COLLOCATION				
		Rates and Charges				
				QUANTITY	RATE	RATE
				OF	MONTHLY	NON-
COST ELEMENT	UNIT	USOC		UNITS	RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>						
<u>REAL ESTATE</u>						
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62			\$36.70	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63			\$66.06	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66			\$36.70	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67			\$66.06	
<u>EQUIPMENT BAYS</u>						
Equipment Bay Standard	Per Standard Bay (CLEC Provides)					
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)					
<u>COMMON SYSTEMS</u>						
Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64			\$15.40	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65			\$27.73	
<u>POWER PROVISIONING</u>						
Power Engineering:						
ILEC-Vendor Engineering	Per Application	NRLJX				\$570.75
DC Power Engineering	Per Application	NRLFU				\$626.72
Power Panel:						
50 Amp	Per Power Panel (CLEC Provides)					
Power Cable and Infrastructure:						
Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68			\$0.76	
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	S8F69			\$0.53	
<u>POWER CONSUMPTION</u>						
DC Power Usage	Per Amp	S8F78			\$9.17	
<u>FIBER CABLE PLACEMENT</u>						
Fiber Cable Placement	Per Fiber Cable Sheath	S8F79			\$8.70	\$2,690.18
Entrance Conduit	Per Fiber Cable Sheath	S8F8G			\$14.35	
<u>SBC ACTIVITIES:</u>						
<u>ENGINEERING DESIGN</u>						
ICO Survey						
<u>PROJECT MANAGEMENT</u>						
INITIAL						
Application Processing	Per CLEC Application	NRL1U				\$427.96
Project Coordination	Per CLEC Application	NRL59				\$2,803.76
AUGMENT						
Application Processing	Per CLEC Application Augment	NRL56				\$318.87
Project Coordination	Per CLEC Application Augment	NRL5Z				\$1,307.48
<u>TIME SENSITIVE ACTIVITIES</u>						
<u>TRAINING</u>						
Communication Technician	Per 1/2 Hour	NRLJY				\$22.85
C O Manager (LFO)	Per 1/2 Hour	NRLMO				\$26.23
Power Engineer	Per 1/2 Hour	NRLNQ				\$36.36
Equipment Engineer	Per 1/2 Hour	NRLP6				\$36.36
<u>EQUIPMENT MAINTENANCE COST</u>						
Communication Technician (NOC)	Per 1/4 Hour	NRLVH				\$11.43
<u>EQUIPMENT EVALUATION COST</u>						
Equipment Engineer	Per 1/2 Hour	NRLP7				\$36.36
<u>CONSTRUCTION COORDINATION</u>						
Communication Technician	Per 1/2 Hour	NRLVD				\$22.85
<u>TEST & ACCEPTANCE</u>						
Communication Technician	Per 1/2 Hour	NRLVD				\$22.85
<u>INTERCONNECTION COSTS:</u>						
<u>ILEC TO CLEC CONNECTION</u>						
Route Design	Per Placement	NRLWF				\$1,043.60
Cable Installation	Per Arrangement					
Voice Grade Arrangement	100 Copper Pairs	S8F82			\$1.92	\$167.07
Includes Rack & Maintenance-Voice Grade	100 Copper Pairs					
Voice Grade Arrangement	100 Shielded Pairs	S8F83			\$1.92	\$167.07

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APPENDIX PRICING
AIT/ QuantumShift Communications, Inc. fka MVX.COM
CDOW Virtual Collocation Rates and Charges

		<u>Collocation Services</u>				
	Includes Rack & Maintenance-Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1	S8F8X		\$325.63	\$5,191.37
	Includes Rack & Maintenance - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1	S8F8Y		\$1.98	\$452.84
	Includes Rack & Maintenance - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3	S8F8Z		\$166.37	\$3,449.19
	Includes Rack & Maintenance - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3	S8F81		\$0.92	\$160.21
	Includes Rack & Maintenance - DS3 - DSX	1 DS3				
	4 Fiber Jumper	per Placement	S8F84		\$5.27	\$129.37
	Fiber Raceway per 4 Fiber Jumper	Per Placement				
<u>CLEC TO CLEC CONNECTION</u>						
	Route Design	Per Placement/Per Route	NRLWG			\$825.42
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F85		\$0.30	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F86		\$0.20	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87		\$1.28	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F88		\$0.60	
<u>MISCELLANEOUS COSTS</u>						
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W		\$0.04	\$14.52
	Bits Timing	Per two circuits	S8F7Z		\$1.88	\$684.90

Michigan
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Access Area C - Rural			\$ 10.40	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban			\$ 8.85	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro			\$ 8.12	Uses existing rate in underlying agreement, if none, use generic rate	

**SCHEDULE - UNE COMBINATIONS
(Michigan)**

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port

2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

EXHIBIT ICLEC SERVING AREA DESCRIPTION AND E9-1-1
INTERCONNECTION DETAILS

CLEC NAME & CONTACTS	CLEC "OCN"	CLEC Switch	Switch Type	CLEC NPA/NXX(s) included
E9-1-1 Coordinator				
			CLLI Code	
	CLEC Telco ID			
			"Connect Signal" Digits ⁽⁴⁾	
9-1-1 Database Manager	CLEC Service Area Definition:		1 - 1	
			ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				

SBC-SWBT & SBC-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 the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) 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 d/b/a SBC 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.
- 1.3 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC doing business in Missouri.
- 1.4 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-MO** and CLEC will negotiate prices.
- 1.5 The following defines the zones found in the Appendix Pricing:

<u>Rate Zone:</u>	<u>Description:</u>
Zone 1	The geographic area within each of the <u>SWBT-MO</u> exchanges which are classified as Rate group D exchanges in <u>SWBT-MO</u> 's Local Exchange Tariff; (St. Louis and Kansas City Exchanges)
Zone 2	The geographic area within each of the <u>SWBT-MO</u> exchanges which are classified as Rate group B exchanges in <u>SWBT-MO</u> 's Local Exchange Tariff
Zone 3	The geographic area within each of the <u>SWBT-MO</u> exchanges which are classified as Rate group A exchanges in <u>SWBT-MO</u> 's Local Exchange Tariff
Zone 4	The geographic area within each of the <u>SWBT-MO</u> exchanges which are classified as Rate group C exchanges in <u>SWBT-MO</u> 's Local Exchange Tariff; (Springfield Exchanges). Zone 4 rates will be billed as Zone 1 rates.

- 1.6 For modifications of **SWBT-MO**'s plant facilities see the BFR process to satisfy the CLEC request.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix UNE of this Agreement may be longer.

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. CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

- 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SWBT-MO** 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-MO** will round up to the next whole mile before determining the mileage and applying rates.
- 2.3 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "recurring charges".

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on a CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SWBT-MO** network, without any changes to **SWBT-MO**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **SWBT-MO** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. 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 CLEC will pay ULS-O and SS7 signaling for a call originating from a CLEC ULS line or trunk port that terminates to a **SWBT-MO** 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 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
 - 4.2.1.3 **SWBT-MO** 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 a CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over **SWBT-MO**'s common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing. CLEC 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-MO** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC 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 a CLEC ULS Port, CLEC 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 CLEC ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.

4.3.2.2 CLEC may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to CLEC 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-MO** unbundled local switching, CLEC may offer to deliver the calls to the PIC at the **SWBT-MO** access Tandem Office Switch, with CLEC 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 CLEC will pay **SWBT-MO** ULS-O usage, signaling, common transport, and Tandem Office Switching for such calls. **SWBT-MO** will not bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local End Users using **SWBT-MO** unbundled local switching.

4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by **SWBT-MO** to deliver interLATA toll calls or intraLATA toll calls (post Dialing Parity) that are originated by CLEC local End Users using **SWBT-MO** unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. **SWBT-MO** 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 a CLEC ULS Port, CLEC will pay ULS-T charges and **SWBT-MO** will not charge terminating access to CLEC or the IXC except that **SWBT-MO** may bill the IXC for terminating transport in cases where the IXC has chosen **SWBT-MO** as its transport provider.

4.3.3 Toll Free Calls

4.3.3.1 When CLEC uses ULS Ports to initiate an 800-type call, **SWBT-MO** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

SOUTHWESTERN BELL TELEPHONE COMPANY /

CLEC

MISSOURI

November 13, 2002

APPENDIX PRICING
SCHEDULE OF PRICES
EFFECTIVE DATE: XX/XX/XX

Line	Change/U pdates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1			UNBUNDLED NETWORK ELEMENTS					
2		Local Loops	** Disconnect Loop from inside wiring, per NIC	NRBND	None	\$ 71.45	\$ 35.70	
3			** 2-Wire Analog Zone 1 (Urban STL, KC)	U21	\$ 12.71	\$ 26.07	\$ 11.09	
4			** 2-Wire Analog Zone 2 (Suburban)	U21	\$ 20.71	\$ 26.07	\$ 11.09	
5			** 2-Wire Analog Zone 3 (Rural)	U21	\$ 33.29	\$ 26.07	\$ 11.09	
6			** 2-Wire Analog Zone 4 (Urban Springfield)	U21	\$ 18.23	\$ 26.07	\$ 11.09	
7			** Conditioning for dB loss from 8db to 5db	UL2	\$ 6.63	\$ 22.76	\$ 8.58	
8			** 4-Wire Analog Zone 1 (Urban STL, KC)	U4H	\$ 19.79	\$ 28.77	\$ 11.09	
9			** 4-Wire Analog Zone 2 (Suburban)	U4H	\$ 35.35	\$ 28.77	\$ 11.09	
10			** 4-Wire Analog Zone 3 (Rural)	U4H	\$ 61.16	\$ 28.77	\$ 11.09	
11			** 4-Wire Analog Zone 4 (Urban Springfield)	U4H	\$ 30.08	\$ 28.77	\$ 11.09	
12			** 2-Wire Digital Zone 1 (Urban STL, KC)	U2Q	\$ 25.79	\$ 57.77	\$ 30.22	
13			** 2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 42.10	\$ 57.77	\$ 30.22	
14			** 2-Wire Digital Zone 3 (Rural)	U2Q	\$ 58.44	\$ 57.77	\$ 30.22	
15			** 2-Wire Digital Zone 4 (Urban Springfield)	U2Q	\$ 41.44	\$ 57.77	\$ 30.22	
16			** 4-Wire Digital Zone 1 (Urban STL, KC)	U4D1X	\$ 101.18	\$ 136.63	\$ 53.94	
17			** 4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 106.06	\$ 136.63	\$ 53.94	
18			** 4-Wire Digital Zone 3 (Rural)	U4D1X	\$ 107.89	\$ 136.63	\$ 53.94	
19			** 4-Wire Digital Zone 4 (Urban Springfield)	U4D1X	\$ 101.39	\$ 136.63	\$ 53.94	
20			DS3 Loop Zone 1 (Urban STL, KS)	U4D3X	\$ 819.86	\$ 845.75	\$ 375.03	
21			DS3 Loop Zone 2 (Suburban)	U4D3X	\$ 1,122.13	\$ 845.75	\$ 375.03	
22			DS3 Loop Zone 3 (Rural)	U4D3X	\$ 1,176.81	\$ 845.75	\$ 375.03	
23			DS3 Loop Zone 4 (Urban Springfield)	U4D3X	\$ 1,127.98	\$ 845.75	\$ 375.03	
24			OC3/3c Loop Zone 1 (Urban STL, KS)	U6LTX	\$ 957.01	\$ 747.31	\$ 335.38	
25			OC3/3c Loop Zone 2 (Suburban)	U6LTX	\$ 937.69	\$ 747.31	\$ 335.38	
26			OC3/3c Loop Zone 3 (Rural)	U6LTX	\$ 893.42	\$ 747.31	\$ 335.38	
27			OC3/3c Loop Zone 4 (Urban Springfield)	U6LTX	\$ 957.01	\$ 747.31	\$ 335.38	
28			OC12/12c Loop Zone 1 (Urban STL, KS)	U6LUX	\$ 2,815.97	\$ 747.31	\$ 335.38	
29			OC12/12c Loop Zone 2 (Suburban)	U6LUX	\$ 2,900.16	\$ 747.31	\$ 335.38	
30			OC12/12c Loop Zone 3 (Rural)	U6LUX	\$ 2,957.73	\$ 747.31	\$ 335.38	
31			OC12/12c Loop Zone 4 (Urban Springfield)	U6LUX	\$ 2,815.97	\$ 747.31	\$ 335.38	
32			OC48/48c Loop Zone 1 (Urban STL, KS)	U6LVX	\$ 8,975.84	\$ 747.31	\$ 335.38	
33			OC48/48c Loop Zone 2 (Suburban)	U6LVX	\$ 10,052.83	\$ 747.31	\$ 335.38	
34			OC48/48c Loop Zone 3 (Rural)	U6LVX	\$ 10,826.43	\$ 747.31	\$ 335.38	
35			OC48/48c Loop Zone 4 (Urban Springfield)	U6LVX	\$ 8,975.84	\$ 747.31	\$ 335.38	
36		DSL Capable Loops						
37		2-Wire Digital Loop ISDN/IDSL	*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 1 (Urban STL, KS)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
38			*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 2 (Suburban)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
39			*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 3 (Rural)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
40			*PSD #1 - 2-Wire Digital Loop ISDN/IDSL - Zone 4 (Urban Springfield)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
41		2-Wire xDSL Loop	** *PSD #1 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLAX	\$ 12.71	\$ 26.07	\$ 11.09	
42			** *PSD #1 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLAX	\$ 20.71	\$ 26.07	\$ 11.09	
43			** *PSD #1 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLAX	\$ 33.29	\$ 26.07	\$ 11.09	
44			** *PSD #1 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLAX	\$ 18.23	\$ 26.07	\$ 11.09	
45			** *PSD #2 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLCX	\$ 12.71	\$ 26.07	\$ 11.09	
46			** *PSD #2 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLCX	\$ 20.71	\$ 26.07	\$ 11.09	
47			** *PSD #2 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLCX	\$ 33.29	\$ 26.07	\$ 11.09	
48			** *PSD #2 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLCX	\$ 18.23	\$ 26.07	\$ 11.09	
49			** *PSD #3 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLBX	\$ 12.71	\$ 26.07	\$ 11.09	
50			** *PSD #3 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLBX	\$ 20.71	\$ 26.07	\$ 11.09	
51			** *PSD #3 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLBX	\$ 33.29	\$ 26.07	\$ 11.09	
52			** *PSD #3 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLBX	\$ 18.23	\$ 26.07	\$ 11.09	
53			** *PSD #4 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLDX	\$ 12.71	\$ 26.07	\$ 11.09	
54			** *PSD #4 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLDX	\$ 20.71	\$ 26.07	\$ 11.09	
55			** *PSD #4 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLDX	\$ 33.29	\$ 26.07	\$ 11.09	

SOUTHWESTERN BELL TELEPHONE COMPANY /
CLEC
MISSOURI
November 13, 2002

APPENDIX PRICING
SCHEDULE OF PRICES
EFFECTIVE DATE: XX/XX/XX

Line	Change/U pdates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
56			** *PSD #4 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLDX	\$ 18.23	\$ 26.07	\$ 11.09	
57			** *PSD #5 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	U2F	\$ 12.71	\$ 26.07	\$ 11.09	
58			** *PSD #5 - 2-Wire xDSL Loop - Zone 2 (Suburban)	U2F	\$ 20.71	\$ 26.07	\$ 11.09	
59			** *PSD #5 - 2-Wire xDSL Loop - Zone 3 (Rural)	U2F	\$ 33.29	\$ 26.07	\$ 11.09	
60			** *PSD #5 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	U2F	\$ 18.23	\$ 26.07	\$ 11.09	
61			** *PSD #7 - 2-Wire xDSL Loop - Zone 1 (Urban STL, KS)	2SLFX	\$ 12.71	\$ 26.07	\$ 11.09	
62			** *PSD #7 - 2-Wire xDSL Loop - Zone 2 (Suburban)	2SLFX	\$ 20.71	\$ 26.07	\$ 11.09	
63			** *PSD #7 - 2-Wire xDSL Loop - Zone 3 (Rural)	2SLFX	\$ 33.29	\$ 26.07	\$ 11.09	
64			** *PSD #7 - 2-Wire xDSL Loop - Zone 4 (Urban Springfield)	2SLFX	\$ 18.23	\$ 26.07	\$ 11.09	
65		4-Wire xDSL Loop	** *PSD #3 - 4-Wire xDSL Loop - Zone 1 (Urban STL, KS)	4SL1X	\$ 19.79	\$ 28.77	\$ 11.09	
66			** *PSD #3 - 4-Wire xDSL Loop - Zone 2 (Suburban)	4SL1X	\$ 35.35	\$ 28.77	\$ 11.09	
67			** *PSD #3 - 4-Wire xDSL Loop - Zone 3 (Rural)	4SL1X	\$ 61.16	\$ 28.77	\$ 11.09	
68			** *PSD #3 - 4-Wire xDSL Loop - Zone 4 (Urban Springfield)	4SL1X	\$ 30.08	\$ 28.77	\$ 11.09	
69			* USOCS used for inventory purpose only					
70								
71		IDSL Capable Loops	IDSL Loop Zone 1 (Rural)	UY5FX	\$ 25.79	\$ 55.77	\$ 30.22	
72			IDSL Loop Zone 2 (Suburban)	UY5FX	\$ 42.10	\$ 55.77	\$ 30.22	
73			IDSL Loop Zone 3 (Urban)	UY5FX	\$ 58.44	\$ 55.77	\$ 30.22	
74			IDSL Loop Zone 4 (Urban Springfield)	UY5FX	\$ 41.44	\$ 55.77	\$ 30.22	
75								
76		HFPL Loop	*** HFPL Loop - Zone 1 (Urban STL, KS))	ULPPX	\$ 6.36	N/A	N/A	
77			*** HFPL Loop - Zone 2 (Suburban)	ULPPX	\$ 10.36	N/A	N/A	
78			*** HFPL Loop - Zone 3 (Rural)	ULPPX	\$ 16.65	N/A	N/A	
79			*** HFPL Loop - Zone 4 (Urban Springfield)	ULPPX	\$ 9.12	N/A	N/A	
80		Loop Qualification Process	Loop Qualification Process - Mechanized	NR98U	N/A	\$ 0.10	N/A	
81			Loop Qualification Process - Manual	NRBXU	N/A	\$ 84.15	N/A	
82			Loop Qualification Process - Detailed Manual	NR98Y	N/A	TBD	N/A	
83		DSL Conditioning Options	**** Removal of Repeaters	NRBXV	None	\$ 289.51	\$ 13.74	
84			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 358.31	\$ 17.14	
85			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 141.23	\$ 17.14	
86			**** Removal of Excessive Bridged Taps and Repeaters	NRBXH	None	\$ 727.20	\$ 48.09	
87			Incremental Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$ 626.25	\$ 32.62	
88			Incremental Additional Removal of Excessive Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 240.09	\$ 32.62	
89			**** Removal of Excessive Bridged Taps	NRBXW	None	\$ 484.19	\$ 24.24	
90			Incremental Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 299.64	\$ 15.47	
91			Incremental Additional Removal of Excessive Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 98.86	\$ 15.47	
92			**** Removal of Excessive Bridged Taps and Load Coils	NRBXF	None	\$ 727.20	\$ 53.96	
93			Incremental Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 609.70	\$ 23.11	
94			Incremental Additional Removal of Load Coil & Excessive Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 238.13	\$ 23.11	
95			**** Removal of Load Coils	NRBXZ	None	\$ 727.20	\$ 18.18	
96			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 329.12	\$ 7.30	
97			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 139.27	\$ 7.30	
98					None			
99		DSL Cross Connects	DSL Shielded Loop to Collocator	UXRRX	\$ 0.80	\$ 19.96	\$ 12.69	
100			2-Wire DSL Non-Shielded Cross Connect to Collocator	UCX92	\$ 0.31	\$ 19.96	\$ 12.69	

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101			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 0.31	\$ 19.96	\$ 12.69	
102			*** #HFPL Cross Connect - CLEC Owned Non-Integrated	UKCGE	\$ 0.82	\$ 89.20	\$ 66.27	
103			#HFPL Cross Connect - CLEC Owned-Integrated	UKCGD	\$ 0.82	\$ 89.20	\$ 66.27	
104			*** #HFPL Cross Connect - SBC Owned	UKCGX	\$ 0.82	\$ 106.22	\$ 77.80	
105			# The price assumes all Central Office cross-connects required to provision the HFPL product					
106		HFPL OSS Charge	*** HFPL OSS Charge - Per Line	UM3	\$ 0.61	N/A	N/A	
107		HFPL (LST)	Line & Station Transfer	under development	N/A	TBD	TBD	
108		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 2.10	\$ 136.40	\$ 112.75	
109			** 2-Wire Analog Loop to Collocation (without testing	UCXD2	\$ 0.31	\$ 19.96	\$ 12.69	
110			4-Wire Analog Loop to Collocation	UCXC4	\$ 4.20	\$ 142.25	\$ 118.60	
111			** 4-Wire Analog Loop to Collocation (without testing	UCXD4	\$ 0.63	\$ 25.38	\$ 17.73	
112			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 2.10	\$ 136.40	\$ 112.75	
113			** 2-Wire Digital Loop to Collocation (without testing	(UCXD2) under development	\$ 0.31	\$ 19.96	\$ 12.69	
114			4-Wire Digital Loop to Collocation	UDLY4	\$ 11.30	\$ 229.05	\$ 225.05	
115			DS3 C.O. Cross Connect to Collocation	UCXBX	\$ 29.11	\$ 153.36	\$ 109.14	
116			2-wire Analog Loop to Analog Line Port	UDLX2	\$ 0.00	\$ 4.17	\$ 3.29	
117			2-wire Analog Loop to Analog DID Trunk Port	under development	\$ 0.00	\$ 9.40	\$ 9.40	
118			2-wire Digital Loop to ISDN BRI Line Port	(UDLW2) under development	\$ 0.00	\$ 9.40	\$ 9.40	
119			4-wire Digital Loop to ISDN PRI Trunk Port	(UCXGX) under development	\$ 7.51	\$ 37.58	\$ 37.58	
120			4-wire Digital Loop to DS1 Trunk Port	under development	\$ 7.51	\$ 37.58	\$ 37.58	
121		Sub-loop Unbundling	MDF to ECS Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS	U6LAM	\$ 13.76	None	None	
122			MDF to ECS Subloop Charge 2-Wire Analog Zone 2 (Suburban	U6LAM	\$ 11.24	None	None	
123			MDF to ECS Subloop Charge 2-Wire Analog Zone 3 (Rural	U6LAM	\$ 12.29	None	None	
124			MDF to ECS Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield	U6LAM	\$ 10.83	None	None	
125			MDF to SAI/ Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS	U6LAN	\$ 10.10	None	None	
126			MDF to SAI/ Subloop Charge 2-Wire Analog Zone 2 (Suburban	U6LAN	\$ 9.47	None	None	
127			MDF to SAI/ Subloop Charge 2-Wire Analog Zone 3 (Rural	U6LAN	\$ 10.23	None	None	
128			MDF to SAI/ Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield	U6LAN	\$ 10.01	None	None	
129			MDF to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS)	U6LAO	\$ 14.29	None	None	
130			MDF to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban	U6LAO	\$ 18.85	None	None	
131			MDF to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural	U6LAO	\$ 22.85	None	None	
132			MDF to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAO	\$ 17.65	None	None	
133			ECS to SAI Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KS	U6LAP	\$ 1.82	None	None	
134			ECS to SAI Subloop Charge 2-Wire Analog Zone 2 (Suburban	U6LAP	\$ 1.28	None	None	
135			ECS to SAI Subloop Charge 2-Wire Analog Zone 3 (Rural	U6LAP	\$ 1.94	None	None	
136			ECS to SAI Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield	U6LAP	\$ 1.46	None	None	
137			ECS to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC)	U6LAQ	\$ 6.02	None	None	

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138			ECS to Terminal Subloop Charge 2-Wire Analog Zone 2 (Suburban	U6LAQ	\$ 10.66	None	None	
139			ECS to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural	U6LAQ	\$ 14.55	None	None	
140			ECS to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAQ	\$ 9.10	None	None	
141			ECS to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC	U6LAR	\$ 13.95	None	None	
142			ECS to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban	U6LAR	\$ 18.16	None	None	
143			ECS to NID Subloop Charge 2-Wire-Analog Zone 3 (Rural	U6LAR	\$ 21.93	None	None	
144			ECS to NID Subloop Charge 2-Wire-Analog Zone 4 (Urban Springfield	U6LAR	\$ 16.61	None	None	
145			SAI to Terminal Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC	U6LAS	\$ 4.73	None	None	
146			SAI to Terminal Subloop Charge 2-WireAnalog Zone 2 (Suburban	U6LAS	\$ 9.86	None	None	
147			SAI to Terminal Subloop Charge 2-Wire Analog Zone 3 (Rural	U6LAS	\$ 13.19	None	None	
148			SAI to Terminal Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAS	\$ 8.14	None	None	
149			SAI to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC	U6LAT	\$ 12.66	None	None	
150			SAI to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban	U6LAT	\$ 17.36	None	None	
151			SAI to NID Subloop Charge 2-Wire Analog Zone 3 (Rural	U6LAT	\$ 20.57	None	None	
152			SAI to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield	U6LAT	\$ 15.66	None	None	
153			Terminal to NID Subloop Charge 2-Wire Analog Zone 1 (Urban STL, KC	U6LAU	\$ 8.07	None	None	
154			Terminal to NID Subloop Charge 2-Wire Analog Zone 2 (Suburban	U6LAU	\$ 7.64	None	None	
155			Terminal to NID Subloop Charge 2-Wire Analog Zone 3 (Rural	U6LAU	\$ 7.51	None	None	
156			Terminal to NID Subloop Charge 2-Wire Analog Zone 4 (Urban Springfield)	U6LAU	\$ 7.65	None	None	
157			MDF to ECS Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC	U6LEM	\$ 33.74	None	None	
158			MDF to ECS Subloop Charge 4-Wire Analog Zone 2 (Suburban	U6LEM	\$ 31.05	None	None	
159			MDF to ECS Subloop Charge 4-Wire Analog Zone 3 (Rural	U6LEM	\$ 32.37	None	None	
160			MDF to ECS Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield	U6LEM	\$ 30.53	None	None	
161			MDF to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC	U6LEN	\$ 23.17	None	None	
162			MDF to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban	U6LEN	\$ 24.12	None	None	
163			MDF to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural	U6LEN	\$ 24.68	None	None	
164			MDF to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield	U6LEN	\$ 26.10	None	None	
165			MDF to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEO	\$ 31.56	None	None	
166			MDF to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban	U6LEO	\$ 42.69	None	None	
167			MDF to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural	U6LEO	\$ 49.82	None	None	
168			MDF to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEO	\$ 41.19	None	None	
169			ECS to SAI Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC	U6LEP	\$ 3.64	None	None	
170			ECS to SAI Subloop Charge 4-Wire Analog Zone 2 (Suburban	U6LEP	\$ 2.56	None	None	
171			ECS to SAI Subloop Charge 4-Wire Analog Zone 3 (Rural	U6LEP	\$ 3.87	None	None	
172			ECS to SAI Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield	U6LEP	\$ 2.92	None	None	
173			ECS to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEQ	\$ 12.04	None	None	
174			ECS to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban	U6LEQ	\$ 21.32	None	None	
175			ECS to Terminal Subloop Charge 4-WireAnalog Zone 3 (Rural	U6LEQ	\$ 29.10	None	None	

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176			ECS to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEQ	\$ 18.20	None	None	
177			ECS to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LER	\$ 24.88	None	None	
178			ECS to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LER	\$ 34.17	None	None	
179			ECS to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LER	\$ 41.95	None	None	
180			ECS to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LER	\$ 31.04	None	None	
181			SAI to Terminal Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LES	\$ 9.46	None	None	
182			SAI to Terminal Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LES	\$ 19.72	None	None	
183			SAI to Terminal Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LES	\$ 26.39	None	None	
184			SAI to Terminal Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LES	\$ 16.29	None	None	
185			SAI to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LET	\$ 22.30	None	None	
186			SAI to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LET	\$ 32.57	None	None	
187			SAI to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LET	\$ 39.24	None	None	
188			SAI to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LET	\$ 29.14	None	None	
189			Terminal to NID Subloop Charge 4-Wire Analog Zone 1 (Urban STL, KC)	U6LEU	\$ 13.13	None	None	
190			Terminal to NID Subloop Charge 4-Wire Analog Zone 2 (Suburban)	U6LEU	\$ 13.13	None	None	
191			Terminal to NID Subloop Charge 4-Wire Analog Zone 3 (Rural)	U6LEU	\$ 13.13	None	None	
192			Terminal to NID Subloop Charge 4-Wire Analog Zone 4 (Urban Springfield)	U6LEU	\$ 13.13	None	None	
193			MDF to ECS subloop charge 2-Wire DSL Zone 1 (STL, KC)	U6LCM	\$ 7.64	None	None	
194			MDF to ECS subloop charge 2-Wire DSL Zone 2 (Suburban)	U6LCM	\$ 12.02	None	None	
195			MDF to ECS subloop charge 2-Wire DSL Zone 3 (Rural)	U6LCM	\$ 12.78	None	None	
196			MDF to ECS subloop charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCM	\$ 13.60	None	None	
197			MDF to SAI Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCN	\$ 8.27	None	None	
198			MDF to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCN	\$ 12.63	None	None	
199			MDF to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCN	\$ 13.45	None	None	
200			MDF to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCN	\$ 14.21	None	None	
201			MDF to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCO	\$ 12.47	None	None	
202			MDF to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCO	\$ 22.01	None	None	
203			MDF to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCO	\$ 26.07	None	None	
204			MDF to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCO	\$ 21.85	None	None	
205			ECS to SAI Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCP	\$ 1.78	None	None	
206			ECS to SAI Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCP	\$ 1.28	None	None	
207			ECS to SAI Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCP	\$ 1.89	None	None	
208			ECS to SAI Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCP	\$ 1.43	None	None	
209			ECS to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCQ	\$ 5.97	None	None	
210			ECS to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCQ	\$ 10.66	None	None	
211			ECS to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCQ	\$ 14.51	None	None	
212			ECS to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCQ	\$ 9.07	None	None	
213			ECS to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCR	\$ 13.91	None	None	
214			ECS to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban)	U6LCR	\$ 18.16	None	None	
215			ECS to NID Subloop Charge 2-Wire DSL Zone 3 (Rural)	U6LCR	\$ 21.88	None	None	
216			ECS to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield)	U6LCR	\$ 16.58	None	None	
217			SAI to Terminal Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCS	\$ 4.68	None	None	

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218			SAI to Terminal Subloop Charge 2-Wire DSL Zone 2 (Suburban	U6LCS	\$ 9.86	None	None	
219			SAI to Terminal Subloop Charge 2-Wire DSL Zone 3 (Rural	U6LCS	\$ 13.15	None	None	
220			SAI to Terminal Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield	U6LCS	\$ 8.12	None	None	
221			SAI to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCT	\$ 12.62	None	None	
222			SAI to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban	U6LCT	\$ 17.35	None	None	
223			SAI to NID Subloop Charge 2-Wire DSL Zone 3 (Rural	U6LCT	\$ 20.53	None	None	
224			SAI to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield	U6LCT	\$ 15.63	None	None	
225			Terminal to NID Subloop Charge 2-Wire DSL Zone 1 (Urban STL, KC)	U6LCU	\$ 8.07	None	None	
226			Terminal to NID Subloop Charge 2-Wire DSL Zone 2 (Suburban	U6LCU	\$ 7.64	None	None	
227			Terminal to NID Subloop Charge 2-Wire DSL Zone 3 (Rural	U6LCU	\$ 7.51	None	None	
228			Terminal to NID Subloop Charge 2-Wire DSL Zone 4 (Urban Springfield	U6LCU	\$ 7.65	None	None	
229			MDF to ECS subloop charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGM	\$ 15.27	None	None	
230			MDF to ECS subloop charge 4-Wire DSL Zone 2 (Suburban)	U6LGM	\$ 24.05	None	None	
231			MDF to ECS subloop charge 4-Wire DSL Zone 3 (Rural)	U6LGM	\$ 25.56	None	None	
232			MDF to ECS subloop charge 4-Wire DSL Zone 4 (Urban Springfield)	U6LGM	\$ 27.19	None	None	
233			MDF to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGN	\$ 16.54	None	None	
234			MDF to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban	U6LGN	\$ 25.27	None	None	
235			MDF to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGN	\$ 26.91	None	None	
236			MDF to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield	U6LGN	\$ 28.43	None	None	
237			MDF to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGO	\$ 24.93	None	None	
238			MDF to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban	U6LGO	\$ 44.03	None	None	
239			MDF to Terminal Subloop Charge 4 Wire DSL Zone 3 (Rural	U6LGO	\$ 52.14	None	None	
240			MDF to Terminal Subloop Charge 4 Wire DSL Zone 4 (Urban Springfield	U6LGO	\$ 43.71	None	None	
241			ECS to SAI Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGP	\$ 3.55	None	None	
242			ECS to SAI Subloop Charge 4-Wire DSL Zone 2 (Suburban	U6LGP	\$ 2.56	None	None	
243			ECS to SAI Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGP	\$ 3.79	None	None	
244			ECS to SAI Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield	U6LGP	\$ 2.87	None	None	
245			ECS to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGQ	\$ 11.95	None	None	
246			ECS to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban	U6LGQ	\$ 21.31	None	None	
247			ECS to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGQ	\$ 29.02	None	None	
248			ECS to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield	U6LGQ	\$ 18.14	None	None	
249			ECS to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGR	\$ 24.79	None	None	
250			ECS to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban	U6LGR	\$ 34.16	None	None	
251			ECS to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGR	\$ 41.87	None	None	
252			ECS to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield	U6LGR	\$ 30.99	None	None	
253			SAI to Terminal Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGS	\$ 9.37	None	None	
254			SAI to Terminal Subloop Charge 4-Wire DSL Zone 2 (Suburban	U6LGS	\$ 19.71	None	None	
255			SAI to Terminal Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGS	\$ 26.31	None	None	
256			SAI to Terminal Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield	U6LGS	\$ 16.24	None	None	
257			SAI to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGT	\$ 22.21	None	None	
258			SAI to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban	U6LGT	\$ 32.56	None	None	
259			SAI to NID Subloop Charge 4-Wire DSL Zone 3 (Rural)	U6LGT	\$ 39.15	None	None	
260			SAI to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield	U6LGT	\$ 29.09	None	None	
261			Terminal to NID Subloop Charge 4-Wire DSL Zone 1 (Urban STL, KC)	U6LGU	\$ 13.13	None	None	
262			Terminal to NID Subloop Charge 4-Wire DSL Zone 2 (Suburban	U6LGU	\$ 13.13	None	None	
263			Terminal to NID Subloop Charge 4-Wire DSL Zone 3 (Rural	U6LGU	\$ 13.13	None	None	

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264			Terminal to NID Subloop Charge 4-Wire DSL Zone 4 (Urban Springfield	U6LGU	\$ 13.13	None	None	
265			MDF to ECS Subloop Charge 2-Wire ISDN Zone 1 (Urban STL, KC)	U6LBM	\$ 29.08	None	None	
266			MDF to ECS Subloop Charge 2-Wire ISDN Zone 2 (Suburban	U6LBM	\$ 25.19	None	None	
267			MDF to ECS Subloop Charge 2-Wire ISDN Zone 3 (Rural	U6LBM	\$ 27.11	None	None	
268			MDF to ECS Subloop Charge 2-Wire ISDN Zone 4 (Urban Springfield	U6LBM	\$ 24.39	None	None	
269			MDF to SAI subloop charge 2-Wire ISDN Zone 1 (Urban STL, KC)	U6LBN	\$ 17.42	None	None	
270			MDF to SAI subloop charge 2-Wire ISDN Zone 2 (Suburban	U6LBN	\$ 17.90	None	None	
271			MDF to SAI subloop charge 2-Wire ISDN Zone 3 (Rural)	U6LBN	\$ 18.24	None	None	
272			MDF to SAI subloop charge 2-Wire ISDN Zone 4 (Urban Springfield	U6LBN	\$ 19.31	None	None	
273			MDF to Terminal subloop charge 2-Wire ISDN Zone 1 (Urban STL, KC)	U6LBO	\$ 21.62	None	None	
274			MDF to Terminal subloop charge 2-Wire ISDN Zone 2 (Suburban	U6LBO	\$ 27.28	None	None	
275			MDF to Terminal subloop charge 2-Wire ISDN Zone 3 (Rural)	U6LBO	\$ 30.86	None	None	
276			MDF to Terminal subloop charge 2-Wire ISDN Zone 4 (Urban Springfield)	U6LBO	\$ 26.95	None	None	
277			MDF to RT Subloop Charge 2-Wire DS1 Zone 1 (Urban STL, KC)	U6L1M	\$ 108.41	None	None	
278			MDF to RT Subloop Charge 2-Wire DS1 Zone 2 (Suburban	U6L1M	\$ 111.22	None	None	
279			MDF to RT Subloop Charge 2-Wire DS1 Zone 3 (Rural)	U6L1M	\$ 115.31	None	None	
280			MDF to RT Subloop Charge 2-Wire DS1 Zone 4 (Urban Springfield	U6L1M	\$ 108.71	None	None	
281			MDF to RT Subloop Charge-DS3 Zone 1 (Urban STL, KC)	U6L3M	\$ 742.14	None	None	
282			MDF to RT Subloop Charge-DS3 Zone 2 (Suburban	U6L3M	\$ 986.90	None	None	
283			MDF to RT Subloop Charge-DS3 Zone 3 (Rural)	U6L3M	\$ 1,090.86	None	None	
284			MDF to RT Subloop Charge-DS3 Zone 4 (Urban Springfield	U6L3M	\$ 805.08	None	None	
285		Subloop Cross Connects	Subloop Cross Connect 2-Wire Analog Central Office Originating	UKCU2	None	\$ 324.78	\$ 124.32	
286			Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	UKCV2	None	\$ 425.24	\$ 161.25	
287			Subloop Cross Connect 4-Wire Analog Central Office Originating	UKCU4	None	\$ 326.26	\$ 125.80	
288			Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	UKCV4	None	\$ 426.72	\$ 162.73	
289			Subloop Cross Connect 2-Wire DSL Central Office Originating	UKCY2	None	\$ 324.78	\$ 124.32	
290			Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	UKCZ2	None	\$ 425.24	\$ 161.25	
291			Subloop Cross Connect 4-Wire DSL Central Office Originatec	UKCY4	None	\$ 326.26	\$ 125.80	
292			Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	UKCZ4	None	\$ 426.72	\$ 162.73	
293			Subloop Cross Connect 2-Wire Digital (ISDN) Central Office Originating	UKC12	None	\$ 367.17	\$ 138.91	
294			Subloop Cross Connect DS1 Central Office Originating	UKC3X	None	\$ 641.81	\$ 262.67	
295			Subloop Cross Connect DS3 Central Office Originating	UKC5X	None	\$ 1,164.60	\$ 568.19	
296		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	UXRA1	\$ 1.15	\$ 88.25	\$ 72.50	
297			2-wire Analog Loop to POA - Method 2	UXRA2	\$ 1.20	\$ 88.25	\$ 72.50	
298			2-wire Analog Loop to POA - Method 3	UXRA3	\$ 1.20	\$ 88.25	\$ 72.50	
299			4-wire Analog Loop to POA - Method 1	UXRB1	\$ 1.55	\$ 102.60	\$ 88.00	
300			4-wire Analog Loop to POA - Method 2	UXRB2	\$ 1.60	\$ 102.60	\$ 88.00	
301			4-wire Analog Loop to POA - Method 3	UXRB3	\$ 1.60	\$ 102.60	\$ 88.00	
302			2-wire Digital Loop to POA - Method 1	UXRC1	\$ 1.15	\$ 88.25	\$ 72.50	
303			2-wire Digital Loop to POA - Method 2	UXRC2	\$ 1.20	\$ 88.25	\$ 72.50	
304			2-wire Digital Loop to POA - Method 3	UXRC3	\$ 1.20	\$ 88.25	\$ 72.50	
305			4-wire Digital Loop to POA - Method 1	UXRD1	\$ 1.55	\$ 147.90	\$ 101.15	
306			4-wire Digital Loop to POA - Method 2	UXRD2	\$ 1.60	\$ 147.90	\$ 101.15	
307			4-wire Digital Loop to POA - Method 3	UXRD3	\$ 1.60	\$ 147.90	\$ 101.15	
308			Analog Line Port to POA - Method 1	UXRE1	\$ 1.15	\$ 65.85	\$ 55.85	
309			Analog Line Port to POA - Method 2	UXRE2	\$ 1.20	\$ 65.85	\$ 55.85	
310			Analog Line Port to POA - Method 3	UXRE3	\$ 1.20	\$ 65.85	\$ 55.85	
311			ISDN BRI Line Port to POA - Method 1	UXRL1	\$ 1.55	\$ 75.30	\$ 66.20	
312			ISDN BRI Line Port to POA - Method 2	UXRL2	\$ 1.60	\$ 75.30	\$ 66.20	

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313			ISDN BRI Line Port to POA - Method 3	UXRL3	\$ 1.60	\$ 75.30	\$ 66.20	
314			ISDN PRI Trunk Port to POA - Method 1	UXRM1	\$ 1.55	\$ 124.35	\$ 115.30	
315			ISDN PRI Trunk Port to POA - Method 2	UXRM2	\$ 1.60	\$ 124.35	\$ 115.30	
316			ISDN PRI Trunk Port to POA - Method 3	UXRM3	\$ 1.60	\$ 124.35	\$ 115.30	
317			Analog DID Trunk Port to POA - Method 1	UXRH1	TBD	TBD	TBD	
318			Analog DID Trunk Port to POA - Method 2	UXRH2	TBD	TBD	TBD	
319			Analog DID Trunk Port to POA - Method 3	UXRH3	TBD	TBD	TBD	
320			DS1 Trunk Port to POA - Method 1	UXRK1	TBD	TBD	TBD	
321			DS1 Trunk Port to POA - Method 2	UXRK2	TBD	TBD	TBD	
322			DS1 Trunk Port to POA - Method 3	UXRK3	TBD	TBD	TBD	
323			Unbundled Dedicated Transport to POA: DS1 - Method 1	UXRQ1	\$ 12.30	N/A	N/A	
324			Unbundled Dedicated Transport to POA: DS1 - Method 2	UXRQ2	\$ 12.35	N/A	N/A	
325			Unbundled Dedicated Transport to POA: DS1 - Method 3	UXRQ3	\$ 12.35	N/A	N/A	
326			Unbundled Dedicated Transport to POA: DS3 - Method 1	under development	ICB	ICB	ICB	
327			Unbundled Dedicated Transport to POA: DS3 - Method 2	under development	ICB	ICB	ICB	
328			Unbundled Dedicated Transport to POA: DS3 - Method 3	under development	ICB	ICB	ICB	
329			Unbundled Dedicated Transport to POA: OC3 - Method 1	under development	ICB	ICB	ICB	
330			Unbundled Dedicated Transport to POA: OC3 - Method 2	under development	ICB	ICB	ICB	
331			Unbundled Dedicated Transport to POA: OC3 - Method 3	under development	ICB	ICB	ICB	
332			Unbundled Dedicated Transport to POA: OC12 - Method 1	under development	ICB	ICB	ICB	
333			Unbundled Dedicated Transport to POA: OC12 - Method 2	under development	ICB	ICB	ICB	
334			Unbundled Dedicated Transport to POA: OC12 - Method 3	under development	ICB	ICB	ICB	
335			Unbundled Dedicated Transport to POA: OC48 - Method 1	under development	ICB	ICB	ICB	
336			Unbundled Dedicated Transport to POA: OC48 - Method 2	under development	ICB	ICB	ICB	
337			Unbundled Dedicated Transport to POA: OC48 - Method 3	under development	ICB	ICB	ICB	
338		Local Switching	Local Switching-Per Originating or Terminating MOU Zone 1 (Urban STL KS)	ZZULS	\$ 0.001988	None	None	
339			Local Switching-Per Originating or Terminating MOU Zone 2 (Suburban)	ZZULS	\$ 0.002391	None	None	
340			Local Switching-Per Originating or Terminating MOU Zone 3 (Rural)	ZZULS	\$ 0.003444	None	None	
341			Local Switching-Per Originating or Terminating MOU Zone 4 (Urban Springfield) E251	ZZULS	\$ 0.002934	None	None	
342			Local Switching-SS7 Signaling per cal	ZZUU7	\$ 0.0005590	None	None	
343		Customized Routing Resale AIN	Per customer line	Not Applicable	\$ 0.10	None	None	
344			Per end office (unless previously charged under UNE)	Not Applicable	None	\$ 85.00	\$85.00	
345			SOAC Table Work (unless previously charged under UNE)	Not Applicable	None	\$ 6,201.00	\$6,201.00	
346			Development 1st LSP	Not Applicable	None	\$ 390,645.00	None	
347			Development Subsq LSP	Not Applicable	None	ICB	None	
348		Customized Routing UNE AIN	Per query per customer line	ZZURO	\$ 0.0002333	None	None	
349			SOAC Work Table (if not previously charged under resale)	Not Applicable	None	\$ 7,160.30	\$7,160.30	
350			SOAC Work Table (if previously charged under resale)	Not Applicable	None	\$ 959.30	\$959.30	
351			Per end office (if not previously charged under resale)	Not Applicable	None	\$ 98.10	\$98.10	
352			Per end office (if previously charged under resale)	Not Applicable	None	\$ 13.10	\$13.10	
353			Per Centrex-like Customer	Not Applicable	None	\$ 123.60	\$123.60	

UNE AECN:
RESALE AECN:
ACNA:

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354			Development 1st LSP	Not Applicable	None	\$273,916.32	None	
355			Development Subsq LSP	Not Applicable	None	ICB	None	
356		Switch Ports	Analog Line Port	UYP	\$ 3.35	\$ 95.50	\$ 85.50	
357			ISDN BRI Line Port - Zone	U1P	\$ 6.65	\$ 15.50	\$ 8.45	
358			ISDN PRI Line Port - Zone 1	UJP	\$ 198.75	\$ 513.75	\$ 235.95	
359			Analog DID Trunk Port	U5P	\$ 23.85	\$ 163.85	\$ 163.85	
360			DS1 Trunk Port	U9Z	\$ 255.55	\$ 388.00	\$ 286.75	
361		Switch Port Cross Connects	Analog Line Port to Collocation	under development	TBD	TBD	TBD	
362			Analog DID Trunk Port to Collocation	under development	TBD	TBD	TBD	
363			ISDN BRI Line Port to Collocation	under development	TBD	TBD	TBD	
364			ISDN PRI Trunk Port to Collocation	under development	TBD	TBD	TBD	
365			DS1 Trunk Port to Collocation	(UCXD2) under development	TBD	TBD	TBD	
366		Feature Activation per Analog Line Port Type	Call Waiting	ESX	None	\$ 2.65	None	
367			Call Waiting ID	NWT	None	\$ 2.65	None	
368			Call Waiting ID Options (for end user Type 2.5 CPE)	NWL	None	\$ 2.65	None	
369			Call Forwarding Variable	ESM	None	\$ 2.65	None	
370			Call Forwarding Busy Line	EVb	None	\$ 2.65	None	
371			Call Forwarding Don't Answer	EVD	None	\$ 2.65	None	
372			Call Forwarding Busy Line Don't Answer	ESE	None	\$ 2.65	None	
373			Call Transfer Disconnect	FG3	None	\$ 2.65	None	
374			Simultaneous Call Forwarding	ESD	None	\$ 2.65	None	
375			Remote Access to Call Forwarding	RC3	None	\$ 2.65	None	
376			Three-Way Calling	ESC	None	\$ 2.65	None	
377			Speed Calling 8	ESL	None	\$ 2.65	None	
378			Speed Calling 30	ESF	None	\$ 2.65	None	
379			Auto Callback/Auto Redial	NSQ	None	\$ 2.65	None	
380			Distinctive Ring/Priority Call	NSK	None	\$ 2.65	None	
381			Selective Call Rejection/Call Blocker	NSY	None	\$ 2.65	None	
382			Auto Recall/Call Return	NSS	None	\$ 2.65	None	
383			Selective Call Forwarding	NCE	None	\$ 2.65	None	
384			Calling # Delivery	NSD	None	\$ 2.65	None	
385			CNAM Delivery	NMP	None	\$ 2.65	None	
386			Calling Number/Name Delivery Blocking/Per Ln Block	NBJ	None	\$ 2.65	None	
387			Calling Number/Name Blocking	NSG	None	\$ 2.65	None	
388			Anonymous Call Rejection	AYK	None	\$ 2.65	None	
389			Customer Alerting Enablement	AWS	None	\$ 2.65	None	
390			Toll Restriction	DH2	None	\$ 2.65	None	
391			International Direct Dialing Blocking	NR4BK	None	\$ 2.65	None	
392		Analog Line Port Features/per arrangement	Personalized Ring	DRS	None	\$ 6.35	None	
393			Personalized Ring - DN1	DRS1X	None	\$ 6.35	None	
394			Personalized Ring - DN2	DRS2X	None	\$ 6.35	None	
395			Hunting Arrangement	NR931	None	\$ 32.95	None	
396		Analog Line Port Features Activation per successful occurrence	Call Trace (per feature per port)	NST	None	\$ 2.65	None	
397			Call Trace (per successful occurrence per port)	ZZUCL	\$ 6.70	None	None	
398			Usage sensitive Call Return (per feature per port)	NV9	None	\$ 2.65	None	
399			Usage sensitive Call Return (per occurrence)	ZZURE	\$ 0.05	None	None	

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400			Usage sensitive Auto ReDial (per feature per port)	NV8	None	\$ 2.65	None	
401			Usage sensitive Auto ReDial (per occurrence)	ZZUAR	\$ 0.05	None	None	
402			Usage sensitive Three Way Calling (per feature per port)	3UY	None	\$ 2.65	None	
403			Usage sensitive Three Way Calling (per occurrence)	ZZU3W	\$ 0.05	None	None	
404		ISDN BRI Basic/BRI Centrex-like & PRI Trunk Side	CSV/CSD per B channel	STHXX	None	\$ 19.65	None	
405			Additional Call Offering for CSV per B Channel	NCO	None	\$ 6.15	None	
406			Call Forwarding Don't Answer per B Channel	NQ6	None	\$ 6.15	None	
407			Call Forwarding Variable per B Channel	NVF	None	\$ 6.15	None	
408			Three-way Conference Calling per B Channel	NZ3	None	\$ 6.15	None	
409		ISDN BRI Port Features Package	Basic EKTS per B Channel	FPG1X	None	\$ 19.65		
410			CACH EKTS per B Channel	EFV1X	None	\$ 23.95	None	
411		ISDN BRI Basic Individual Port Features	Call Forwarding Interface Busy	NQ5	None	\$ 6.15	None	
412			Calling Number Delivery	ZCN	None	\$ 6.15	None	
413			Hunt Group for CSD	HTKPG	None	\$ 6.15	None	
414			Hunt Group for CSV	GXH	None	\$ 6.15	None	
415			Message Waiting Indicator	NZW	None	\$ 6.15	None	
416			Secondary Only Telephone Number	DO6	None	\$ 6.15	None	
417		ISDN PRI Trunk Side Features	Backup D Channel	ZPBXD	None	\$ 63.80	None	
418			Calling Number Delivery	NXN	None	\$ 2.65	None	
419			Dynamic Channel Allocator	CCZ	None	\$ 12.85	None	
420		Analog Trunk Port DS1 Digital DID Trunk Port DIDTrunk Port Features	DID #s - Initial 100 #s	ND8	None	\$ 170.45	None	
421			DID #s - Addtl. 100 #s	ND9	None	\$ 25.05	None	
422			DID #s - Initial 10 #s	NDZ	None	\$ 154.20	None	
423			DID #s - Addtl. 10 #s	NDA	None	\$ 8.80	None	
424		Centrex-like System Charges	System Establishment per serving office - Analog Only	SEPUX	None	\$ 803.35	\$ 803.35	
425			System Establishment per serving office - Analog/ISDN BRI Mix	SEPUY	None	\$ 803.35	\$ 803.35	
426			System Establishment per serving office - ISDN BRI Only	SEPUU	None	\$ 391.05	\$ 391.05	
427			System Subsequent Change per service office - Analog/ ISDN BRI mixed sys or BRI only Sys & Add ISDN to existing Analog only system	NR93X	None	\$ 284.95	\$ 284.95	
428			System Subsequent Conversion per serving office - Add Analog to existing ISDN BRI only system	NR93W	None	\$ 586.30	\$ 586.30	
429		Analog Line Port & BRI Line Port Centrex -Like Features	Auto Callback Calling/Business Group Callback	RGE	None	\$ 6.15	None	
430			Call Forwarding Busy Line	GCE	None	\$ 6.15	None	
431			Call Hold	6AB	None	\$ 6.15	None	
432			Call Pickup	E3P	None	\$ 6.15	None	
433			Call Transfer - All Calls	TF1PS	None	\$ 6.15	None	
434			Class of Service Restr. - Fully	ERSFC	None	\$ 6.15	None	
435			Class of Service Restr. - Semi	RQW	None	\$ 6.15	None	
436			Class of Service Restr. - Toll	ERSPA	None	\$ 6.15	None	
437			Consult. Hold	EBE	None	\$ 6.15	None	
438			Dial Call Waiting	WDK	None	\$ 6.15	None	
439			Directed Call Pickup - Non Barge in	69D	None	\$ 6.15	None	
440			Directed Call Pickup - With Barge in	6MD	None	\$ 6.15	None	

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441			Distinctive Ring and Call Waiting Tone	DRJ	None	\$ 6.15	None	
442			Hunting Arrgmt - Basic	HRK	None	\$ 6.15	None	
443			Hunting Arrgmt - Circular	HCK	None	\$ 6.15	None	
444		Analog Line Port Centrex-Like Features	Standard feature initialization per analog por	NR935	None	\$ 5.40	None	
445			Call Forwarding Variable/ Business Group Call Forwarding Variabl	HWJ	None	\$ 6.15	None	
446			Call Forwarding Don't Answer	69H	None	\$ 6.15	None	
447			Call Waiting - Intragroup/ Business Group Call Forwarding Variable	NGW	None	\$ 6.15	None	
448			Call Waiting - Orig.	6SZ	None	\$ 6.15	None	
449			Call Waiting - Term.	HUH	None	\$ 6.15	None	
450			Speed Calling Persona	E18	None	\$ 6.15	None	
451			Three Way Calling	ESCPS	None	\$ 6.15	None	
452			Voice/Data Protection	D7N	None	\$ 6.15	None	
453		BRI Line Port Centrex-Like Features	Standard feature initialization per ISDN BRI Por	NR936	None	\$ 5.40	None	
454			Speed Calling Persona	NXG	None	\$ 6.15	None	
455		Tandem Switching	Tandem Switching Per Minute Of Use	ZZUTA	\$ 0.001510	None	None	
456		Blended Transport	Blended Transport Zone 1 (Urban STL,KC)	ZZUBT	\$ 0.000657	None	None	
457			Blended Transport Zone 2 (Suburban)	ZZUBT	\$ 0.000787	None	None	
458			Blended Transport Zone 3 (Rural)	ZZUBT	\$ 0.000860	None	None	
459			Blended Transport Zone 4 (Urban Springfield)	ZZUBT	\$ 0.000622	None	None	
460			Blended Transport Interzone	ZZUBT	\$ 0.000806	None	None	
461		Common Transport	Common TransportTermination Per Minute of Use Zone 1 (Urban STL,KC)	ZZUCT	\$ 0.000190	None	None	
462			Common TransportTermination Per Minute of Use Zone 2 (Suburban	ZZUCT	\$ 0.000285	None	None	
463			Common TransportTermination Per Minute of Use Zone 3 (Rural	ZZUCT	\$ 0.000302	None	None	
464			Common TransportTermination Per Minute of Use Zone 4 (Urban Springfield)	ZZUCT	\$ 0.000162	None	None	
465			Common TransportTermination Per Minute of Use Interzone	ZZUCT	\$ 0.000332	None	None	
466			Common Transport Facility Per Minute, Per Mile Zone 1 (Urban STL,KC	ZZUCT	\$ 0.000002	None	None	
467			Common TransportFacility Per Minute, Per Mile Zone 2 (Suburban	ZZUCT	\$ 0.000007	None	None	
468			Common Transport Facility Per Minute, Per Mile Zone 3 (Rural	ZZUCT	\$ 0.000015	None	None	
469			Common Transport Facility Per Minute, Per Mile Zone 4 (Urban Springfield)	ZZUCT	\$ 0.000001	None	None	
470			Common Transport Facility Per Minute, Per Mile Interzone	ZZUCT	\$ 0.000003	None	None	
471		Unbundled Dedicated Transport (UDT)	UDT-DS1 Entrance Facilities - Zone 1 (Urban STL,KC)	UENHX	\$ 135.20	\$ 324.50	\$ 128.10	
472			UDT-DS1 Entrance Facilities - Zone 2 (Suburban)	UENHX	\$ 152.15	\$ 324.50	\$ 128.10	
473			UDT-DS1 Entrance Facilities - Zone 3 (Rural)	UENHX	\$ 167.05	\$ 324.50	\$ 128.10	
474			UDT-DS1 Entrance Facilities - Zone 4 (Urban Springfield)	UENHX	\$ 135.20	\$ 324.50	\$ 128.10	
475			UDT-DS3 Entrance Facilities - Zone 1 (Urban STL,KC)	UENJX	\$ 1,326.80	\$ 556.10	\$ 247.30	
476			UDT-DS3 Entrance Facilities - Zone 2 (Suburban)	UENJX	\$ 1,392.75	\$ 556.10	\$ 247.30	
477			UDT-DS3 Entrance Facilities - Zone 3 (Rural)	UENJX	\$ 1,434.60	\$ 556.10	\$ 247.30	
478			UDT-DS3 Entrance Facilities - Zone 4 (Urban Springfield)	UENJX	\$ 1,326.80	\$ 556.10	\$ 247.30	
479			UDT-OC3 Entrance Facilities - Zone 1 (Urban STL,KC)	UENKX	\$ 802.60	\$ 959.45	\$ 466.35	
480			UDT-OC3 Entrance Facilities - Zone 2 (Suburban)	UENKX	\$ 855.90	\$ 959.45	\$ 466.35	
481			UDT-OC3 Entrance Facilities - Zone 3 (Rural)	UENKX	\$ 924.70	\$ 959.45	\$ 466.35	
482			UDT-OC3 Entrance Facilities - Zone 4 (Urban Springfield)	UENKX	\$ 802.60	\$ 959.45	\$ 466.35	
483			UDT-OC12 Entrance Facilities - Zone 1 (Urban STL,KC)	UENLX	\$ 2,394.25	\$ 989.90	\$ 496.85	
484			UDT-OC12 Entrance Facilities - Zone 2 (Suburban)	UENLX	\$ 2,447.50	\$ 989.90	\$ 496.85	
485			UDT-OC12 Entrance Facilities - Zone 3 (Rural)	UENLX	\$ 2,516.35	\$ 989.90	\$ 496.85	

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486			UDT-OC12 Entrance Facilities - Zone 4 (Urban Springfield)	UENLX	\$ 2,394.25	\$ 989.90	\$ 496.85	
487			UDT-OC48 Entrance Facilities - Zone 1 (Urban STL,KC)	under development	ICB	ICB	ICB	
488			UDT-OC48 Entrance Facilities - Zone 2 (Suburban)	under development	ICB	ICB	ICB	
489			UDT-OC48 Entrance Facilities - Zone 3 (Rural)	under development	ICB	ICB	ICB	
490			UDT-OC48 Entrance Facilities - Zone 4 (Urban Springfield)	under development	ICB	ICB	ICB	
491			UDT-DS1 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05	
492			UDT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 151.55	\$ 455.35	\$ 291.05	
493			UDT-DS1 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNHS	\$ 279.30	\$ 455.35	\$ 291.05	
494			UDT-DS1 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 111.45	\$ 455.35	\$ 291.05	
495			UDT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 200.10	\$ 455.35	\$ 291.05	
496			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNHS	\$ 3.10	None	None	
497			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 8.75	None	None	
498			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNHS	\$ 14.55	None	None	
499			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNHS	\$ 3.10	None	None	
500			UDT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 4.80	None	None	
501			UDT-DS3 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75	
502			UDT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 2,783.40	\$ 490.35	\$ 332.75	
503			UDT-DS3 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNJS	\$ 3,384.95	\$ 490.35	\$ 332.75	
504			UDT-DS3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 1,389.45	\$ 490.35	\$ 332.75	
505			UDT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 3,288.30	\$ 490.35	\$ 332.75	
506			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNJS	\$ 81.80	None	None	
507			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 304.75	None	None	
508			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNJS	\$ 312.90	None	None	
509			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNJS	\$ 81.80	None	None	
510			UDT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 124.45	None	None	
511			UDT-OC3 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNKS	\$ 2,691.80	\$ 676.30	\$ 401.85	
512			UDT-OC3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNKS	\$ 2,743.65	\$ 676.30	\$ 401.85	
513			UDT-OC3 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNKS	None	None	None	
514			UDT-OC3 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNKS	\$ 2,691.80	\$ 676.30	\$ 401.85	
515			UDT-OC3 Interoffice Transport, First Mile - Interzone	ULNKS	\$ 2,496.70	\$ 676.30	\$ 401.85	
516			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNKS	\$ 6.00	None	None	
517			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNKS	\$ 52.60	None	None	
518			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNKS	None	None	None	
519			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNKS	\$ 6.00	None	None	
520			UDT-OC3 Interoffice Transport, Each Additional Mile - Interzone	ULNKS	\$ 4.80	None	None	
521			UDT-OC12 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNLS	\$ 8,486.95	\$ 737.25	\$ 462.75	
522			UDT-OC12 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNLS	\$ 10,102.90	\$ 737.25	\$ 462.75	
523			UDT-OC12 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNLS	None	None	None	
524			UDT-OC12 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNLS	\$ 8,486.95	\$ 737.25	\$ 462.75	
525			UDT-OC12 Interoffice Transport, First Mile - Interzone	ULNLS	None	None	None	

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526			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	ULNLS	\$ 22.10	None	None	
527			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNLS	\$ 210.40	None	None	
528			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	ULNLS	None	None	None	
529			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	ULNLS	\$ 22.10	None	None	
530			UDT-OC12 Interoffice Transport, Each Additional Mile - Interzone	ULNLS	None	None	None	
531			UDT-OC48 Interoffice Transport, First Mile - Zone 1 (Urban STL,KC)	ULNNS	ICB	ICB	ICB	
532			UDT-OC48 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNNS	ICB	ICB	ICB	
533			UDT-OC48 Interoffice Transport, First Mile - Zone 3 (Rural)	ULNNS	ICB	ICB	ICB	
534			UDT-OC48 Interoffice Transport, First Mile - Zone 4 (Urban Springfield)	ULNNS	ICB	ICB	ICB	
535			UDT-OC48 Interoffice Transport, First Mile - Interzone	ULNNS	ICB	ICB	ICB	
536			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 1 (Urban STL,KC)	under development	ICB	ICB	ICB	
537			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	under development	ICB	ICB	ICB	
538			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 3 (Rural)	under development	ICB	ICB	ICB	
539			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 4 (Urban Springfield)	under development	ICB	ICB	ICB	
540			UDT-OC48 Interoffice Transport, Each Additional Mile - Interzone	under development	ICB	ICB	ICB	
541		Dedicated Transport Cross Connect	DS1 to Collocation	UCXHX	\$ 11.30	\$ 229.05	\$ 225.05	
542			DS3 to Collocation	UCXJX	\$ 39.55	\$ 156.25	\$ 109.50	
543			OC3 to Collocation	UCXKX	\$ 2.94	\$ 33.86	\$ 22.57	
544			OC12 to Collocation	UCXLX	\$ 2.94	\$ 33.86	\$ 22.57	
545			OC48 to Collocation	UCXNX	\$ 2.94	\$ 33.86	\$ 22.57	
546		Network Reconfiguration Service	DSO DS1 Port	UDUDX	\$ 11.35	\$ 35.70	None	
547			DSO DS3 Port	(UDU3X) under development	\$ 318.10	\$ 35.70	None	
548			DCS Establishment	SEPU3	None	\$ 2,379.90	None	
549			Database Modification	NR9U4	None	\$ 107.15	None	
550		Multiplexing	DS1 to VG	UM4BX	\$ 199.60	\$ 29.85	\$ 17.90	
551			DS3 to DS1	UM4AX	\$ 712.05	\$ 980.20	\$ 924.15	
552			OC-3 to 1-84 DS1s	UM4DX	\$ 881.25	\$ 788.50	\$ 499.05	
553			OC-3 to 1-3 DS3	UM4EX	\$ 698.65	\$ 334.45	\$ 227.10	
554			OC-3 to 1-3 EC-1	(UM4HX)	\$ 698.65	\$ 334.45	\$ 227.10	
555			OC-12 to 1-12 DS3	UM4FX	\$ 1,305.45	\$ 334.45	\$ 227.10	
556			OC-12 to 1-12 EC-1/STS-1	(UMULX)	\$ 1,483.95	\$ 334.45	\$ 227.10	
557			OC-12 to 1-4 OC-3/OC-3	UMULX	\$ 1,456.95	\$ 334.45	\$ 227.10	
558		Dark Fiber	Dark Fiber -Interoffice per strand	ULYCX	\$ 53.80	\$ 1,653.68	\$ 1,653.68	
559			Dark Fiber - Interoffice per foot Zone 1(Urban STL, KS)	ULNCF	\$ 0.001250	None	None	
560			Dark Fiber - Interoffice per foot Zone 2 (Suburban)	ULNCF	\$ 0.004020	None	None	
561			Dark Fiber - Interoffice per foot Zone 3 (Rural)	ULNCF	\$ 0.007790	None	None	
562			Dark Fiber - Interoffice per foot Zone 4 Urban (Springfield)	ULNCF	\$ 0.001280	None	None	
563			Dark Fiber Loop - CO to Customer Prem-per strand	UL1WX	\$ 22.23	\$ 599.33	\$ 599.33	
564			Dark Fiber Loop - CO to Customer, per foot Zone 1 (Urban STL, KS)	ULOWG	\$ 0.001250	None	None	
565			Dark Fiber Loop - CO to Customer, per foot Zone 2 (Suburban)	ULOWG	\$ 0.004020	None	None	
566			Dark Fiber Loop - CO to Customer, per foot Zone 3 (Rural)	ULOWG	\$ 0.007790	None	None	
567			Dark Fiber Loop - CO to Customer, per foot Zone 4 (Urban Springfield)	ULOWG	\$ 0.001280	None	None	

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568			Dark Fiber Subloop - CO to CEV/Hut/RT-per strand	UL1YX	\$ 22.23	\$ 599.33	\$ 599.33	
569			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 1 (Urban STL, KS)	ULOYG	\$ 0.001250	None	None	
570			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 2 (Suburban)	ULOYG	\$ 0.004020	None	None	
571			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 3 (Rural)	ULOYG	\$ 0.007790	None	None	
572			Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 4 (Urban Springfield)	ULOYG	\$ 0.001280	None	None	
573			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand	UL1OX	\$ 22.23	\$ 562.13	\$ 562.13	
574			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 1 (Urban STL, KS)	ULOOJ	\$ 0.001250	None	None	
575			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 2 (Suburban)	ULOOJ	\$ 0.004020	None	None	
576			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 3 (Rural)	ULOOJ	\$ 0.007790	None	None	
577			Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 4 (Urban Springfield)	ULOOJ	\$ 0.001280	None	None	
578			Dark Fiber Cross Connect - Interoffice	UKCJX	\$ 6.87	\$ 81.04	\$ 81.04	
579			Dark Fiber Cross Connect - Loop	UKCHX	\$ 3.37	\$ 68.58	\$ 68.58	
580			Dark Fiber Cross Connect - Subloop (CO to RT/CEV/HUT)	UKCTX	\$ 3.37	\$ 88.72	\$ 88.72	
581			Dark Fiber Cross Connect - Subloop (CEV/HUT/RT to RT/EU)	UKCTX	\$ 3.37	\$ 88.72	\$ 88.72	
582			Dark Fiber - Loop Inquiry	NR9D7	None	\$ 91.92	\$ 91.92	
583			Dark Fiber - Sub Loop Inquiry	NR9DX	None	\$ 91.92	\$ 91.92	
584			Dark Fiber - Interoffice Inquiry	NR9D6	None	\$ 580.11	\$ 580.11	
585		SS7	SS7 Link Cross Connect - DS0	5-state billed in IBIS	\$ 74.15	\$ 299.30	\$ 235.75	
586			SS7 Link Cross Connect - DS1	5-state billed in IBIS	\$ 53.65	\$ 266.70	\$ 203.15	
587			STP to SWBT MDF - DSO	5-state billed in IBIS	\$ 74.15	\$ 299.30	\$ 235.75	
588			STP to SWBT DSX Frame-DS1	5-state billed in IBIS	\$ 53.65	\$ 266.70	\$ 203.15	
589			STP Port Termination	IBIS billed	\$ 621.65	\$ 455.65	None	
590			STP Access Link-1.544 Mbps	IBIS billed	See Dedicated Transport	None	None	
591			STP Access Link-56.Kbps (fixed)	IBIS billed	\$ 100.16	None	None	
592			STP Access Link-56.Kbps (per mile)	IBIS billed	\$ 0.91	None	None	
593			SS7 Transport per Octet	IBIS billed	\$ 0.00000280	None	None	
594			Signaling Point Code Addition	IBIS billed	None	\$ 59.75	None	
595			Global Title Translation Addition (GTT)	Under development	None	\$ 26.60	None	
596		Line Information Database (LIDB)	Validation Query (Includes SMS & Sleuth	Not Applicable	\$ 0.02600	None	None	
597			OLNS Query (Includes SMS)		\$ 0.00550	None	None	
598			CNAM Query (Includes SMS)	Not Applicable	\$ 0.00360	None	None	
599			Query Transport (Applies to Validation, OLNS & CNAM)	Not Applicable	\$ 0.00440	None	None	
600			Service Order Cost	Not Applicable	None	\$ 256.70	None	
601			Service Establishment Charge	Not Applicable	None	\$ 59.75	None	
602		800 Database	Toll Free Database Query	Not Applicable	\$ 0.000445	None	None	
603			Call Handling and Destination	Not Applicable	\$ 0.000054	None	None	
604		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 69.70	None	
605			Manual Change - Simple	NRBUO	None	\$ 67.25	None	
606			Manual Record - Simple	NRBUU	None	\$ 41.60	None	
607			Manual Disconnect - Simple	NRBUW	None	\$ 34.90	None	
608			Manual Suspend - Simple	NRBJZ	None	\$ 41.60	None	
609			Manual Restore - Simple	NRBJ9	None	\$ 41.60	None	
610			Manual Expedited - Simple	(NRBUQ)	None	\$ 69.70	None	
611			Manual Customer Not Ready - Simple	(NRBUQ)	None	\$ 69.70	None	
612			Manual Due Date Change or Cancellation - Simple	(NRBUQ)	None	\$ 69.70	None	
613			Manual New - Complex	NRBUR	None	\$ 285.20	None	

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614			Manual Change - Complex	NRBUP	None	\$ 158.55	None	
615			Manual Record - Complex	NRBUV	None	\$ 132.85	None	
616			Manual Disconnect - Complex	NRBUX	None	\$ 76.20	None	
617			Manual Suspend - Complex	NRBJ7	None	\$ 132.85	None	
618			Manual Restore - Complex	NRBJ8	None	\$ 132.85	None	
619			Manual Expedited - Complex	(NRBUR)	None	\$ 285.20	None	
620			Manual Customer Not Ready - Complex	(NRBUR)	None	\$ 285.20	None	
621			Manual Due Date Change or Cancellation - Complex	(NRBUR)	None	\$ 285.20	None	
622			Electronic New - Simple	NR9W2	None	\$ 5.00	None	
623			Electronic New - Complex	NRBAW	None	\$ 5.00	None	
624			Electronic Change - Simple	NR9GG	None	\$ 5.00	None	
625			Electronic Record - Simple	NR9GU	None	\$ 5.00	None	
626			Electronic Disconnect - Simple	NR9GZ	None	\$ 5.00	None	
627			Electronic Suspend - Simple	NRBJ5	None	\$ 5.00	None	
628			Electronic Restore - Simple	NRBJ6	None	\$ 5.00	None	
629			Electronic Expedited - Simple	(NR9W2)	None	\$ 5.00	None	
630			Electronic Customer Not Ready - Simple	(NR9W2)	None	\$ 5.00	None	
631			Electronic Due Date Change or Cancellation - Simple	(NR9W2)	None	\$ 5.00	None	
632			PIC Change Charge	NRBL9	None	\$ 5.00	None	
633								
634		OTHER						
635		Directory Assistance	Directory Assistance (DA) - per call	ZZUO3/ZZUO4	\$ 0.37	None	None	
636			Directory Assistance Call Completion (DACC) - per call	ZZUO7	\$ 0.15	None	None	
637			National Directory Assistance (NDA)	ZZUO5/ZZUO6	\$ 0.65	None	None	
638			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 2.00	None	None	
639			Directory Assistance - Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
640			Directory Assistance - Branding Per call	ZZUCB	\$ 0.025	None	None	
641			Directory Assistance - Rate Reference Initial Load	NRBDL	None	\$ 2,200.00	None	
642			Directory Assistance - Rate Reference Subsequent Load	NRBDM	None	\$ 1,000.00	None	
643			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.05850	None	
644			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.05850	None	
645			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	
646			Business Category Search (BCS)	ZZUOB	\$ 0.65	None	None	
647			Reverse Directory Assistance (RDA)	ZZUO8	\$ 0.65	None	None	
648		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	ZZUO1	0.15	None	None	
649			Operator Services - Operator Assisted Call Processing (Per work second)	ZZUO2	\$ 0.020	None	None	
650			Operator Services - Branding Initial/Subsequent Load	NRBDG	None	\$ 1,800.00	None	
651			Operator Services - Branding Per call	ZZUCB	\$ 0.025	None	None	
652			Operator Services-Rate Reference - Initial	NRBDL	None	\$ 2,200.00	None	
653			Operator Services - Rate Reference - Subsequent Load	NRBDM	None	\$ 1,000.00	None	
654			Intralata Message Rating - Rate per initial load	Not Applicable	None	\$ 605.23	None	
655			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 605.23	None	
656		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 10,000.00	None	
657			UNE Electronic Billing Information Data (daily usage) per message	ASBS	\$ 0.003	None	None	
658			Local Discount Report (LDR) per WTN	CRIS	\$ 0.10	None	None	
659		BCR	Per interstate local message	Not Applicable	\$ 0.050	None	None	
660			Per local message	Not Applicable	\$ 0.08	None	None	
661		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.0030	None	None	
662			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	
663			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	
664			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None	
665			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None	

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666		Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
667			CH billing message - per message	Not Applicable	\$ 0.050	None	None	
668		Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 42.75	\$ 34.20	
669			Overtime - per half hour	MVV	None	\$ 53.45	\$ 43.35	
670			Premium Time - per half hour	MVV	None	\$ 64.10	\$ 52.50	
671		Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 42.75	\$ 34.20	
672			Overtime - per half hour	ALK, ALT, ALH	None	\$ 53.45	\$ 43.35	
673			Premium Time - per half hour	ALK, ALT, ALH	None	\$ 64.10	\$ 52.50	
674					Annual Rates			
675		Poles and Duct	Poles (\$/attachment/yr.)*		\$ 2.35			
676		(Structure)						
677			Per Foot Conduit Occupancy Fees					
678			Full Duct (\$/ft/yr.)		\$ 0.41			
679			Half Duct (\$/ft/yr)		\$ 0.21			
680								
681			*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
682								
683								
684			Contract Administration Fee			\$ 125.00		
685			Administrative Record-Keeping Fee			\$ 125.00		
686								
687		OSS (Operational Support Systems)						
688			System Access	ASBS	\$3,345.00	None	None	
689			Remote Facility per port - Direct Connector	ASBS	\$1,580.00	None	None	
690			Remote Facility per port - Dial-up Connector	ASBS	\$316.00	None	None	
691								
692		RECIPROCAL COMPENSATION						
693			End Office Local Termination - Zone 1 Urban					
694			Set up charge, per call	ZZUR8	\$ 0.002164			
695			Duration charge, per MOU	ZZUR2	\$ 0.001309			
696								
697			End Office Local Termination - Zone 2 Suburban					
698			Set up charge, per call	ZZUR8	\$ 0.002602			
699			Duration charge, per MOU	ZZUR2	\$ 0.001575			
700								
701			End Office Local Termination - Zone 3 Rural					
702			Set up charge, per call	ZZUR8	\$ 0.003748			
703			Duration charge, per MOU	ZZUR2	\$ 0.002269			
704								
705			End Office Local Termination - Zone 4 - Springfield					
706			Set up charge, per call	ZZUR8	\$ 0.003193			
707			Duration charge, per MOU	ZZUR2	\$ 0.001933			
708								
709			Tandem Switching					
710			Set up charge, per call		\$ 0.002768			
711			Duration charge, per MOU	ZZUR1	\$ 0.000642			
712								
713			Common Transport					
714			Termination per Minute of Use Zone 1 (Urban STL, KS)	ZZUST	\$ 0.0001900			

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715			Termination per Minute of Use Zone 2 (Suburban)	ZZUST	\$ 0.0002850			
716			Termination per Minute of Use Zone 3 (Rural)	ZZUST	\$ 0.0003020			
717			Termination per Minute of Use Zone 4 (Suburban Springfield)	ZZUST	\$ 0.0001620			
718			Termination per Minute of Use Interzone	ZZURF	\$ 0.0003320			
719			Facilities per Minute, per Mile Zone 1 (Urban)	ZZURF	\$ 0.0000017			
720			Facilities per Minute, per Mile Zone 2 (Suburban)	ZZURF	\$ 0.0000070			
721			Facilities per Minute, per Mile Zone 3 (Rural)	ZZURF	\$ 0.0000151			
722			Facilities per Minute, per Mile Zone 4 (Suburban Springfield)	ZZURF	\$ 0.0000010			
723			Facilities per Minute, per Mile Interzone	ZZURF	\$ 0.0000035			
724								
725		Tandem Switching	Tandem Switching Per Minute of Use	Not Applicable	\$ 0.001510	None	None	
726		Common Transport	Common Transport -Termination per Minute of Use Zone 1 (Urban STL, KS)	Not Applicable	\$ 0.000190	None	None	
727			Common Transport -Termination per Minute of Use Zone 2 (Suburban)	Not Applicable	\$ 0.000285	None	None	
728			Common Transport- Termination per Minute of Use Zone 3 (Rural)	Not Applicable	\$ 0.000302	None	None	
729			Common Transport- Termination per Minute of Use Zone 4 (Suburban Springfield)	Not Applicable	\$ 0.000162	None	None	
730			Common Transport- Termination per Minute of Use Interzone	Not Applicable	\$ 0.000332	None	None	
731			Common Transport-Facilities per Minute, per Mile Zone 1 (Urban)	Not Applicable	\$ 0.000002	None	None	
732			Common Transport-Facilities per Minute, per Mile Zone 2 (Suburban)	Not Applicable	\$ 0.000007	None	None	
733			Common Transport-Facilities per Minute, per Mile Zone 3 (Rural)	Not Applicable	\$ 0.000015	None	None	
734			Common Transport-Facilities per Minute, per Mile Zone 4 (Suburban Springfield)	Not Applicable	\$ 0.000001	None	None	
735			Common Transport-Facilities per Minute, per Mile Interzone	Not Applicable	\$ 0.000003	None	None	
736		Local Switching	Local Switching-Per Originating or Terminating MOU Zone 1 (Urban STL, KS)	Not Applicable	\$ 0.001988	None	None	
737			Local Switching-Per Originating or Terminating MOU Zone 2 (Suburban)	Not Applicable	\$ 0.002391	None	None	
738			Local Switching-Per Originating or Terminating MOU Zone 3 (Rural)	Not Applicable	\$ 0.003444	None	None	
739			Local Switching-Per Originating or Terminating MOU Zone 4 (Urban Springfield)	Not Applicable	\$ 0.002934	None	None	
740		Transiting	Transiting-Zone 1 (Urban STL, KS)	Not Applicable	\$ 0.001712	None	None	
741			Transiting-Zone 2 (Suburban)	Not Applicable	\$ 0.001844	None	None	
742			Transiting-Zone 3 (Rural)	Not Applicable	\$ 0.001918	None	None	
743			Transiting-Zone 4 (Urban Springfield)	Not Applicable	\$ 0.001679			
744			Transiting-OCA (Optional Area)	Not Applicable	n/a	None	None	
745			Transiting-Out of Region	Not Applicable	\$ 0.006000	None	None	
746		OCA	OCA Transport & Termination	Not Applicable	n/a	None	None	
747								
748								
749								
750								
751			** The Parties acknowledge and agree that, subject to the terms and conditions stated herein, SWBT will provide certain					
752			arbitrated rates, terms and conditions set forth in the Appendix Pricing UNE, Schedule of Prices, of this Agreement					
753			based upon statutes, orders, rules and/or regulations issued by federal and state legislatures, courts, and/or					
754			regulatory agencies, specifically including, but not limited to, the Missouri Public Service Commission's Order in the					
755			Consolidated Arbitration, Docket Nos. TO-97-40/TO-97-67, TO-98-115. These statutes, orders, rules and regulations					
756			are the subject of various current appeals, and subsequent appeals may also be taken from those statutes, orders					
757			rules and regulations. The Parties recognize and agree that, in the event of any amendment of the					
758			Telecommunications Act of 1996, or any administrative, regulatory, legislative or judicial order, rule, opinion or other					
759			legal action, (collectively, "legal actions") which revises or modifies the Parties' rights and/or obligations pertaining					
760			to any matters contained in this Interconnection Agreement ("a subsequent development"), including any action					
761			invalidating or modifying the Interconnection Agreement approved in Docket TO-97-67 and TO-98-115, the relevant					
762			provisions of this Agreement cited above shall be deemed to be automatically modified, amended or conformed to					
763			be consistent with such subsequent development. By executing this document, neither Party is waiving its rights to					
764			contest the validity of any law, rule, court or regulatory decision or order or other requirement that specific					
765			provisions be contained in this contract, nor is any Party waiving its right to argue in the future that any law, rule,					

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EFFECTIVE DATE: XX/XX/XX

Line	Change/U pdates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
766			court or regulatory decision or other requirement should be revised, eliminated or modified. In no event shall SWBT					
767			be obligated to provide such rates, terms and conditions beyond the period of time SWBT is obligated to provide					
768			such rates, terms and conditions to the Party who originally arbitrated such provisions					
769								
770		***	The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					
771								
772		****	Pursuant to the Missouri Public Service Commission's Order in Case No. TO-99-461, the charge for loop conditioning					
773			performed on a single loop of 12,000 feet to 18,000 feet in length shall not exceed \$727.20. This provisioning					
774			is governed by Section 2.10 of the General Terms and Conditions Appendix					
775	RESALE				RESALE DISCOUNTS			
776			BUSINESS		<u>RECURRING</u>	<u>NON-RECURRING</u>		
777			LOCAL EXCHANGE SERVICE					
778			Business 1 Party		19.20%	19.20%	NA	
779			Business - Multi-Line Hunting		19.20%	19.20%	NA	
780			Business Measured		19.20%	19.20%	NA	
781			Business Measured (HTG Class of Service)		19.20%	19.20%	NA	
782							NA	
783			EXPANDED LOCAL CALLING				NA	
784			Mandatory EAS		19.20%	19.20%	NA	
785			Optional Metropolitan Calling Area		19.20%	19.20%	NA	
786							NA	
787			VERTICAL SERVICES				NA	
788			Auto Redial		19.20%	19.20%	NA	
789			Call Blocker		19.20%	19.20%	NA	
790			Call Forwarding		19.20%	19.20%	NA	
791			Call Forwarding - Busy Line		19.20%	19.20%	NA	
792			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA	
793			Call Forwarding - Don't Answer		19.20%	19.20%	NA	
794			Call Return		19.20%	19.20%	NA	
795			Call Trace		19.20%	19.20%	NA	
796			Call Waiting		19.20%	19.20%	NA	
797			Calling Name		19.20%	19.20%	NA	
798			Calling Number		19.20%	19.20%	NA	
799			ComCall®		19.20%	19.20%	NA	
800			Personalized Ring (1 dependent number		19.20%	19.20%	NA	
801			Personalized Ring (2 dependent numbers - 1st number		19.20%	19.20%	NA	
802			Personalized Ring (2 dependent numbers - 2nd number		19.20%	19.20%	NA	
803			Priority Call		19.20%	19.20%	NA	
804			Remote Access to Call Forwarding		19.20%	19.20%	NA	
805			Selective Call Forwarding		19.20%	19.20%	NA	
806			Simultaneous Call Forwarding		19.20%	19.20%	NA	
807			Speed Calling 8		19.20%	19.20%	NA	
808			Speed Calling 30		19.20%	19.20%	NA	
809			Three Way Calling		19.20%	19.20%	NA	
810							NA	
811			DID				NA	
812			DID (First Block of 100 - Category 1)		19.20%	19.20%	NA	
813			DID (First Block of 10 - Category 1)		19.20%	19.20%	NA	
814			DID (Ea. adl. block of 10 after first 10 - Category 1)		19.20%	19.20%	NA	
815			DID (Ea. adl. block of 100 after first 100 - Category 2)		19.20%	19.20%	NA	
816			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)		19.20%	19.20%	NA	
817			DID (with Multifrequency)		19.20%	19.20%	NA	
818			DID (with Dual-Tone Multifrequency		19.20%	19.20%	NA	
819			DID (1st 10 Trunks or access lines)		19.20%	19.20%	NA	
820			DID (11th thru 50th trunk or network access line)		19.20%	19.20%	NA	
821			DID (51st trunk or network access line)		19.20%	19.20%	NA	
822							NA	
823			TRUNKS				NA	
824			Analog Trunks		19.20%	19.20%	NA	
825			Digital Trunks		19.20%	19.20%	NA	

SOUTHWESTERN BELL TELEPHONE COMPANY /

CLEC

MISSOURI

November 13, 2002

APPENDIX PRICING
SCHEDULE OF PRICES
EFFECTIVE DATE: XX/XX/XX

Line	Change/U pdates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
826							NA	
827			AIN				NA	
828			Area Wide Networking		19.20%	19.20%	NA	
829			Disaster Routing Service		19.20%	19.20%	NA	
830			Intelligent Redirectsm		19.20%	19.20%	NA	
831			Intellinumber		19.20%	19.20%	NA	
832			Positive ID		19.20%	19.20%	NA	
833							NA	
834			OTHER				NA	
835			Bundled Telecommunications Services (e.g., the Works)		19.20%	19.20%	NA	
836			Customer Alerting Enablement		19.20%	19.20%	NA	
837			Grandfathered Services		19.20%	19.20%	NA	
838			Hot Line		19.20%	19.20%	NA	
839			Hunting		19.20%	19.20%	NA	
840			Local Operator Assistance Service		13.91%	13.91%	NA	
841			Night Number associated with Telephone Number		19.20%	19.20%	NA	
842			Night Number associated with a Termination		19.20%	19.20%	NA	
843			Promotions (Greater than 90 days)		19.20%	19.20%	NA	
844			Preferred Number Service		19.20%	19.20%	NA	
845			Telebranch®		19.20%	19.20%	NA	
846			TouchTone		19.20%	19.20%	NA	
847			Voice Dial		19.20%	19.20%	NA	
848			Warm Line		19.20%	19.20%	NA	
849							NA	
850			Data Services				NA	
851			Gigabit Ethernet Metropolitan Area Network (GigaMAN)		19.20%	19.20%	NA	
852			PBX Trunks		19.20%	19.20%	NA	
853			Multiservice Optical Network (MON)		19.20%	19.20%	NA	
854			OCn-PTP		19.20%	19.20%	NA	
855			DS3		19.20%	19.20%	NA	
856							NA	
857			ISDN				NA	
858			Digilinesm (ISDN BRI)		19.20%	19.20%	NA	
859			Select Video Plus®		19.20%	19.20%	NA	
860			Smart Trunksm (ISDN PRI)		19.20%	19.20%	NA	
861			SuperTrunk		19.20%	19.20%	NA	
862							NA	
863			TOLL				NA	
864			IntraLATA MTS		19.20%	19.20%	NA	
865			MaxiMizer 800®		19.20%	19.20%	NA	
866			OutWATS		19.20%	19.20%	NA	
867			800 Service		19.20%	19.20%	NA	
868							NA	
869			OPTIONAL TOLL CALLING PLANS				NA	
870			1+ SAVERsm		19.20%	19.20%	NA	
871			1+SAVER Direct		19.20%	19.20%	NA	
872			Community Optional Saver		19.20%	19.20%	NA	
873			Outstate Calling Area Service		19.20%	19.20%	NA	
874							NA	
875			PLEXAR®				NA	
876			Plexar I®		19.20%	19.20%	NA	
877			Plexar II®		19.20%	19.20%	NA	
878			Plexar Custom®		19.20%	19.20%	NA	
879							NA	
880			PRIVATE LINE				NA	
881			Analog Private Lines		19.20%	19.20%	NA	
882			Business Video Service		19.20%	19.20%	NA	
883			Digital Loop Service		19.20%	19.20%	NA	
884			DOVLink		19.20%	19.20%	NA	
885			Foreign Exchange Service		19.20%	19.20%	NA	
886			Foreign Serving Office		19.20%	19.20%	NA	

SOUTHWESTERN BELL TELEPHONE COMPANY /

CLEC

MISSOURI

November 13, 2002

APPENDIX PRICING
SCHEDULE OF PRICES
EFFECTIVE DATE: XX/XX/XX

Line	Change/U pdates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
887			Frame Relay		19.20%	19.20%	NA	
888			Group Alerting Services		19.20%	19.20%	NA	
889			MegaLink II®		19.20%	19.20%	NA	
890			MegaLink III®		19.20%	19.20%	NA	
891			MicroLink I®		19.20%	19.20%	NA	
892			MicroLink II®		19.20%	19.20%	NA	
893			MultiPoint Videc		19.20%	19.20%	NA	
894			Service Loop Facility Modification Service		19.20%	19.20%	NA	
895							NA	
896					RESALE DISCOUNTS		NA	
897			RESIDENCE		RECURRING	NON-RECURRING	NA	
898			LOCAL EXCHANGE SERVICE				NA	
899			Life Line and Link Up America Services		19.20%	19.20%	NA	
900			Residence 1 Party		19.20%	19.20%	NA	
901			Residence Measured		19.20%	19.20%	NA	
902							NA	
903			EXPANDED LOCAL CALLING				NA	
904			Mandatory EAS		19.20%	19.20%	NA	
905			Optional Metropolitan Calling Area		19.20%	19.20%	NA	
906							NA	
907			VERTICAL SERVICES				NA	
908			Auto Redial		19.20%	19.20%	NA	
909			Call Blocker		19.20%	19.20%	NA	
910			Call Forwarding		19.20%	19.20%	NA	
911			Call Forwarding - Busy Line		19.20%	19.20%	NA	
912			Call Forwarding - Busy Line/Don't Answer		19.20%	19.20%	NA	
913			Call Forwarding - Don't Answer		19.20%	19.20%	NA	
914			Call Return		19.20%	19.20%	NA	
915			Call Trace		19.20%	19.20%	NA	
916			Call Waiting		19.20%	19.20%	NA	
917			Calling Name		19.20%	19.20%	NA	
918			Calling Number		19.20%	19.20%	NA	
919			ComCall®		19.20%	19.20%	NA	
920			Personalized Ring (1 dependent number)		19.20%	19.20%	NA	
921			Personalized Ring (2 dependent numbers - 1st number)		19.20%	19.20%	NA	
922			Personalized Ring (2 dependent numbers - 2nd number)		19.20%	19.20%	NA	
923			Priority Call		19.20%	19.20%	NA	
924			Remote Access to Call Forwarding		19.20%	19.20%	NA	
925			Selective Call Forwarding		19.20%	19.20%	NA	
926			Simultaneous Call Forwarding		19.20%	19.20%	NA	
927			Speed Calling 8		19.20%	19.20%	NA	
928			Three Way Calling		19.20%	19.20%	NA	
929							NA	
930			ISDN				NA	
931			Digiline		19.20%	19.20%	NA	
932							NA	
933			OTHER				NA	
934			Bundled Telecommunications Services (e.g., the works)		19.20%	19.20%	NA	
935			Customer Alerting Enablement		19.20%	19.20%	NA	
936			Grandfathered Services		19.20%	19.20%	NA	
937			Hot Line		19.20%	19.20%	NA	
938			Promotions (Greater than 90 days)		19.20%	19.20%	NA	
939			Preferred Number Service		19.20%	19.20%	NA	
940			TouchTone		19.20%	19.20%	NA	
941			Voice Dial		19.20%	19.20%	NA	
942			Warm Line		19.20%	19.20%	NA	
943							NA	
944					RESALE DISCOUNTS		NA	
945			OTHER (Resale)		RECURRING	NON-RECURRING	NA	
946							NA	

SOUTHWESTERN BELL TELEPHONE COMPANY /
CLEC
MISSOURI
November 13, 2002

APPENDIX PRICING
SCHEDULE OF PRICES
EFFECTIVE DATE: XX/XX/XX

Line	Change/U pdates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
947			DIRECTORY ASSISTANCE SERVICES		13.91%	13.91%	NA	
948			Nationwide Listing Services (NLS)		13.91%	13.91%	NA	
949							NA	
950			TOLL				NA	
951			Home 800sm		19.20%	19.20%	NA	
952			IntraLATA MTS		19.20%	19.20%	NA	
953							NA	
954			OPTIONAL TOLL CALLING PLANS				NA	
955			1+ SAVERsm		19.20%	19.20%	NA	
956			1+SAVER Direct		19.20%	19.20%	NA	
957			Community Optional Saver		19.20%	19.20%	NA	
958			Outstate Calling Area Service		19.20%	19.20%	NA	
959			900 Call Restriction		19.20%	19.20%	NA	
960			Access Services		0%	0%	NA	
961			Additional Directory Listings		19.20%	19.20%	NA	
962			Bill Plus		5%	5%	NA	
963			Company Initiated Suspension Service		0%	0%	NA	
964			Directory Assistance Services		13.91%	13.91%	NA	
965			Connections with Terminal Equipment and Communications Equipmen		0%	0%	NA	
966			Consolidated Billing		5%	5%	NA	
967			Construction Charges		0%	0%	NA	
968			Customer Initiated Suspension Service		0%	0%	NA	
969			Exchange Interconnection Service		0%	0%	NA	
970			Operator Services		13.91%	13.91%	NA	
971			Local Operator Assistance Service		13.91%	13.91%	NA	
972			Maintenance of Service Charges		0%	0%	NA	
973			Prepaid Calling Cards		19.20%	19.20%	NA	
974			Telecommunications Service Priority Systems		0%	0%	NA	
975			Toll Billing Exception (Billed Number Screen		19.20%	19.20%	NA	
976			Toll Restriction		19.20%	19.20%	NA	
977			Wireless Carrier Interconnection Services		0%	0%	NA	
978							NA	
979			Electronic Billing Information Data (daily usage) per message		\$ 0.003	NA	NA	
980								
981								
982								
983			Local disconnect Report (LDR)					
984			Per WTN		\$ 0.10	NA	NA	
985								
986			Simple conversion charge per billable number		NA	\$ 25.00	NA	
987			Electronic conversion orders per billable number		NA	\$ 5.00	NA	
988			Complex conversion orders per billable number		NA	\$ 125.00	NA	
989								
990			SWBT transmittal of CLEC end-user listing to 3rd		NA	\$ 100.00	NA	
991			party pub, per occurrence, per dir publisher					
992								
993			OS/DA					
994			Branding - Resellers					
995			- Initial Load	NRBDG	NA	\$1,800.00	NA	
996			- Subsequent Load	NRBDG	NA	\$1,800.00	NA	
997			- Per Call	ZZUCB	\$0.025	NA	NA	
998			External Rater - Resellers					
999			- Initial Load	NRBDL	NA	\$2,200.00	NA	
1000			- Subsequent Load	NRBDM	NA	\$1,000.00	NA	
1001								
1002			OSS (Operational Support Systems)					
1003			System Access	ASBS	\$3,345.00	None	None	
1004			Remote Facility per port - Direct Connector	ASBS	\$1,580.00	None	None	
1005			Remote Facility per port - Dial-up Connector	ASBS	\$316.00	None	None	
1006								

**SOUTHWESTERN BELL
TEL CO
MO
Dec 20, 2001**

APPENDIX PRICING
SWBT-MO/QUANTUMSHIFT COMMUNICATIONS, INC.
Collo Svcs

		<u>Collocation Services</u>			
Missouri		CAGE			
		QUOTE SHEET			
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT		UNIT	USOC	RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB			\$18.56
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N			\$39.11
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L		\$7.42	
<u>COMMON SYSTEMS</u>					
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A		\$0.61	\$119.71
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$582.35
DC Power Engineering	Per Application	NRL6P			\$733.89
<u>Power Panel:</u>					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
<u>Power Cable and Infrastructure:</u>					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.25	\$48.23
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
<u>Equipment Grounding:</u>					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.16	\$30.63
<u>POWER CONSUMPTION (Including HVAC)</u>					
20 Amps	Per 20 Amps	S8FPT		\$300.41	
40 Amps	Per 40 Amps	S8FQD		\$600.82	
50 Amps	Per 50 Amps	S8FPS		\$751.03	
100 Amps	Per 100 Amps	S8FQE		\$1,502.06	
200 Amps	Per 200 Amps	S8FQF		\$3,004.12	
400 Amps	Per 400 Amps	SP1QJ		\$6,008.23	
<u>FIBER CABLE PLACEMENT</u>					
<u>Central Office:</u>					
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9		\$7.64	\$1,011.15
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$16.34	
<u>MISCELLANEOUS & OPTIONAL COST:</u>					
<u>MISCELLANEOUS COSTS</u>					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.08	\$14.81
Bits Timing	Per two circuits	S8FQT		\$3.58	\$698.82
Space Availability Report	Per Premise	NRLYX			\$113.87
Security Access / ID Cards	Per Card	NRLZW			\$30.86
ID Card	Per Card	NONE			\$0.00
<u>Cage Prep Costs</u>					
Vendor Layout & Coord.	Per CLEC Cage	NRL6N			\$501.99
AC Circuits to Cage	Per CLEC Cage	NRL6O			\$556.77
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
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
Route Design	Per Application	NRL6R			\$1,157.54
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48		\$2.84	\$170.47
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU		\$2.84	\$170.47
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM		\$303.28	\$4,995.19

TBD- To be Determined
NRO - Nonrecurring only
ICB -Individual Case Basis
NA- Not Applicable
- USOC Under Development

**SOUTHWESTERN BELL
TEL CO
MO
Dec 20, 2001**

APPENDIX PRICING
SWBT-MO/QUANTUMSHIFT COMMUNICATIONS, INC.
Collo Svcs

		<u>Collocation Services</u>			
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46		\$3.35	\$462.04
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47		\$158.29	\$3,318.85
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN		\$1.49	\$163.46
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR		\$2.91	\$263.99
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRL6W			\$849.78
Cable Installation	Per Placement (CLEC Installs Cable)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.41	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.27	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$1.73	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.81	
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	SP1QC			\$15.11
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1D			\$771.36
Project Coordination	Per CLEC Application	NRL57			\$2,699.77
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL1F			\$497.20
Project Coordination	Per CLEC Application Augment	NRL58			\$1,466.78
TIME SENSITIVE ACTIVITIES					
PRE-VISIT					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$23.23
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$19.60
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$19.72
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$19.24
CONSTRUCTION-VISIT					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$19.24
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$23.23

**SOUTHWESTERN BELL
TEL CO
MO
Dec 20, 2001**

APPENDIX PRICING
SWBT-MO/QUANTUMSHIFT COMMUNICATIONS, INC.
Collo Svcs

<u>Collocation Services</u>					
Missouri		CAGELESS QUOTE SHEET			
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	S8FWC			\$185.60
Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	S8FWG			\$391.10
Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	S8F9C		\$74.20	
Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWD			\$334.08
Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWH			\$703.98
Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F9E		\$133.56	
<u>COMMON SYSTEMS</u>					
Common Systems - Cageless	Per 10 Sq. Ft. of space used by CLEC	S8FWE		\$7.80	\$1,520.90
Common Systems - Cageless	Per 18 Sq. Ft. of space used by CLEC	S8FWF		\$14.04	\$2,737.62
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$582.35
DC Power Engineering	Per Application	NRL6P			\$733.89
<u>Power Panel:</u>					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
<u>Power Cable and Infrastructure:</u>					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.25	\$48.23
20 Amp	Per Four Power Cables or Quad	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad	NONE			\$0.00
<u>Equipment Grounding:</u>					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.16	\$30.63
<u>POWER CONSUMPTION (Including HVAC)</u>					
20 Amps	Per 20 Amps	S8FPT		\$300.41	
40 Amps	Per 40 Amps	S8FQD		\$600.82	
50 Amps	Per 50 Amps	S8FPS		\$751.03	
100 Amps	Per 100 Amps	S8FQE		\$1,502.06	
200 Amps	Per 200 Amps	S8FQF		\$3,004.12	
400 Amps	Per 400 Amps	SP1QJ		\$6,008.23	
<u>FIBER CABLE PLACEMENT</u>					
<u>Central Office:</u>					
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	S8FQ9		\$7.64	\$1,011.15
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$16.34	
<u>MISCELLANEOUS & OPTIONAL COST:</u>					
<u>MISCELLANEOUS COSTS</u>					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.08	\$14.81
Bits Timing	Per two circuits	S8FQT		\$3.58	\$698.82
Space Availability Report	Per Premise	NRLYX			\$113.87
Security Access / ID Cards	Per Card	NRLZW			\$30.86
ID Card	Per Card	NONE			\$0.00
<u>CAGELESS / POT BAY OPTIONS</u>					
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				
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
Route Design	Per Application	NRL6R			\$1,157.54
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E		\$2.84	\$170.47
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		\$2.84	\$170.47

TBD- To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA- Not Applicable
- USOC Under Development

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MO
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APPENDIX PRICING
SWBT-MO/QUANTUMSHIFT COMMUNICATIONS, INC.
Collo Svcs

Collocation Services					
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		\$303.28	\$4,995.19
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		\$3.35	\$462.04
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		\$158.29	\$3,318.85
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		\$1.49	\$163.46
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		\$2.91	\$263.99
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRL6W			\$849.78
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.41	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.27	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$1.73	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.81	
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	SP1QC			\$15.11
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1D			\$771.36
Project Coordination	Per CLEC Application	NRL57			\$2,699.77
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL1F			\$497.20
Project Coordination	Per CLEC Application Augment	NRL58			\$1,466.78
TIME SENSITIVE ACTIVITIES					
PRE-VISIT					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$23.23
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$19.60
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$19.72
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$19.24
CONSTRUCTION-VISIT					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$19.24
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$23.23

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Collo Svcs

		Collocation Services				
Missouri		ADJACENT STRUCTURE COST SUMMARY				
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure						
					RATE	RATE
COST ELEMENT		UNIT	USOC		MONTHLY RECURRING	NON- RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>						
<u>REAL ESTATE</u>						
Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55			\$0.20	
<u>CONDUIT PLACEMENT</u>						
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L				\$310.97
Set Up and Wall Coring	Per Placement	S8F8E				\$5,783.90
<u>DC POWER PROVISIONING</u>						
Power Engineering:						
DC Power Engineering	Per Placement	S8F8V				\$692.46
50 Amp DC Power Extension						
50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE				\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ				\$5,765.27
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE				\$0.00
200 Amp DC Power Extension						
200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE				\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3				\$5,765.27
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)					
<u>DC POWER CONSUMPTION</u>						
20 Amps	Per 20 Amps	S8FWJ			\$194.65	
40 Amps	Per 40 Amps	S8FNK			\$389.30	
50 Amps	Per 50 Amps	S8FWK			\$486.63	
100 Amps	Per 100 Amps	S8FWL			\$973.26	
200 Amps	Per 200 Amps	S8F3U			\$1,946.52	
<u>AC POWER PROVISIONING</u>						
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)					
AC Power	Per KWH	S8F56			\$0.06	
<u>SBC ACTIVITIES:</u>						
<u>ENGINEERING DESIGN</u>						
CO Site Survey		NRL84				\$2,721.37
<u>PROJECT MANAGEMENT</u>						
INITIAL						
Application Processing	Per CLEC Application	NRL6X				\$617.48
Project Coordination	Per CLEC Application	NRL6Z				\$4,468.44
AUGMENT						
Application Processing	Per CLEC Application Augment	NRL6Y				\$497.20
Project Coordination	Per CLEC Application Augment	NRL83				\$2,120.77
<u>OPTIONAL COST:</u>						
<u>FIBER CABLE PLACEMENT</u>						
Fiber Cable Engineering	Per Placement	S8FW6				\$863.95
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls c	S8FW7			\$5.26	\$0.00
Innerduct Placement	Per Linear Foot	S8FW8				\$1.40
<u>INTERCONNECTION COSTS:</u>						
<u>INTERCONNECTION EXTENSION</u>						
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)					
<u>INTERCONNECTION COSTS:</u>						
<u>ILEC TO CLEC CONNECTION</u>						
Route Design	Per Application	NRL8P				\$1,157.54
Installation	Per Cable (CLEC Installs)					
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3G			\$2.84	\$170.47
Rack - Voice Grade	100 Copper Pairs					
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWW			\$2.84	\$170.47
Rack - Voice Grade	100 Shielded Pairs					
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2L			\$303.28	\$4,995.19

TBD- To be Determined
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SOUTHWESTERN BELL
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APPENDIX PRICING
SWBT-MO/QUANTUMSHIFT COMMUNICATIONS, INC.
Collo Svcs

<u>Collocation Services</u>					
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R		\$3.35	\$462.04
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23		\$158.29	\$3,318.85
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27		\$1.49	\$163.46
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N		\$2.91	\$263.99
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement	NRL8Q			\$849.78
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
Cable Rack per 50 pr Cable	Per Placement	S8F57		\$0.41	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
Cable Rack Per DS-3	Per Placement	S8F58		\$0.27	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59		\$1.73	
24 Fiber Cable	Per Placement (CLEC Provides Cable)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F61		\$0.81	
4 Inch Conduit	Per Placement (CLEC Provided)				
TIME SENSITIVE ACTIVITIES					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$23.23
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$19.60
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$19.72
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$19.24
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$19.24
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$23.23

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Collo Svcs

<u>Collocation Services</u>					
Missouri		<u>VIRTUAL COLLOCATION</u>			
		<u>QUOTE SHEET</u>			
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT		UNIT	USOC	RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Floor Space	Per 10 Sq. Ft. (Standard Bay)	S8F62		\$35.61	
Floor Space	Per 18 Sq. Ft. (Large Bay)	S8F63		\$64.09	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. (Standard Bay)	S8F66		\$35.61	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. (Large Bay)	S8F67		\$64.09	
<u>EQUIPMENT BAYS</u>					
Equipment Bay Standard	Per Standard Bay (CLEC Provides)				
Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)				
<u>COMMON SYSTEMS</u>					
Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64		\$21.50	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		\$38.71	
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
ILEC-Vendor Engineering	Per Application	NRLJX			\$582.35
DC Power Engineering	Per Application	NRLFU			\$733.89
<u>Power Panel:</u>					
50 Amp	Per Power Panel (CLEC Provides)				
<u>Power Cable and Infrastructure:</u>					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		\$1.03	
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)				
<u>Equipment Grounding:</u>					
Ground Cable Placement	Per CLEC Equipment or Cabinet Bay	S8F69		\$0.72	
<u>POWER CONSUMPTION</u>					
DC Power Usage	Per Amp	S8F78		\$15.02	
<u>FIBER CABLE PLACEMENT</u>					
Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		\$10.14	\$2,727.35
Entrance Conduit	Per Fiber Cable Sheath	S8F8G		\$16.34	
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
CO Survey					
<u>PROJECT MANAGEMENT</u>					
<u>INITIAL</u>					
Application Processing	Per CLEC Application	NRL1U			\$463.60
Project Coordination	Per CLEC Application	NRL59			\$3,285.70
<u>AUGMENT</u>					
Application Processing	Per CLEC Application Augment	NRL56			\$343.32
Project Coordination	Per CLEC Application Augment	NRL5Z			\$1,466.78
<u>TIME SENSITIVE ACTIVITIES</u>					
<u>TRAINING</u>					
Communication Technician	Per 1/2 Hour	NRLJY			\$39.21
C O Manager (LFO)	Per 1/2 Hour	NRLMO			\$39.45
Power Engineer	Per 1/2 Hour	NRLNQ			\$38.47
Equipment Engineer	Per 1/2 Hour	NRLP6			\$38.47
<u>EQUIPMENT MAINTENANCE COST</u>					
Communication Technician (NOC)	Per 1/4 Hour	NRLVH			\$19.60
<u>EQUIPMENT EVALUATION COST</u>					
Equipment Engineer	Per 1/2 Hour	NRLP7			\$38.47
<u>CONSTRUCTION COORDINATION</u>					
Communication Technician	Per 1/2 Hour	NRLVD			\$39.21
<u>TEST & ACCEPTANCE</u>					
Communication Technician	Per 1/2 Hour	NRLVD			\$39.21
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
Route Design	Per Placement	NRLWF			\$1,157.54
Cable Installation	Per Arrangement				
Voice Grade Arrangement	100 Copper Pairs	S8F82		\$2.84	\$170.47
Includes Rack & Maintenance-Voice Grad	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs	S8F83		\$2.84	\$170.47
Includes Rack & Maintenance-Voice Grad	100 Shielded Pairs				

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APPENDIX PRICING
SWBT-MO/QUANTUMSHIFT COMMUNICATIONS, INC.
Collo Svcs

		<u>Collocation Services</u>			
	DS1 Arrangement - DCS	28 DS1	S8F8X	\$303.28	\$4,995.19
	Includes Rack & Maintenance - DS1 - DC	28 DS1			
	DS1 Arrangement - DSX	28 DS1	S8F8Y	\$3.35	\$462.04
	Includes Rack & Maintenance - DS1 - DS	28 DS1			
	DS3 Arrangement - DCS	1 DS3	S8F8Z	\$158.29	\$3,318.85
	Includes Rack & Maintenance - DS3 - DC	1 DS3			
	DS3 Arrangement - DSX	1 DS3	S8F81	\$1.49	\$163.46
	Includes Rack & Maintenance - DS3 - DS	1 DS3			
	4 Fiber Jumper	per Placement	S8F84	\$7.33	\$132.00
	Fiber Raceway per 4 Fiber Jumper	Per Placement			
CLEC TO CLEC CONNECTION					
	Route Design	Per Placement/Per Route	NRLWG		\$926.72
	Cable Installation	Per Placement (CLEC Installs)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides)			
	Cable Rack per 50 pr Cable	Per Placement	S8F85	\$0.41	
	DS-3 Coax Cable	Per Placement (CLEC Provides)			
	Cable Rack Per DS-3	Per Placement	S8F86	\$0.27	
	4 Fiber Jumper	Per Placement (CLEC Provides)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87	\$1.73	
	24 Fiber Cable	Per Placement (CLEC Provides)			
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F88	\$0.81	
MISCELLANEOUS COSTS					
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W	\$0.08	\$14.81
	Bits Timing	Per two circuits	S8F7Z	\$3.58	\$698.82

Missouri

Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Zone 1 - Urban	U21	*	\$11.00	See NRC rate below USOC NRB4	See NRC rate below USOC NRB4
Zone 2 - Suburban	U21	*	\$15.00	See NRC rate below USOC NRB4	See NRC rate below USOC NRB4
Zone 3 - Rural	U21	*	\$13.25	See NRC rate below USOC NRB4	See NRC rate below USOC NRB4
Zone 4	U21	*	\$9.20	See NRC rate below USOC NRB4	See NRC rate below USOC NRB4
2-Wire Analog Promotion	NRB4	*	NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
* This promotional discount on monthly recurring charges for unbundled local loops used in the provision of local service to residential end user customers ("Local Loops Discount") has sunset (terminated) in SBC-SWBT and SBC-SNET. However, any CLEC that had an approved and effective FCC Merger Conditions Appendix in its Interconnection Agreement with SBC-SWBT or SBC-SNET that provided for such Local Loops Discount before the sunset date in each respective SBC-SWBT or SBC-SNET state, such CLEC shall continue to receive this promotional discount only for those unbundled local loops that were ordered by CLEC while the Offering Window for this Local Loops Discount was still in effect, and that had a requested installation date of no later than thirty (30) days after the date the Offering Window closed for the particular state pursuant to Paragraph 46.a of the FCC Merger Conditions, and only then until the end of the "Promotional Period" for the loop at issue, as defined in Paragraph 46.c of the FCC Merger Conditions (i.e., "36 months from the date [the] qualifying unbundled local loop [was] installed and operational, or the period during which the loop remains in service at the same location and for the same telecommunications carrier, whichever is shorter"). Any unbundled local loops ordered after the date the Offering Window closed in the state at issue shall not be eligible for the Local Loops Discount.					

SCHEDULE - UNE COMBINATIONS
(Missouri)

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

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions under which Nevada Bell Telephone Company (NEVADA) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.
- 1.2 As used herein, NEVADA means the above listed ILEC doing business in Nevada.
- 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), NEVADA and CLEC will negotiate prices.
- 1.4 For modifications of NEVADA's plant facilities see the BFR process to satisfy the CLEC request.

2. BILLING TIMELINES

- 2.1 All prices for *usage charges*, monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in NEVADA's Carrier Access Billing System (CABS).
- 2.2 Any change of prices for *usage charges*, MRCs and NRCs subsequent to the effective date of this agreement may take a substantial period of time to implement in CABS and shall comply with any Commission timeline.
- 2.3 Until such time as the prices are implemented in CABS under Section 2.1 or 2.2 above, NEVADA may continue to bill at the established prices contained within the most recent prior interconnection agreement between the Parties, if any. If there is no prior interconnection agreement between the Parties, NEVADA shall *delay billing or* bill at the prices NEVADA is currently billing one (1) or more of its other CLEC End Users that, in NEVADA's good faith judgment, most closely match the prices applicable hereunder.
- 2.4 Due to this billing implementation time period, a retroactive true up of all such prices, without interest, will be due upon implementation of the new billing. *These true ups will be excluded from billing performance results.*

- 2.5 With respect to any rate element and/or charge contained in or referenced in the Appendix UNE (or any other Appendix) which is not specifically listed herein or therein, NEVADA and CLEC will negotiate a price and amend the Agreement to incorporate such price.

3. RECURRING CHARGES

- 3.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element, Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process set forth in Appendix UNE of this Agreement may be longer.
- 3.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office or other measurement point will then be rounded to the next higher minute. CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.
- 3.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed NEVADA will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, NEVADA will round up to the next whole mile before determining the mileage and applying rates.
- 3.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “recurring charges”.

4. NON-RECURRING CHARGES

- 4.1 Nonrecurring Charges are applicable for all five categories of rates.
- 4.2 Consistent with 51.307(d), there are non-recurring charges for each unbundled network element on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 4.3 For Resale, when a CLEC converts an end user currently receiving non-complex from the NEVADA network, without any changes to NEVADA's network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.

- 4.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for Signaling Point Code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other telecommunications providers to use CLEC's SS7 signaling network.
- 4.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **NEVADA** to process a request for installation, disconnection, rearrangement, changes to or record orders for unbundled network elements.
- 4.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 4.7 Time and Material charges (a.k.a. additional labor charges) are defined in Appendix Pricing.

5. UNBUNDLED LOCAL SWITCHING (ULS)

5.1 Rate Structure for ULS

5.1.1 Inter Switch Originating

- 5.1.1.1 When any call originates from an ULS Port, CLEC will pay the ULS Interoffice - Originating (ULS-O) rates. ULS-O rate elements include a charge for Setup per Attempt and a charge per Minute of Use (MOU). If the call routes over **NEVADA's** network, the CLEC will pay Shared Transport, Fixed and Per Mile.

5.1.2 Inter Switch Terminating

- 5.1.2.1 When a call terminates to an ULS Port, CLEC will pay ULS Interoffice - Terminating (ULS-T) rates. ULS-T rate elements include a charge for Setup per Call and a charge per MOU. In the case of Local Calls originated from a **NEVADA** End User and terminated to a ULS Port, no originating call record exists from which to bill MOU and Setup per Call charges for ULS-T. In these cases, the terminating MOUs and number of Call Setups to the ULS Port will equal the originating MOUs and number of Call Setups from CLEC ULS Ports that are terminated to **NEVADA** End User ports. These ULS-T charges are not applicable on Intra Switch calls.

5.1.3 Intra Switch

5.1.3.1 CLEC will pay only ULS Intraoffice – Originating Setup per Call and per MOU for a call originating from a CLEC ULS line or trunk port that terminates to any other End User service line or any other unbundled line or trunk port which is connected to the same End Office Switch.

5.2 IntraLATA and InterLATA Toll Calls

5.2.1 Originating Toll - IntraLATA and InterLATA Dialing Parity toll calls from CLEC ULS Ports will be routed to the End Users Primary Interexchange Carrier of choice. For intraLATA and interLATA toll calls, originated by NEVADA ULS customers and delivered to the IXC at the NEVADA access tandem, the CLEC will pay ULS-O, Tandem Switching, and Common Transport. Where an IXC elects to collect this traffic at a NEVADA End Office Switch via dedicated trunking, the CLEC will pay ULS-O.

5.2.2 Terminating Toll - For IntraLATA and interLATA toll calls terminated to a NEVADA ULS customer and delivered via the NEVADA tandem, the CLEC will pay ULS-T, Tandem Switching, and Common Transport. Where an IXC is directly interconnected at the NEVADA End Office Switch, the CLEC will pay ULS-T.

5.3 NEVADA charges for customized routing are dependent upon switch type and include switching establishment in addition to the customized routing charges to be determined on a project specific basis.

5.4 With ULS, NEVADA will provide SS7 signaling for all originating calls in the same manner as NEVADA uses SS7 signaling for its own originating calls. Prices for SS7 signaling are included in the USL “set-up per call” charge.

6. BILLING

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

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Nevada Supplemental Non-Recurring Charges
March 22, 2001

APPENDIX PRICING
SWBT/QUANTUMSHIFT COMMUNICATIONS, INC.

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
LOOPS								
2-Wire Basic - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire Basic - Additional (Manual/Fax - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire Basic - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire Basic - Initial (Manual/Fax - Simple)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Initial (CESAR/LEX - Simple)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire Basic - Additional (Manual/Fax - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire Basic - Additional (CESAR/LEX - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire Basic - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
5db Cond. (Assured) - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
5db Cond. (Assured) - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
5db Cond. (Assured) - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
5db Cond. (Assured) - Additional (Manual/Fax - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
5db Cond. (Assured) - Additional (CESAR/LEX - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
5db Cond. (Assured) - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
4-Wire Digital Copper - Initial (Manual/Fax - Complex)	\$63.06	\$49.90	\$53.09	\$47.50	\$104.59	\$13.44	\$0.00	\$0.00
4-Wire Digital Copper - Initial (CESAR/LEX - Complex)	\$35.09	\$21.57	\$24.00	\$19.61	\$104.59	\$13.44	\$0.00	\$0.00
4-Wire Digital Copper - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$104.59	\$13.44	\$0.00	\$0.00
4-Wire Digital Copper - Additional (Manual/Fax - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
4-Wire Digital Copper - Additional (CESAR/LEX - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
4-Wire Digital Copper - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.25	\$10.73	\$0.00	\$0.00
4-Wire Digital Fiber - Initial (Manual/Fax - Complex)	\$63.06	\$49.90	\$53.09	\$47.50	\$108.56	\$17.38	\$0.00	\$0.00
4-Wire Digital Fiber - Initial (CESAR/LEX - Complex)	\$35.09	\$21.57	\$24.00	\$19.61	\$108.56	\$17.38	\$0.00	\$0.00
4-Wire Digital Fiber - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$108.56	\$17.38	\$0.00	\$0.00
4-Wire Digital Fiber - Additional (Manual/Fax - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
4-Wire Digital Fiber - Additional (CESAR/LEX - Complex)	\$3.69	\$3.64	\$1.94	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
4-Wire Digital Fiber - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$61.00	\$14.67	\$0.00	\$0.00
DS3 Loop - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 Loop - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 Loop - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00

Nevada Supplemental Non-Recurring Charges
March 22, 2001

APPENDIX PRICING
SWBT/QUANTUMSHIFT COMMUNICATIONS, INC.

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DSL CAPABLE LOOPS								
2-Wire Dig. ISDN/IDSL - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.66	\$8.54	\$15.43	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (Manual/Fax - Simple)	\$3.69	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (CESAR/LEX - Simple)	\$3.69	\$1.85	\$2.02	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire Dig. ISDN/IDSL - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.53	\$5.75	\$0.00	\$0.00
2-Wire xDSL Loop - Initial (Manual/Fax - Simple)	\$57.53	\$48.94	\$52.25	\$47.42	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	\$29.93	\$21.03	\$24.33	\$19.58	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$18.56	\$8.57	\$15.50	\$0.00
2-Wire xDSL Loop - Add. (Manual/Fax - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	\$3.24	\$1.85	\$2.02	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
2-Wire xDSL Loop - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$12.67	\$5.77	\$0.00	\$0.00
4-Wire xDSL Loop - Initial (Manual/Fax - Simple)	\$63.06	\$49.90	\$53.09	\$47.50	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Initial (CESAR/LEX - Simple)	\$35.09	\$21.57	\$24.00	\$19.61	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.00	\$28.84	\$10.41	\$11.40	\$0.00
4-Wire xDSL Loop - Add. (Manual/Fax - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire xDSL Loop - Add. (CESAR/LEX - Simple)	\$3.69	\$3.64	\$1.94	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
4-Wire xDSL Loop - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$18.95	\$7.43	\$0.00	\$0.00
NETWORK INTERFACE DEVICE								
NID to NID Crossconnect - Simple (Manual/Fax)	\$46.53	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Simple (CESAR/LEX)	\$17.73	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Simple (Mechanized)	\$0.16	\$0.00	\$0.00	\$0.00	\$38.54	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (Manual/Fax)	\$46.53	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (CESAR/LEX)	\$17.73	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Init. (Mechanized)	\$0.16	\$0.00	\$0.00	\$0.00	\$60.32	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (Manual/Fax)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (CESAR/LEX)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
NID to NID Crossconnect - Complex Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$15.01	\$0.00	\$0.00	\$0.00
CROSS CONNECTS TO COLLOCATION CAGE								
Analog/Digital 2-Wire - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 2-Wire - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Nevada Supplemental Non-Recurring Charges
March 22, 2001

APPENDIX PRICING
SWBT/QUANTUMSHIFT COMMUNICATIONS, INC.

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Analog/Digital 4-Wire - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analog/Digital 4-Wire - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PORTS								
2-Wire Basic Port - Initial (Manual/Fax - Simple)	\$51.55	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
2-Wire Basic Port - Initial (CESAR/LEX - Simple)	\$23.84	\$20.03	\$20.43	\$13.96	\$7.82	\$4.09	\$0.04	\$0.00
2-Wire Basic Port - Initial (Mechanized)	\$0.16	\$0.16	\$0.16	\$0.16	\$7.82	\$4.09	\$0.04	\$0.00
2-Wire Basic Port - Additional (Manual/Fax - Simple)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
2-Wire Basic Port - Additional (CESAR/LEX - Simple)	\$2.02	\$1.62	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
2-Wire Basic Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex Port - Initial (Manual/Fax - Simple)	\$69.67	\$47.74	\$47.74	\$41.67	\$7.82	\$4.09	\$0.04	\$0.00
Centrex Port - Initial (CESAR/LEX - Simple)	\$41.96	\$20.03	\$20.03	\$11.33	\$7.82	\$4.09	\$0.04	\$0.00
Centrex Port - Initial (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$7.82	\$4.09	\$0.04	\$0.00
Centrex Port - Additional (Manual/Fax - Simple)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex Port - Additional (CESAR/LEX - Simple)	\$2.02	\$2.02	\$2.02	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$5.80	\$1.99	\$0.04	\$0.00
Centrex System Establishment	\$0.00	\$0.00	\$0.00	\$0.00	\$26.72	\$15.61	\$26.72	\$0.00
ISDN BRI Port - Initial (Manual/Fax - Complex)	\$69.67	\$47.74	\$47.74	\$41.67	\$19.50	\$11.69	\$0.04	\$0.00
ISDN BRI Port - Initial (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$19.50	\$11.69	\$0.04	\$0.00
ISDN BRI Port - Initial (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$19.50	\$11.69	\$0.04	\$0.00
ISDN BRI Port - Additional (Manual/Fax - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN BRI Port - Additional (CESAR/LEX - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
ISDN BRI Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
Analog DID Port - Initial (Manual/Fax - Complex)	\$69.67	\$47.74	\$47.74	\$41.67	\$20.03	\$11.73	\$0.04	\$0.00

Nevada Supplemental Non-Recurring Charges
March 22, 2001

APPENDIX PRICING
SWBT/QUANTUMSHIFT COMMUNICATIONS, INC.

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Analog DID Port - Initial (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$20.03	\$11.73	\$0.04	\$0.00
Analog DID Port - Initial (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$20.03	\$11.73	\$0.04	\$0.00
Analog DID Port - Additional (Manual/Fax - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
Analog DID Port - Additional (CESAR/LEX - Complex)	\$2.02	\$2.02	\$2.02	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
Analog DID Port - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.51	\$3.99	\$0.04	\$0.00
DID Number Block - (Manual/Fax - Complex)	\$69.67	\$47.74	\$47.74	\$41.67	\$27.71	\$18.22	\$0.00	\$0.00
DID Number Block - (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$27.71	\$18.22	\$0.00	\$0.00
DID Number Block - (Mechanized)	\$0.49	\$0.49	\$0.49	\$0.49	\$27.71	\$18.22	\$0.00	\$0.00
VERTICAL FEATURES								
Custom Calling Features - Initial (Manual/Fax - Simple)	\$3.24	\$0.00	\$46.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Initial (CESAR/LEX - Simple)	\$3.24	\$0.00	\$18.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Initial (Mechanized)	\$0.16	\$0.00	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Add. (Manual/Fax - Simple)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Add. (CESAR/LEX - Simple)	\$0.81	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custom Calling Features - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BASIC SWITCHING								
End Office Dedicated (DS1) - Init. (Manual/Fax - Comp.)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.90	\$31.26	\$0.00	\$0.00
End Office Dedicated (DS1) - Init. (CESAR/LEX - Comp.)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.90	\$31.26	\$0.00	\$0.00
End Office Dedicated (DS1) - Init. (Mechanized)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.90	\$31.26	\$0.00	\$0.00
End Office Dedicated (DS1) - Add. (Manual/Fax - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
End Office Dedicated (DS1) - Add. (CESAR/LEX - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
End Office Dedicated (DS1) - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$80.16	\$23.14	\$0.00	\$0.00
Tandem Termination (DS1) - Init. (Manual/Fax - Comp.)	\$80.03	\$53.81	\$0.00	\$44.91	\$103.69	\$30.23	\$0.00	\$0.00
Tandem Termination (DS1) - Init. (CESAR/LEX - Comp.)	\$54.74	\$28.52	\$0.00	\$19.62	\$103.69	\$30.23	\$0.00	\$0.00
Tandem Termination (DS1) - Init. (Mechanized)	\$0.49	\$0.49	\$0.00	\$0.49	\$103.69	\$30.23	\$0.00	\$0.00
Tandem Termination (DS1) - Add. (Manual/Fax - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
Tandem Termination (DS1) - Add. (CESAR/LEX - Comp.)	\$3.24	\$0.81	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
Tandem Termination (DS1) - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$78.84	\$23.14	\$0.00	\$0.00
Switching Establishment	\$277.98	\$133.76	\$187.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INTEROFFICE TRANSMISSION								
Dedicated Transport								
Entrance Facilities								
Voice Grade - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$21.85	\$7.56	\$0.00	\$0.00

Nevada Supplemental Non-Recurring Charges
March 22, 2001

APPENDIX PRICING
SWBT/QUANTUMSHIFT COMMUNICATIONS, INC.

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
Voice Grade - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$21.85	\$7.56	\$0.00	\$0.00
Voice Grade - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$21.85	\$7.56	\$0.00	\$0.00
Voice Grade - Add. (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
Voice Grade - Add. (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
Voice Grade - Add. (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$9.36	\$5.03	\$0.00	\$0.00
DS1 - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$68.87	\$43.77	\$0.00	\$0.00
DS1 - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS1 - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$39.48	\$0.00	\$0.00
DS3 W/Equipment - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$114.90	\$43.48	\$0.00	\$0.00
DS3 W/Equipment - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$114.90	\$43.48	\$0.00	\$0.00
DS3 W/Equipment - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$114.90	\$43.48	\$0.00	\$0.00
DS3 W/Equipment - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 W/Equipment - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 W/Equipment- Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$74.60	\$38.19	\$0.00	\$0.00
DS3 W/O Equipment - Initial (Manual/Fax - Complex)	\$72.75	\$48.15	\$0.00	\$42.48	\$69.10	\$44.79	\$0.00	\$0.00
DS3 W/O Equipment - Initial (CESAR/LEX - Complex)	\$46.65	\$22.25	\$0.00	\$14.77	\$69.10	\$44.79	\$0.00	\$0.00
DS3 W/O Equipment - Initial (Mechanized)	\$0.32	\$0.32	\$0.00	\$0.00	\$69.10	\$44.79	\$0.00	\$0.00
DS3 W/O Equipment - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 W/O Equipment - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
DS3 W/O Equipment- Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$58.41	\$38.39	\$0.00	\$0.00
Dedicated Transport								
Voice Grade - Initial (Manual/Fax - Complex)	\$72.75	\$44.91	\$0.00	\$42.48	\$62.05	\$20.05	\$0.00	\$0.00
Voice Grade - Initial (CESAR/LEX - Complex)	\$46.65	\$18.81	\$0.00	\$14.77	\$62.05	\$20.05	\$0.00	\$0.00
Voice Grade - Initial (Mechanized)	\$0.73	\$0.73	\$0.00	\$0.00	\$62.05	\$20.05	\$0.00	\$0.00
Voice Grade - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
Voice Grade - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
Voice Grade - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$13.65	\$0.00	\$0.00
DS1 - Initial (Manual/Fax - Complex)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.62	\$35.81	\$0.00	\$0.00
DS1 - Initial (CESAR/LEX - Complex)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.62	\$35.81	\$0.00	\$0.00
DS1 - Initial (Mechanized)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.62	\$35.81	\$0.00	\$0.00
DS1 - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS1 - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS1 - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00

Nevada Supplemental Non-Recurring Charges
March 22, 2001

APPENDIX PRICING
SWBT/QUANTUMSHIFT COMMUNICATIONS, INC.

	NON-RECURRING							
	Service Order				Channel Connect			
	Connect	Disconnect	Change	Record	Connect	Disconnect	Change	Record
DS3 - Initial (Manual/Fax - Complex)	\$72.75	\$44.91	\$0.00	\$42.48	\$67.25	\$35.81	\$0.00	\$0.00
DS3 - Initial (CESAR/LEX - Complex)	\$46.65	\$18.81	\$0.00	\$14.77	\$67.25	\$35.81	\$0.00	\$0.00
DS3 - Initial (Mechanized)	\$0.73	\$0.73	\$0.00	\$0.00	\$67.25	\$35.81	\$0.00	\$0.00
DS3 - Additional (Manual/Fax - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS3 - Additional (CESAR/LEX - Complex)	\$5.66	\$2.43	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
DS3 - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$57.35	\$29.97	\$0.00	\$0.00
Dedicated Transport Cross Connects								
2-Wire Voice Grade - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire Voice Grade - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire Voice Grade - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire Voice Grade - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Voice Grade - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Voice Grade - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Voice Grade - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Voice Grade - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (CESAR/LEX - Simple)	\$2.08	\$3.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Initial (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (CESAR/LEX - Simple)	\$0.81	\$0.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS3 to Collocation - Additional (Mechanized)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MULTIPLEXING								
DS1/DS0 (CESAR/LEX - Simple)	\$4.05	\$4.05	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
DS1/DS0 (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$80.12	\$36.13	\$0.00	\$0.00
DS3/DS1 (CESAR/LEX - Simple)	\$4.05	\$4.05	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
DS3/DS1 (Mechanized)	\$0.16	\$0.16	\$0.00	\$0.00	\$84.17	\$36.32	\$0.00	\$0.00
SIGNALING SYSTEM 7 (SS7)								
STP Port - Initial (CESAR/LEX - Complex)	\$41.96	\$20.03	\$20.03	\$11.33	\$123.34	\$43.73	\$0.00	\$0.00
SS7 Link - Initial (CESAR/LEX - Complex)	\$35.09	\$21.57	\$24.00	\$19.61	\$0.00	\$0.00	\$0.00	\$0.00

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
UNBUNDLED NETWORK ELEMENTS				
LOOPS (Includes NID)				
	2-Wire Analog			
	-Zone 1	\$11.77	@	@
	-Zone 2	\$22.64	@	@
	-Zone 3	\$66.25	@	@
	5db Conditioning		@	@
**	-Zone 1	\$6.28	@	@
**	-Zone 2	\$6.28	@	@
**	-Zone 3	\$6.28	@	@
	4-Wire Analog		@	@
	-Zone 1	\$16.48	@	@
	-Zone 2	\$31.08	@	@
	-Zone 3	\$92.13	@	@
	2-wire Digital		@	@
	-Zone 1	\$11.77	@	@
	-Zone 2	\$22.64	@	@
	-Zone 3	\$66.25	@	@
	4-wire Digital		@	@
	-Zone 1	\$16.48	@	@
	-Zone 2	\$31.08	@	@
	-Zone 3	\$92.13	@	@
	DS3 Loop		@	@
**	-Zone 1	\$1,176.48	@	@
**	-Zone 2	\$1,590.01	@	@
**	-Zone 3	ICB	ICB	ICB
	OC 3/3c			
**	Zone 1	\$1,063.38	\$877.35	\$381.76
**	Zone 2	\$1,105.57	\$877.35	\$381.76
**	Zone 3	\$1,169.37	\$877.35	\$381.76
	OC12/12c			
**	Zone 1	\$3,675.06	\$877.35	\$381.76
**	Zone 2	\$3,614.89	\$877.35	\$381.76
**	Zone 3	\$3,201.39	\$877.35	\$381.76
	OC48/48c			
**	Zone 1	\$12,681.00	\$877.35	\$381.76
**	Zone 2	\$14,195.04	\$877.35	\$381.76
**	Zone 3	\$15,322.22	\$877.35	\$381.76
DSL CAPABLE LOOPS				
	2-Wire Digital Loop ISDN/IDSL			
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 1	See 2-Wire Digital	@	@
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 2	See 2-Wire Digital	@	@
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Zone 3	See 2-Wire Digital	@	@
	2-Wire xDSL Loop		@	@
	PSD #1 - 2-Wire xDSL Loop Zone 1	\$11.77	@	@
	PSD #1 - 2-Wire xDSL Loop Zone 2	\$22.64	@	@
	PSD #1 - 2-Wire xDSL Loop Zone 3	\$66.25	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 1	\$11.77	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 2	\$22.64	@	@
	PSD #2 - 2-Wire xDSL Loop Zone 3	\$66.25	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 1	\$11.77	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 2	\$22.64	@	@
	PSD #3 - 2-Wire xDSL Loop Zone 3	\$66.25	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 1	\$11.77	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 2	\$22.64	@	@
	PSD #4 - 2-Wire xDSL Loop Zone 3	\$66.25	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 1	\$11.77	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 2	\$22.64	@	@
	PSD #5 - 2-Wire xDSL Loop Zone 3	\$66.25	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 1	\$11.77	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 2	\$22.64	@	@
	PSD #7 - 2-Wire xDSL Loop Zone 3	\$66.25	@	@
	4-Wire xDSL Loop			
	PSD #3 - 4-Wire xDSL Loop Zone 1	\$16.48	@	@
	PSD #3 - 4-Wire xDSL Loop Zone 2	\$31.08	@	@
	PSD #3 - 4-Wire xDSL Loop Zone 3	\$92.13	@	@
	HFPL Loop			
**	HFPL Loop - Zone 1	\$5.89	N/A	N/A
**	HFPL Loop - Zone 2	\$11.32	N/A	N/A
**	HFPL Loop - Zone 3	\$33.13	N/A	N/A
	Loop Qualification Process (Per Loop)			
	Loop Qualification Process (Per Loop) Mechanized - Zone 1	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Mechanized - Zone 2	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Mechanized - Zone 3	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Manual - Zone 1	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Manual - Zone 2	Not Applicable	\$0.10	Not Applicable
	Loop Qualification Process (Per Loop) Manual - Zone 3	Not Applicable	\$0.10	Not Applicable
**	Loop Qualification Process (Per Loop) Detailed Manual - Zone 1	Not Applicable	TBD	Not Applicable
**	Loop Qualification Process (Per Loop) Detailed Manual - Zone 2	Not Applicable	TBD	Not Applicable
**	Loop Qualification Process (Per Loop) Detailed Manual - Zone 3	Not Applicable	TBD	Not Applicable
	DSL Conditioning Options			
	Removal of Repeaters	N/A	\$83.67	\$83.67
	Incremental Removal of Repeater (> than 17.5 Kft. same location/same cable)	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Repeater (> than 17.5 Kft. same location/different cable)	N/A	\$83.67	\$83.67

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	Removal of Bridged Taps and Repeaters cable)	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Bridged Taps and Repeaters (> than 17.5K same location/different cable)	N/A	\$83.67	\$83.67
	Removal of Bridged Taps	N/A	\$83.67	\$83.67
	Incremental Removal of Bridged Tap (> than 17.5 Kft. same location/same cable)	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Bridged Tap (> than 17.5 Kft. same location/different cable)	N/A	\$83.67	\$83.67
	Removal of Bridged Taps and Load Coils	N/A	\$83.67	\$83.67
	Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft. same location/same cable)	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Load Coil & Bridge Tap (> 17.5Kft. Same location/different cable)	N/A	\$83.67	\$83.67
	Removal of Load Coils	N/A	\$83.67	\$83.67
	Incremental Removal of Load Coil (> than 17.5 Kft. same location/same cable)	N/A	\$83.67	\$83.67
	Incremental Additional Removal of Load Coil (> than 17.5 Kft. same location/different cable)	N/A	\$83.67	\$83.67
	NETWORK INTERFACE DEVICE (NID)			
	NID Crossconnect	\$0.44	@	@
	Cross Connects to Collocation Cage			
**	Analog 2-wire	\$0.40	@	@
**	Analog 4-wire	\$0.79	@	@
**	Digital 2-wire	\$1.48	@	@
**	Digital 4-wire	\$2.98	@	@
**	2 Wire ADSL Shielded Cross connect to Collocation	\$0.57	@	@
**	2-Wire DSL Non-Shielded Cross Connect to Collocation	\$0.24	@	@
**	4-Wire DSL Non-Shielded Cross Connect to Collocation	\$0.47	@	@
**	#HFPL Cross Connect - CLEC Owned	\$0.49	\$120.98	\$68.43
**	#HFPL Cross Connect - SBC Owned	\$0.49	\$138.54	\$80.39
**	DS3 C.O. Cross Connect to Collocation	\$28.98	@	@
**	OC3/3C	\$3.39	\$32.19	\$32.19
**	OC12/12C	\$3.39	\$32.19	\$32.19
**	OC48/48C	\$3.39	\$32.19	\$32.19
	#The price assumes all Central Office cross-connects required to provision the HFPL product			
	HFPL OSS Charge			
**	HFPL OSS Charge - per line	\$0.72	N/A	N/A
	HFPL (LST)			
	Line & Station Transfer	N/A	TBD	TBD
	Sub-loop Unbundling			
**	MDF to ECS Subloop Charge 2-Wire Analog Zone 1	\$4.58	N/A	N/A
**	MDF to ECS Subloop Charge 2-Wire Analog Zone 2	\$4.54	N/A	N/A
**	MDF to ECS Subloop Charge 2-Wire Analog Zone 3	\$9.15	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire Analog Zone 1	\$5.00	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire Analog Zone 2	\$5.01	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire Analog Zone 3	\$9.76	N/A	N/A
**	MDF to Term Subloop Charge 2-Wire Analog Zone 1	\$10.97	N/A	N/A
**	MDF to Term Subloop Charge 2-Wire Analog Zone 2	\$15.50	N/A	N/A
**	MDF to Term Subloop Charge 2-Wire Analog Zone 3	\$28.45	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 1	\$0.45	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 2	\$0.52	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire Analog Zone 3	\$0.75	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 1	\$6.42	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 2	\$11.02	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire Analog Zone 3	\$19.44	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 1	\$6.46	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 2	\$11.04	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire Analog Zone 3	\$19.48	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 1	\$6.40	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 2	\$10.96	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire Analog Zone 3	\$19.30	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 1	\$6.42	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 2	\$11.00	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire Analog Zone 3	\$19.32	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 1	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 2	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire Analog Zone 3	\$0.15	N/A	N/A
**	MDF to ECS Subloop Charge 4-Wire Analog Zone 1	\$11.09	N/A	N/A
**	MDF to ECS Subloop Charge 4-Wire Analog Zone 2	\$11.95	N/A	N/A
**	MDF to ECS Subloop Charge 4-Wire Analog Zone 3	\$23.25	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire Analog Zone 1	\$11.94	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire Analog Zone 2	\$12.89	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire Analog Zone 3	\$24.46	N/A	N/A
**	MDF to Term Subloop Charge 4-Wire Analog Zone 1	\$23.89	N/A	N/A
**	MDF to Term Subloop Charge 4-Wire Analog Zone 2	\$33.90	N/A	N/A
**	MDF to Term Subloop Charge 4-Wire Analog Zone 3	\$61.85	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 1	\$0.87	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 2	\$0.99	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire Analog Zone 3	\$1.35	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 1	\$12.82	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 2	\$21.98	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire Analog Zone 3	\$38.74	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 1	\$12.88	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 2	\$22.04	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire Analog Zone 3	\$38.80	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 1	\$12.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 2	\$21.93	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire Analog Zone 3	\$38.59	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 1	\$12.84	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 2	\$21.99	N/A	N/A

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
**	SAI/FDI to NID Subloop Charge 4-Wire Analog Zone 3	\$38.65	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 1	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 2	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire Analog Zone 3	\$0.29	N/A	N/A
	MDF to ECS Subloop Charge 2-Wire DSL Zone 1	TBD	N/A	N/A
	MDF to ECS Subloop Charge 2-Wire DSL Zone 2	TBD	N/A	N/A
	MDF to ECS Subloop Charge 2-Wire DSL Zone 3	TBD	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire DSL Zone 1	\$4.47	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire DSL Zone 2	\$3.75	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 2-Wire DSL Zone 3	\$5.27	N/A	N/A
**	MDF to Term Subloop Charge 2-Wire DSL Zone 1	\$9.82	N/A	N/A
**	MDF to Term Subloop Charge 2-Wire DSL Zone 2	\$12.96	N/A	N/A
**	MDF to Term Subloop Charge 2-Wire DSL Zone 3	\$17.24	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 1	\$0.41	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 2	\$0.46	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 2-Wire DSL Zone 3	\$0.64	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 1	\$6.33	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 2	\$10.78	N/A	N/A
**	ECS to Term Subloop Charge 2-Wire DSL Zone 3	\$17.97	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire DSL Zone 1	\$6.36	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire DSL Zone 2	\$10.82	N/A	N/A
**	ECS to NID Subloop Charge 2-Wire DSL Zone 3	\$17.99	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 1	\$6.33	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 2	\$10.78	N/A	N/A
**	SAI/FDI to Term Subloop Charge 2-Wire DSL Zone 3	\$17.97	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 1	\$6.36	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 2	\$10.82	N/A	N/A
**	SAI/FDI to NID Subloop Charge 2-Wire DSL Zone 3	\$17.99	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 1	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 2	\$0.15	N/A	N/A
**	Term to NID Subloop Charge 2-Wire DSL Zone 3	\$0.15	N/A	N/A
	MDF to ECS Subloop Charge 4-Wire DSL Zone 1	TBD	N/A	N/A
	MDF to ECS Subloop Charge 4-Wire DSL Zone 2	TBD	N/A	N/A
	MDF to ECS Subloop Charge 4-Wire DSL Zone 3	TBD	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire DSL Zone 1	\$8.94	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire DSL Zone 2	\$7.52	N/A	N/A
**	MDF to SAI/FDI Subloop Charge 4-Wire DSL Zone 3	\$10.54	N/A	N/A
**	MDF to Term Subloop Charge 4-Wire DSL Zone 1	\$19.65	N/A	N/A
**	MDF to Term Subloop Charge 4-Wire DSL Zone 2	\$25.92	N/A	N/A
**	MDF to Term Subloop Charge 4-Wire DSL Zone 3	\$34.48	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 1	\$0.84	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 2	\$0.93	N/A	N/A
**	ECS to SAI/FDI Subloop Charge 4-Wire DSL Zone 3	\$1.26	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 1	\$12.67	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 2	\$21.58	N/A	N/A
**	ECS to Term Subloop Charge 4-Wire DSL Zone 3	\$35.94	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 1	\$12.73	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 2	\$21.64	N/A	N/A
**	ECS to NID Subloop Charge 4-Wire DSL Zone 3	\$36.00	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 1	\$12.67	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 2	\$21.58	N/A	N/A
**	SAI/FDI to Term Subloop Charge 4-Wire DSL Zone 3	\$35.94	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 1	\$12.73	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 2	\$21.64	N/A	N/A
**	SAI/FDI to NID Subloop Charge 4-Wire DSL Zone 3	\$36.00	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 1	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 2	\$0.29	N/A	N/A
**	Term to NID Subloop Charge 4-Wire DSL Zone 3	\$0.29	N/A	N/A
**	MDF to ECS Subloop Charge 2-Wire ISDN Zone 1	\$8.00	N/A	N/A
**	MDF to ECS Subloop Charge 2-Wire ISDN Zone 2	\$9.86	N/A	N/A
**	MDF to ECS Subloop Charge 2-Wire ISDN Zone 3	\$24.38	N/A	N/A
	MDF to SAI Subloop Charge 2-Wire ISDN Zone 1	TBD		
	MDF to SAI Subloop Charge 2-Wire ISDN Zone 2	TBD		
	MDF to SAI Subloop Charge 2-Wire ISDN Zone 3	TBD		
	MDF to Term Subloop Charge 2-Wire ISDN Zone 1	TBD		
	MDF to Term Subloop Charge 2-Wire ISDN Zone 2	TBD		
	MDF to Term Subloop Charge 2-Wire ISDN Zone 3	TBD		
**	MDF to RT Subloop Charge-DS1 Zone 1	\$49.13	N/A	N/A
**	MDF to RT Subloop Charge-DS1 Zone 2	\$53.81	N/A	N/A
**	MDF to RT Subloop Charge-DS1 Zone 3	\$67.88	N/A	N/A
**	MDF to RT Subloop Charge-DS3 Zone 1	\$1,153.76	N/A	N/A
**	MDF to RT Subloop Charge-DS3 Zone 2	\$1,549.56	N/A	N/A
**	MDF to RT Subloop Charge-DS3 Zone 3	N/A	N/A	N/A
Sub-loop Unbundling Cross Connect				
	Subloop Cross Connect 2-Wire Analog Central Office Originating	N/A	\$220.86	\$105.40
	Subloop Cross Connect 2-Wire Analog Non-Central Office Originating	N/A	\$275.96	\$136.01
	Subloop Cross Connect 4-Wire Analog Central Office Originating	N/A	\$266.16	\$106.62
	Subloop Cross Connect 4-Wire Analog Non-Central Office Originating	N/A	\$343.30	\$137.24
	Subloop Cross Connect 2-Wire DSL Central Office Originating	N/A	\$264.94	\$105.40
	Subloop Cross Connect 2-Wire DSL Non-Central Office Originating	N/A	\$342.07	\$136.01
	Subloop Cross Connect 4-Wire DSL Central Office Originating	N/A	\$266.16	\$106.62
	Subloop Cross Connect 4-Wire DSL Non-Central Office Originating	N/A	\$343.30	\$137.24
	Subloop Cross Connect 2-Wire Digital (ISDN) Central Office Originating	N/A	\$318.60	\$123.98
	Subloop Cross Connect 2-Wire Digital (ISDN) Non-Central Office Originating	N/A	\$395.75	\$154.58
	Subloop Cross Connect DS1 Central Office Originating	N/A	\$1,049.98	\$511.14
	Subloop Cross Connect DS1 Non-Central Office Originating	N/A	\$686.17	\$277.73
	Subloop Cross Connect DS3 Central Office Originating	N/A	\$1,272.35	\$588.18
	Subloop Cross Connect DS3 Non-Central Office Originating	N/A	\$1,018.94	\$401.90
Cross Connects to Point of Access (POA)				
Analog Loop to POA				
	2-Wire			
**	Method 1	\$0.40	\$145.31	\$104.33
**	Method 2	\$0.40	\$145.31	\$104.33
**	Method 3	\$0.40	\$145.31	\$104.33
	4-Wire			
**	Method 1	\$0.79	\$161.81	\$116.91

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NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
**	Method 2	\$0.79	\$161.81	\$116.91
**	Method 3	\$0.79	\$161.81	\$116.91
Digital Loop to Point of Access				
2-Wire				
**	Method 1	\$1.48	\$145.31	\$104.33
**	Method 2	\$1.48	\$145.31	\$104.33
**	Method 3	\$1.48	\$145.31	\$104.33
4-Wire				
**	Method 1	\$2.98	\$161.81	\$116.91
**	Method 2	\$2.98	\$161.81	\$116.91
**	Method 3	\$2.98	\$161.81	\$116.91
Switch Ports to Point of Access				
Analog Line Port				
**	Method 1	\$0.40	\$145.31	\$104.33
**	Method 2	\$0.40	\$145.31	\$104.33
**	Method 3	\$0.40	\$145.31	\$104.33
ISDN BRI Line Port				
**	Method 1	\$0.40	\$145.31	\$104.33
**	Method 2	\$0.40	\$145.31	\$104.33
**	Method 3	\$0.40	\$145.31	\$104.33
ISDN PRI Trunk Port				
**	Method 1	\$0.79	\$161.81	\$116.91
**	Method 2	\$0.79	\$161.81	\$116.91
**	Method 3	\$0.79	\$161.81	\$116.91
Unbundled Dedicated Transport to Point of Access				
DS1				
**	Method 1	\$22.95	\$202.12	\$147.47
**	Method 2	\$22.95	\$202.12	\$147.47
**	Method 3	\$22.95	\$202.12	\$147.47
LOCAL SWITCHING CAPABILITY				
Ports				
Analog Line Port				
	-Zone 1 & 2 - Metro	\$1.63	@	@
	-Zone 3 - Outstate	\$1.63	@	@
Centrex Port				
	-Zone 1 & 2 - Metro	\$1.63	@	@
	-Zone 3 - Outstate	\$1.63	@	@
Centrex System Establishment - Per System				
	-Zone 1 & 2 - Metro	N/A	@	@
	-Zone 3 - Outstate	N/A	@	@
Centrex System Establishment - Per Line				
	-Zone 1 & 2 - Metro	N/A	@	@
	-Zone 3 - Outstate	N/A	@	@
ISDN BRI Port				
**	-Zone 1 & 2 - Metro	\$21.67	@	@
**	-Zone 3 - Outstate	\$13.24	@	@
Analog DID Trunk Port				
	-Zone 1 & 2 - Metro	\$ 0.000292	@	@
	-Zone 3 - Outstate	\$ 0.000292	@	@
ISDN PRI Port				
**	-Zone 1 & 2 - Metro	\$261.20	\$406.28	\$406.28
**	-Zone 3 - Outstate	\$271.98	\$371.29	\$371.29
DID Number Block (per 100 numbers)				
**	-Zone 1 & 2 - Metro	\$ -	@	@
**	-Zone 3 - Outstate	\$ -	@	@
Vertical Features				
Call Forwarding Variable				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Hunting -Business				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Busy Call Forwarding				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Delayed Call Forwarding				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Call Waiting				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Three Way Calling				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Call Screen				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Message Waiting Indicator				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Repeat Dialing				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Call Return				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Call Forwarding Busy/Delay				
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
Remote Access to Call Forwarding				
	-Zone 1 & 2 - Metro	\$ -	@	@

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NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	-Zone 3 - Outstate	\$ -	@	@
	Intercomm +			
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
	Speed Calling 8			
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
	Speed Calling 30			
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
	Priority Ringing			
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
	Call Trace			
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
	Caller ID			
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
	Per Line Blocking			
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
	Per Call Blocking			
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
	Blocked Call Rejection			
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
	Simplified Message Desk Interface (per line)			
	-Zone 1 & 2 - Metro	\$ -	@	@
	-Zone 3 - Outstate	\$ -	@	@
	Basic Switching Functions			
	End office - Switching			
	MOU	\$0.001610	NA	NA
	Tandem Switching			
	MOU	\$0.001710	NA	NA
	Switching Establishment			
	-Customized Routing Switch Service Establishment DA, OA, and DA&OA Trunk Groups - Statewide	N/A	@	@
	Customized Routing	ICB	ICB	ICB
	INTEROFFICE TRANSMISSION			
	Common Transport			
	Statewide			
	Fixed Per MOU	\$0.007270	NA	NA
	Shared Transport			
	Statewide			
	Fixed Per MOU	\$0.007210	NA	NA
	Dedicated Transport			
	- Entrance Facilities			
**	DS-1 Zone 1	\$85.70	@	@
**	Zone 2	\$99.35	@	@
**	Zone 3	\$137.60	@	@
**	DS-3 Zone 1	\$427.28	@	@
**	Zone 2	\$491.85	@	@
**	Zone 3	N/A	@	@
	- DS0 Interoffice Transport			
	Statewide		@	@
	Fixed (per termination)	\$122.34	@	@
	- DS1 Interoffice Transport			
	Statewide		@	@
	Fixed (per termination)	\$ 618.91	@	@
	- DS3 Interoffice Transport			
	Statewide		@	@
	Fixed (per termination)	\$ 12,212.73	@	@
	- Dedicated Transport Cross Connects			
**	2 Wire Voice Grade	\$1.48	@	@
**	4 Wire Voice Grade	\$2.98	@	@
**	DS1 to Collocation	\$22.98	@	@
**	DS3 to Collocation	\$29.47	@	@
	MULTIPLEXING			
**	DS1 / Voice Grade	\$265.89	@	@
**	DS3 / DS1	\$673.94	@	@
	Dark Fiber			
**	Dark Fiber - Interoffice per strand Zone 1	\$40.67	\$1,770.40	N/A
**	Dark Fiber - Interoffice per strand Zone 2	\$40.67	\$2,021.02	N/A
	Dark Fiber - Interoffice per strand Zone 3	N/A	N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 1	\$0.003796	N/A	N/A
**	Dark Fiber - Interoffice per foot Zone 2	\$0.005109	N/A	N/A
	Dark Fiber - Interoffice per foot Zone 3	N/A	N/A	N/A
**	Dark Fiber Loop - CO to Customer Prem-per strand Zone 1	\$31.31	\$885.52	N/A
**	Dark Fiber Loop - CO to Customer Prem-per strand Zone 2	\$31.31	\$950.65	N/A
	Dark Fiber Loop - CO to Customer Prem-per strand Zone 3	N/A	N/A	N/A
**	Dark Fiber Loop - CO to Customer, per foot Zone 1	\$0.003796	N/A	N/A
**	Dark Fiber Loop - CO to Customer, per foot Zone 2	\$0.005109	N/A	N/A
	Dark Fiber Loop - CO to Customer, per foot Zone 3	N/A	N/A	N/A
**	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand Zone 1	\$31.31	\$885.52	N/A
**	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand Zone 2	\$31.31	\$950.65	N/A
	Dark Fiber Subloop - CO to CEV/Hut/RT-per strand Zone 3	N/A	N/A	N/A

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NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
**	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 1	\$0.003796	N/A	N/A
**	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 2	\$0.005109	N/A	N/A
	Dark Fiber Subloop - CO to CEV/Hut/RT per foot Zone 3	N/A	N/A	N/A
**	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand Zone 1	\$31.31	\$928.84	N/A
**	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand Zone 2	\$31.31	\$975.41	N/A
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per strand Zone 3	N/A	N/A	N/A
**	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 1	\$0.003796	N/A	N/A
**	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 2	\$0.005109	N/A	N/A
	Dark Fiber Subloop - CEV/Hut/RT to EU Prem per foot Zone 3	N/A	N/A	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 1	\$4.19	\$154.70	N/A
**	Dark Fiber Cross Connect - Interoffice Zone 2	\$4.19	\$154.70	N/A
	Dark Fiber Cross Connect - Interoffice Zone 3	N/A	N/A	N/A
**	Dark Fiber Cross Connect - Loop/Subloop Zone 1	\$2.22	\$100.55	N/A
**	Dark Fiber Cross Connect - Loop/Subloop Zone 2	\$2.22	\$100.55	N/A
	Dark Fiber Cross Connect - Loop/Subloop Zone 3	N/A	N/A	N/A
**	Dark Fiber Cross Connect - Subloop Zone 1	\$2.22	\$123.76	N/A
**	Dark Fiber Cross Connect - Subloop Zone 2	\$2.22	\$123.76	N/A
	Dark Fiber Cross Connect - Subloop Zone 3	N/A	N/A	N/A
	Dark Fiber - Loop Inquiry Zone 1	N/A	\$72.22	N/A
	Dark Fiber - Loop Inquiry Zone 2	N/A	\$72.22	N/A
	Dark Fiber - Loop Inquiry Zone 3	N/A	N/A	N/A
	Dark Fiber - Sub Loop Inquiry Zone 1	N/A	\$72.22	N/A
	Dark Fiber - Sub Loop Inquiry Zone 2	N/A	\$72.22	N/A
	Dark Fiber - Sub Loop Inquiry Zone 3	N/A	N/A	N/A
	Dark Fiber - Interoffice Inquiry Zone 1	N/A	\$447.77	N/A
	Dark Fiber - Interoffice Inquiry Zone 2	N/A	\$447.77	N/A
	Dark Fiber - Interoffice Inquiry Zone 3	N/A	N/A	N/A
NETWORK RECONFIGURATION SERVICE (Digital Cross-Connect System)				
**	DSO DCS Port - Statewide	\$24.16	\$187.61	
**	DS1 DCS Port - Statewide	\$49.91	\$207.35	
**	DS3 DCS Port - Statewide	\$279.84	\$207.35	
	DCS Establishment Charge, per Database Setup	N/A	\$2,510.82	N/A
	Database Modification Charge, per request	N/A	\$122.23	N/A
	Reconfiguration Charge, per Crossconnect, per request	N/A	\$0.08	N/A
SIGNALING SYSTEM 7 (SS7) & DATABASES				
**	STP Port	\$48,889.37	@	@
	SS7 Link	\$ 21.75	N/A	N/A
**	STP to Collocators Cage DS0	\$69.70	\$176.17	\$126.10
**	STP to Collocators Cage DS1	\$38.20	\$217.39	\$162.74
**	STP to Nevada Bell Trunk Distributing Frame	\$69.70	\$176.17	\$126.10
**	STP to Nevada Bell DSX Frame	\$38.20	\$217.39	\$162.74
	SS7 Signaling			
**	Point Code Addition	N/A	\$173.26	\$123.76
**	Global Title Translation Addition	N/A	\$123.76	\$99.01
	800 Database			
	per query	\$0.0040	N/A	N/A
	LIDB	\$0.0040	N/A	N/A
SERVICE ORDER (does not apply to the rate elements listed on the "Nevada Supplemental Non-Recurring Charges" price list)				
	Simple Manual			
	New	N/A	\$ 49.80	N/A
	Disconnect	N/A	\$ 45.09	N/A
	Change	N/A	\$ 48.50	N/A
	Record	N/A	\$ 33.54	N/A
	Complex Manual			
	New	N/A	\$ 113.82	N/A
	Disconnect	N/A	\$ 42.40	N/A
	Change	N/A	\$ 100.17	N/A
	Record	N/A	\$ 33.64	N/A
	Electronic Simple			
	All	N/A	\$ 6.55	N/A
RECIPROCAL COMPENSATION-LOCAL TRAFFIC TERMINATION		USAGE		
	End Office Local Termination- Interoffice - Terminating			
	Set up charge, per call	\$ 0.003110		
	Duration charge, per MOU	\$ 0.002506		
	Tandem Switching - Shared Transport			
	Set up charge, per call	\$ 0.002658		
	Duration charge, per MOU	\$ 0.001261		
	Switched Transport - Common			
	Fixed Mileage per MOU (Fixed Mileage)	\$ 0.000305		
	Variable Mileage per MOU per Mile (Variable Mileage)	\$ 0.000019		
	TRANSITING-LOCAL TRAFFIC			
	Per MOU	\$0.008980		
OTHER				
OS/DA [Non-UNE]				
Directory Assistance				
	Rate per call	\$ 0.37000	NA	
	Express Call Completion Rate Per Call	\$ 0.15000	NA	
	Directory Assistance (nationwide listing service) Rate Per Call	N/A	NA	
	Branding - Facility Based			
	- Initial Load	NA	\$ 1,800.00	
	- Subsequent Load	NA	\$ 1,800.00	
	Call Set-up Rate per attempted or completed ECCS call	\$ 0.0057	NA	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	Directory Assistance-Facilities Based Rate Reference-Initial Load	NA	\$ 2,200.00	
	Directory Assistance-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load	NA	\$ 1,000.00	
	Directory Assistance Listing Information Services			
	per listing for Initial load	\$ 0.086615	NA	
	per listing for subsequent updates	\$ 0.086615	NA	
	Lata-Wide Call Completion			
	Rate per MOU for each completed ECCS call	\$ 0.0120	NA	
	Operator Services			
	Fully Automated Call Processing			
	Rate per completed automated call	\$ 0.15	NA	
	Operator Assisted Call Processing (Per work second)	\$ 0.03000	NA	
	Branding - Facility Based			
	- Initial Load	NA	\$ 1,800.00	
	- Subsequent Load	NA	\$ 1,800.00	
	Call Set-up Rate per attempted or completed ECCS call	\$ 0.0057	NA	
	Operator Services-Facilities Based Rate Reference-Initial Load	NA	\$ 2,200.00	
	Operator Services-Facilities Based Rate Reference-Subsequent Rater Load or Reference Load	NA	\$ 1,000.00	
	MISCELLANEOUS			
	Lata-Wide Call Completion			
	Rate per MOU for each completed ECCS call	\$ 0.0120	NA	
	Local Exchange Routing Guide (LERG) Per NXX	NA	NA	
	NXX Migration			
	Migration charge/NXX	NA	NA	
	Intercompany Terminating Compensation			
	Port Charge (Residence)	\$ 1.25	NA	
	Port Charge (Business)	\$ 1.75	NA	
	Slamming investigation fee	NA	NA	
	Local disconnect Report (LDR)	\$ 0.10	NA	
	Per WTN			
	Message Exchange			
	ME 3rd Party Host--Facility CLEC			
	CLEC Billing Charge (per message)	\$ 0.05		
	Nevada Billing Charge (per message)	\$ 0.05		
	Nevada Settlement Charge (per message)	\$ 0.16		
	ME PB Host--Facility CLEC			
	Set-Up Charge			\$8,500.00
	Nevada Monthly Charge	\$1,200.00		
	Nevada Message Processing Rate (per message)	\$0.014		
	Nevada Replacement Tape Fee (per tape)	\$ 50.00		
	Nevada Consulting/Training Fee (per hour)	\$80.00		
	LEC Billing Rate	ICB		
	CLEC Billing Rate (per message)	\$0.05		
	ME 3rd Party or No Host--Resale/UNE CLEC			
	CLEC Billing Charge (per message)	\$ 0.05		NA
	Nevada Settlement Charge (per message)	\$ 0.16		
	ME PB Host--Resale/UNE CLEC			
	Set-Up Charge			\$4,250.00
	Nevada Monthly Charge	\$600.00		
	Nevada Message Processing Rate (per message)	\$0.014		
	Nevada Message Packaging Rate (per message)	\$0.011		
	Nevada Replacement Tape Fee (per tape)	\$ 50.00		
	Nevada Consulting/Training Fee (per hour)	\$80.00		
	LEC Billing Rate	ICB		
	CLEC Billing Rate (per message)	\$0.05		
	MAINTENANCE OF SERVICE CHARGES		First Half-Hour	Each Addl. Half-Hour
	Basic Time	N/A	\$62.64	\$34.11
	Overtime	N/A	\$69.14	\$40.61
	Premium Time	N/A	\$94.22	\$47.10
	TIME & MATERIAL CHARGES		First Half-Hour	Each Addl. Half-Hour
	Basic Time	N/A	\$55.03	\$34.11
	Overtime	N/A	\$61.53	\$40.61
	Premium Time	N/A	\$68.04	\$47.10
	Poles and Duct (Structure)	Annual		
	Poles (\$/attachment/yr.)*	\$ 1.26		
	Per Foot Conduit Occupancy Fees			
	Inner Duct (\$/ft/yr.)	\$ 0.87		
	Full Duct (\$/ft/yr)	\$ 0.87		
	Contract Administration Fee		Non recurring	
	Administrative Record-Keeping Fee		\$ 125.00	
			\$ 125.00	
	*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.			
	All Non-Recurring Charges are final prices (PUCN docket nos. 99-12033 & 00-4001)			

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TELEPHONE COMPANY
Monthly Recurring
November 7, 2002

APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
@	See Supplemental Rate Sheet for Non-Recurring Charges			
**	The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.			
OTHER RESALE		Resale Discounts		
		Recurring	Non recurring	
	Universal Lifeline Service			
	- Rates and Charges			
	- Rate per month for each ULS access line:			
	- Individual Line Flat Rate Lifeline Res. Service	18.05%	NA	
	- Two-Party Line Flat Rate Lifeline Res. Service	18.05%	NA	
	- Individual Line Standard Measured Lifeline	18.05%	NA	
	Residence Service	18.05%		

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- Individual Line Low Use Measured Lifeline	18.05%	NA	
	Residence Service	18.05%		
	- Suburban Primary Station Lifeline Residence	18.05%	NA	
	Service	18.05%		
	- Farmer Line Lifeline Residence Service	18.05%	NA	
	Call Restriction			
	- Rates and Charges			
	- each residence exchange line	18.05%	NA	
	- each trunk and business exchange line	18.05%	NA	
	900 Call Blocking			
	- Rates and Charges			
	- Add 900 Call Blocking- Residence			
	- Call Blocking			
	- Individual Line Flat Rate Residence Service			
	- Subsequent Request	NA	18.05%	
	- Individual Line Measured Rate Res. Service			
	- Subsequent Request	NA	18.05%	
	- Add 900 Call Blocking- Business			
	- Call Blocking			
	- Business Service Flat Rate			
	- per line	NA	18.05%	
	-Call Blocking			
	- Business Service Measured Rate			
	- per line	NA	18.05%	
	Listing Services			
	- Rates and Charges			
	- Additional Listings and Lines of Information			
	- Listing Type			
	- Each business listing	18.05%	NA	
	- Any individual residing at a residence, listed			
	at the residence, each listing	18.05%	NA	
	- Listing of guest of hotel, each listing	18.05%	NA	
	- Reference to service of same subscriber,			
	each listing	18.05%	NA	
	- Reference to service of another subscriber,	18.05%		
	each listing	18.05%	NA	
	- Other information in addition to a listing,	18.05%		
	each line	18.05%	NA	
	- Non-Published Service	18.05%		
	- Each Service	18.05%	NA	
	OS/DA Reseller			
	OS/DA Reseller Branding - Initial Load/Subsequent Load	NA	\$ 1,800.00	
	OS/DA Reseller Rate Reference - Initial Load	NA	\$ 2,200.00	
	OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	NA	\$ 1,000.00	
	RESALE			
	Elements for new and additional service,			
	move and changes and in place			
	connections. (BUSINESS)			
	- Service Ordering Charge, per customer request:			
	- Connecting new or additional central office line	18.05%	NA	
	- Move/chg. svc./equip., or add new or additional	18.05%	NA	
	svc./equip. (other than central office line)			
	- Move/chg. svc./equip. or add new or additional	18.05%	NA	
	svc./equip. associated with CCS or CC2000 ftrs.			
	- Central Office Line Connection Charge, per line:			
	- Local Central Office	18.05%	NA	
	- Contiguous Foreign Exchg./Foreign Prefix Svc.	18.05%	NA	
	- Noncontiguous Foreign Exchange	18.05%	NA	
	- Premises Visit Charge- each visit	18.05%	NA	
	Elements for new and additional service,			
	move and changes and in place			
	connections. (RESIDENCE)			
	- Service Ordering Charge, per customer request:	18.05%	NA	
	- Connecting new or additional central office line	18.05%	NA	
	- Move/chg. svc./equip., or add new or additional			
	svc./equip. (other than central office line)	18.05%	NA	
	- Move/chg. svc./equip., or add new or additional			
	svc./equip. associated with CCS or CC2000 ftrs			
	- Central Office Line Connection Charge, per line:	18.05%	NA	
	- Local Central Office ¹	18.05%	NA	
	- Contiguous Foreign Exchg./Foreign Prefix Svc.	18.05%	NA	
	- Noncontiguous Foreign Exchange	18.05%	NA	
	Other Equipment and Facilities			
	- Charges for moving, rearranging, or changing of			
	equip., apparatus, or facilities, other than provided			
	in this Section, will be an amount equal to the cost of			
	labor and material.	0%	NA	
	MOVE AND CHANGE CHARGES			
	Cust. requested Number Chg. (BUSINESS)			
	- First Primary Service Line of each account	NA	18.05%	
	- Each Additional Primary Service Line of same			
	account on same order	NA	18.05%	
	Cust. requested Number Chg. (RESIDENCE)			
	- First Primary Service Line of each account	NA	18.05%	
	- Each Additional Primary Service Line of same			

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	account on same order	NA	18.05%	
	SERVICE CONNECTION CHARGES			
	New and Additional Complex Business Svc.			
	- Primary Service, each line:			
	- Local and Extended Area Service			
	- TAS trunk line service or Answering line	NA	18.05%	
	- Tie line (same premises)	NA	18.05%	
	- Custom Data Service, each line	NA	18.05%	
	- Foreign Exchange Service, Contiguous, each line			
	- TAS trunk line service or Answering lines	NA	18.05%	
	- Foreign Exchange Svc., Noncontiguous, each line			
	- TAS trunk line service or Answering lines	NA	18.05%	
	- Foreign Prefix Svc. in same exchange, each line			
	- TAS trunk line service or Answering lines	NA	18.05%	
	- Extension Line; PBX, Horizon, ACD and TAS			
	Station Line Service; Secretarial Line Service:			
	- Off-premises, in the same bldg. or different bldg. on continuous property			
	- Extension Line	NA	18.05%	
	- PBX, TAS, Horizon, or ACD Line	NA	18.05%	
	- Secretarial Line	NA	18.05%	
	- Off-premises, on noncontinuous property in the same central office serving area, each line			
	- Extension Line	NA	18.05%	
	- PBX, TAS, ACD, or Horizon line	NA	18.05%	
	- Tie line	NA	18.05%	
	- Secretarial line, Extension of an individual access line or trunk	NA	18.05%	
	- Secretarial Line, Extension of a PBX line, ACD line or Horizon line	NA	18.05%	
	- Off-premises in a different central office serving area in the same exchange or contiguous Foreign Exchange Area, each line			
	- Extension line	NA	18.05%	
	- PBX, TAS, ACD, Horizon line or Tie line	NA	18.05%	
	- Secretarial line - Extension of an individual access line or trunk	NA	18.05%	
	- Secretarial line - Extension of a PBX line, ACD line or Horizon line	NA	18.05%	
	New and Additional Complex Residence Service			
	- Primary Service, each line:			
	- Local and Extended Area Service			
	- Individual access line, Trunk line service	NA	18.05%	
	- Custom Data Service, each line	NA	18.05%	
	- Foreign Exchange Service, Contiguous, each line			
	- Individual access line, Trunk line service	NA	18.05%	
	- Foreign Exchange Svc., Noncontiguous, each line			
	- Individual access line, Trunk line service	NA	18.05%	
	- Foreign Prefix Svc. in same exchange, each line			
	- Individual access line, Trunk line service	NA	18.05%	
	- Extension Line; PBX Primary Line; Secretarial Line Service			
	- On and off premises in the same bldg. or different bldg. on continuous property, each line			
	- Extension line	NA	18.05%	
	- PBX line	NA	18.05%	
	- Secretarial line	NA	18.05%	
	- Off-premises on noncontinuous property in the same central office service area, each line			
	- Extension line	NA	18.05%	
	- PBX line	NA	18.05%	
	- Secretarial line	NA	18.05%	
	- Off-premises in a different central office serving area in the same exchange or contiguous foreign exchange area, each line			
	- Extension line	NA	18.05%	
	- PBX line	NA	18.05%	
	- Secretarial line	NA	18.05%	
	EXCHANGE SERVICES			
	FOREIGN EXCHANGE (FX) SERVICES			
	Foreign Exchange Rates and Charges			
	- Foreign Exchange Mileage Rate			
	- Each one-half mile or fraction thereof-			
	- Each individual flat rate PBX business trunk	18.05%	NA	
	- Each individual flat rate line primary station-Res. and Bus.	18.05%	NA	
	LOCAL EXCHANGE SERVICES			
	Measured Rate Service			
	- Local Exchange Measured Rate Service			
	- Rates and Charges			

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- Rate per month for each primary individual line service (for all Nevada Bell exchanges unless otherwise noted):			
	- Individual Measured Res. or Bus. Service	18.05%	NA	
	- Individual Measured Business Service	18.05%	NA	
	- Individual Standard Measured Residence Svc.	18.05%	NA	
	- Individual Low Use Measured Residence Svc.	18.05%	NA	
	- Usage rate schedule			
	- The day rate applies to the following:			
	- Initial minute	18.05%	NA	
	- Additional minute	18.05%	NA	
	- The evening rate applies to the following:			
	- Initial minute	18.05%	NA	
	- Additional minute	18.05%	NA	
	- The night rate applies to the following:			
	- Initial minute	18.05%	NA	
	- Additional minute	18.05%	NA	
	- Switched 56 Data Service			
	- Rates and Charges			
	- Each SW-56 equipped line or trunk			
	- Datapath/TCM - 2-wire local	18.05%	18.05%	
	- Datapath Extension (DPX) - 2-wire remote	18.05%	18.05%	
	- Office Channel Unit Dataport/Control Mode			
	Idle - 4-wire local	18.05%	18.05%	
	- Office Channel Unit Dataport/Control Mode			
	Idle - 4-wire remote	18.05%	18.05%	
	Flat-Rate Service			
	- Local Exchange Flat-Rate Service			
	- Rates and Charges			
	- Rate per month for each primary individual and party line service:			
	- Individual Line Flat Rate Business Service	18.05%	NA	
	- Individual Line Flat Rate Residence Service	18.05%	NA	
	- Individual Line Flat Rate Business Service - Without Telephone	18.05%	NA	
	- Individual Line Flat Rate Residence Service - Without Telephone	18.05%	NA	
	- Two-Party Line Flat Rate Business Service	18.05%	NA	
	- Two-Party Line Flat Rate Residence Service	18.05%	NA	
	- TeenLine			
	- Rates and Charges			
	- TeenLine	18.05%	NA	
	Local Service Options			
	- Farmer Line Service			
	- Rates and Charges			
	- Rate per month for each station			
	- Farmer Line Business Service	18.05%	NA	
	- Farmer Line Residence Service	18.05%	NA	
	- Suburban Service			
	- Rates and Charges			
	- Each suburban primary station service			
	- Suburban service- business	18.05%	NA	
	- Suburban service- residence	18.05%	NA	
	- Suburban Mileage			
	- Reno and Carson City Exchanges			
	- All customer's locations within one mile of the base rate area of special rate	NA	NA	
	- All additional customer locations	NA	NA	
	- All exchanges except Reno and Carson City			
	- All the customer's locations within one mile of the base rate area of special rate area	NA	NA	
	- All additional customer locations	NA	NA	
	Interoffice Mileage Rates			
	- Mileage rates- per month			
	- Mileage between Central Offices of Exchange for each individual residence or business service:			
	- First One-Quarter Mile or Fraction of Quarter Mile	18.05%	NA	
	- Each additional Quarter Mile or Fraction of Quarter Mile	18.05%	NA	
	PRIVATE BRANCH EXCHANGE TRUNKS			
	Private Branch Exchange Trunks			
	- Rates per month			
	- Mileage between COs of exchange			
	- First one-quarter mile or fraction thereof			
	- Each PBX trunk line equipped	18.05%	NA	
	- Each additional quarter mile or fraction thereof			
	- Each PBX trunk line equipped	18.05%	NA	
	Measured Rate Trunks			
	- Rates and Charges			
	- Rates apply to each trunk line equipped			
	- 2-wire monthly rate (all applicable exchanges)	18.05%	NA	
	- 4-wire monthly rate (all applicable exchanges)	18.05%	NA	
	Flat Rate Trunks			
	- Rates and Charges			
	- 2-wire monthly rate (all applicable exchanges)	18.05%	NA	

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- 4-wire monthly rate (all applicable exchanges)	18.05%	NA	
	Direct-in-Dialing (DID) to PBX Systems			
	- Rates and Charges			
	- DID service			
	- Group of DID Numbers			
	- 20 numbers	18.05%	18.05%	
	- 60 numbers	18.05%	NA	
	- 100 numbers	18.05%	NA	
	- Additional Group of numbers			
	- 20 numbers	18.05%	18.05%	
	- 60 numbers	18.05%	NA	
	- 100 numbers	18.05%	NA	
	Two-way Operation to PBX Systems (DID/DOD)			
	- Rates and Charges			
	- Two-way Operation			
	- Group of DID/DOD Numbers			
	- 20 numbers	18.05%	18.05%	
	- 60 numbers	18.05%	NA	
	- 100 numbers	18.05%	NA	
	- Additional Group of DID/DOD numbers			
	- 20 numbers	18.05%	18.05%	
	- 60 numbers	18.05%	NA	
	- 100 numbers	18.05%	NA	
	PREMIUM EXCHANGE SERVICES			
	Extension Service			
	Remote Call Forwarding			
	- Rates and Charges			
	- The following rates are for Remote Call Forwarding Service and are in addition to Charges and Rates for equipment with which it is used.			
	- First access path			
	- Intrastate Inter-Service Area flat rate bus.	18.05%	NA	
	- Interstate flat rate business	18.05%	NA	
	- Intrastate Inter-Service Area flat rate res.	18.05%	NA	
	- Interstate flat rate residence	18.05%	NA	
	- Intra-Service Area flat rate business	18.05%	NA	
	- Intra-Service Area flat rate residence	18.05%	NA	
	- Additional access path		NA	
	- each, Local	18.05%	NA	
	- each, Toll	18.05%	NA	
	Premiere Communications Service			
	- Rates and Charges - Premiere 6			
	- The rates and charges following are for Premiere 6 only and are in addition to the applicable service connection charges, monthly rates and non-recurring charges for equipment with which they are associated.			
	- Basic Features, Premiere 6			
	- Each line	18.05%	NA	
	- Optional Line Features			
	- Premiere 6 Call Waiting- each line	18.05%	NA	
	- Premiere 6 Call Forwarding- each line	18.05%	NA	
	- Premiere 6 Alternate Answering- each line	18.05%	NA	
	- Optional Group Features			
	- Premiere 6 Convenience Dialing- each Premiere 6 group	18.05%	NA	
	- Premiere 6 Distinctive Ringing- each Premiere 6 group	18.05%	NA	
	- Premiere 6 Outward WATS Access- each Premiere 6 group	18.05%	NA	
	- Premiere 6 800 Service Access- each Premiere 6 group	18.05%	NA	
	- Service Charges			
	- Establishment of Service			
	- Same time as associated access line(s)			
	- Subsequent to establishing associated line	NA	18.05%	
	- Service Charges below are applicable to the following changes in an established Premiere group. These rates and USOCs apply to both Business and Residence , except 800 Service.			
	- Addition of optional feature(s) to an existing Premiere group- each group	NA	18.05%	
	- Changes to the customer specified parameters associated with Premiere Alternate Answering- each line	NA	18.05%	
	- Changes requested by the customer in the intercom designation code associated with Premiere Intercom- each line	NA	18.05%	
	- Add a line to a Premiere group- each line	NA	18.05%	
	- Change or remove a line from a Premiere group- each line	NA	18.05%	
	- Change from Premiere 6 to Premiere 20- each line	NA	18.05%	
	- Install Outward WATS/800 Service Access,			

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	each System	NA	18.05%	
	- Measured Service			
	- Rates and Charges - Premiere 20			
	- The rates and charges following are for Premiere 20 only and are in addition to the applicable service connection charges and monthly rates for the access line with which they are associated.			
	- Basic Features, Premiere 20- each line	18.05%	NA	
	- Optional Line Features			
	- Premiere 20 Call Waiting- each line	18.05%	NA	
	- Premiere 20 Call Forwarding- each line	18.05%	NA	
	- Premiere 20 Alternate Answering- each line	18.05%	NA	
	- Premiere 20 Convenience Dialing- each line	18.05%	NA	
	- Optional Group Features			
	- Premiere 20 Distinctive Ringing- each group	18.05%	NA	
	- Premiere 20 Outward WATS/800 Access-			
	- WATS Access			
	- each access code	18.05%	NA	
	- 800 Service Access			
	- each 800 Service Line	18.05%	NA	
	- Premiere 20 Additional Call Pickup Group			
	- each additional group	18.05%	NA	
	Hunting Service			
	- Rates and Charges ^{1,2,3}			
	- Hunting Service, each line in a hunt group			
	- Series Complete	18.05%	NA	
	- Circular	18.05%	NA	
	- Preferential	18.05%	NA	
	- Uniform Call Distribution	18.05%	NA	
	Direct Connect			
	- Rates and Charges			
	- each line	18.05%	18.05%	
	Confinement Services Offered by Nevada Bell			
	- Rates and Charges			
	- Rate Periods and Rate Discounts			
	- Mileage and Corresponding Rates for Initial Minute and each Additional Minute.			
	- Rate Mileage			
	- 0-10 Initial Minute	18.05%	NA	
	- 11-22 Initial Minute	18.05%	NA	
	- 23-55 Initial Minute	18.05%	NA	
	- 56-124 Initial Minute	18.05%	NA	
	- 125-Plus Initial Minute	18.05%	NA	
	- Operator Assisted Messages			
	- Operator Assisted Station	18.05%	NA	
	- Operator Assisted Person	18.05%	NA	
	- Station Service and Person Service			
	JOINT USER SERVICE			
	- Regulations			
	- the following rates apply in addition to the rates and charges for the facilities and all other service provided.			
	- joint user service is not furnished in connection with residence telephone service or farmer line service.			
	- Rates and Charges			
	- Rate per month for each joint user service:			
	- Individual Party or Answering Line Service			
	- all exchanges	18.05%	NA	
	- PBX or Cord-Operated Answering Service			
	- all exchanges	18.05%	NA	
	DIRECTORY SERVICES			
	Local Directory Assistance Service			
	-Rates and Charges			
	- Direct dialed calls to Directory Assistance			
	- Each call exceeding the Call Allowance	0.15%	NA	
	- Operator Assisted Calls to Directory Assistance			
	- Each operator assisted call exceeding the allowance (from Direct Dial Access stations)	0.15%	NA	
	- Each operator assisted call exceeding the allowance (from Non-Direct Dial Access stations)	0.15%	NA	
	OPERATOR SERVICES			
	Local Operator Verification/ Interrupt Service			
	- Rates and Charges			
	- Verification	0.15%	NA	
	- Combination of a verification and interruption of a conversation	0.15%	NA	
	Operator Assisted Local Calls			
	- Dial Station Message Toll Charges for the lowest			

NEVADA BELL TELEPHONE COMPANY
Monthly Recurring
November 7, 2002

APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	rate step (0-10 miles), plus the appropriate Operator			
	Service Charge, as set forth in Tariff A.6, apply to			
	local calls placed with the assistance of a Utility			
	operator.			

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	MESSAGE TELECOMMUNICATION SERVICE			
	STANDARD SERVICE OFFERINGS			
	Two-Point Message Telecommunication Service			
	- Rates and Charges - Message Toll Rate - Reno LATA			
	- Rate Periods and Rate Discounts			
	- Monday thru Friday			
	- day rate (8:00 am to 5:00 pm) = 0% discount.			
	- evening rate (5:00 pm to 11:00 pm)= 25% disc.			
	- night rate (11:00 pm to 8:00 am) = 50% discount.			
	- Saturday, night rate, all hours = 50% discount.			
	- Sunday ²			
	- night rate (8:00 am to 5:00pm) = 50% discount.			
	- evening rate (5:00 pm to 11:00 pm) = 25% disc.			
	- night rate (11:00 pm to 8:00 am) = 50% discount.			
	- Mileage and Corresponding Rates for Different			
	Classes of Service - Day Rate Period			
	- Residence - Dial Station-to-Station			
	- Rate Mileage			
	- 0-10			
	- initial minute	18.05%	NA	
	- each additional minute	18.05%	NA	
	- 11-22			
	- initial minute	18.05%	NA	
	- each additional minute	18.05%	NA	
	- 23-55			
	- initial minute	18.05%	NA	
	- each additional minute	18.05%	NA	
	- 56-124			
	- initial minute	18.05%	NA	
	- each additional minute	18.05%	NA	
	- 125-plus			
	- initial minute	18.05%	NA	
	- each additional minute	18.05%	NA	
	-Business and assisted types of calls			
	- Rate Mileage			
	- 0-10			
	- initial minute	18.05%	NA	
	- each additional minute	18.05%	NA	
	- 11-22			
	- initial minute	18.05%	NA	
	- each additional minute	18.05%	NA	
	- 23-55			
	- initial minute	18.05%	NA	
	- each additional minute	18.05%	NA	
	- 56-124			
	- initial minute	18.05%	NA	
	- each additional minute	18.05%	NA	
	- 125-plus			
	- initial minute	18.05%	NA	
	- each additional minute	18.05%	NA	
	- Operator Assisted Messages			
	- In addition to the Dial Station-to-Station Rate, the following service charges are applicable as outlined in Regulations section A6.2.1.B.6.			
	- Customer Dialed Calling Card	18.05%	NA	
	- Operator Assisted Calling Card	18.05%	NA	
	- Operator Assisted Station	18.05%	NA	
	- Operator Assisted Person	18.05%	NA	
	- Coin Station Service and Coin Person Service			
	- The charge for a call paid for by coin deposit in a public coin telephone is the sum of the			
	Business two-point message rates, operator			
	assisted service charge and federal tax, rounded to the nearer multiple of \$.05.			
	Toll Stations			
	- Rates and Charges			
	- Individual Access Lines and Primary Station Service			
	- Individual access line	18.05%	NA	
	- Extension Station Service Line			
	- Where located off the premises on which the primary service point is located.			
	- Installation charge	NA	0%	
	- Monthly rate			
	Message Toll Telephone Service			
	- See this tariff for a complete list of rate centers and Central Offices in the State of Nevada, together with V-H coordinates for use in determining air-line mileages for message toll telephone service and measured exchange service.			
	Toll Service - Station Service			
	- Rates			
	- Each business or residence toll service-station, per year	18.05%	NA	
	- Interconnection of two toll service-station lines			

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	terminating at same toll station or toll switchboard, each message	18.05%	NA	
	- Messages between toll service-stations and the toll station or toll switchboard to which they are connected, each message	18.05%	NA	
	OPTIONAL CALLING PLANS			
	Dial One Metro			
	- Rates and Charges			
	- Dial One Metro - Residence			
	- From EAD 1 to EADs 2, 3, 4, per billing account	18.05%		
	- Non-recurring ¹		18.05%	
	- From EAD 2 to EADs 1, 3, 4, per billing account	18.05%		
	- Non-recurring ¹		18.05%	
	- From EAD 3 to EADs 1, 2, 4, per billing account	18.05%		
	- Non-recurring ¹		18.05%	
	- From EAD 4 to EADs 1, 2, 3, per billing account	18.05%		
	- Non-recurring ¹		18.05%	
	- Dial One Metro - Business			
	- From EAD 1 to EADs 2, 3, 4, per billing account	18.05%	NA	
	- Non-recurring ¹		18.05%	
	- From EAD 2 to EADs 1, 3, 4, per billing account	18.05%		
	- Non-recurring ¹		18.05%	
	- From EAD 3 to EADs 1, 2, 4, per billing account	18.05%		
	- Non-recurring ¹		18.05%	
	- From EAD 4 to EADs 1, 2, 3, per billing account	18.05%		
	- Non-recurring ¹	NA	18.05%	
	- Dial One Metro or Equivalent ²			
	- From Rural Telephone Company prefix 969 to EAD 7	18.05%	18.05%	
	WIDE AREA TELECOMMUNICATION SVC. (WATS)			
	OUTWARD WATS AND 800 SERVICE			
	Outward WATS and 800 Service			
	- Charges and Rates			
	- Installation Charge			
	- an access line will be furnished at the service connection charges or multi-element service charges equivalent to that of a business individual access line as shown in NE A3.			
	- Extension Station Lines			
	- Extension station lines are charged for at the rates specified for in Private Line Service in Tariff PL B3.			
	- Move and Change Charge			
	- Move or change an outward statewide access line	NA	18.05%	
	- Move or change an outward intraLATA access line	NA	18.05%	
	- Move or change an 800 access line	NA	18.05%	
	Outward WATS			
	- Rates and Charges			
	- Access Rates			
	- Statewide (Band 8)			
	- Access line, each ¹	18.05%	NA	
	- IntraLATA only (Band 9), within the customer's serving LATA			
	- Access line, each	18.05%	NA	
	- InterLATA only (Band 11), outside the customer's serving LATA			
	- Access line, each	18.05%	NA	
	- Monthly Usage Rates			
	- Average Hours of Use per Line - Outward WATS			
	- 0 - 15	18.05%	NA	
	- 15.1 - 40	18.05%	NA	
	- 40.1 - 80	18.05%	NA	
	- over 80	18.05%	NA	
	800 Service			
	- Rates and Charges			
	- Access Rates - Statewide			
	- Access Line, each	18.05%	NA	
	- Monthly Usage Rates - Statewide			
	- Hours of Usage			
	- Business Day, Monday thru Friday, 9a.m. to 9p.m.	18.05%	NA	
	- Off Peak, All Other Hours	18.05%	NA	
	CENTRAL OFFICE SERVICES			
	TELEPHONE ANSWERING SERVICE			
	Secretarial Answering Service			
	- Rates and Charges			

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- Each secretarial extension line, extension of a trunk line, PBX or CENTREX cord-operated equipment or key equipment.			
	- Charge as appropriate for an extension line, PBX or CENTREX extension line plus the following mileage:			
	- 1/4 to 3/4 miles, flat rate			
	- each extension line	18.05%	NA	
	- 4/4 to 7/4 miles, flat rate			
	- each extension line	18.05%	NA	
	- over 7/4 miles, flat rate			
	- each extension line	18.05%	NA	
	MISCELLANEOUS SERVICE OFFERINGS			
	MILEAGE CHARGES			
	Extension Lines			
	- Rates and Charges			
	- Apply to each extension, PBX, order receiving equipment and key equipment station line.			
	- No mileage charge applies where the terminals are in different buildings on continuous property where the remote building is within 300 feet from the primary station or PBX switchboard. (A10.2.1.B.7)			
	- Terminals are in different buildings on continuous property and located beyond 300 feet from the primary station. (See A10.2.1.B.7)			
	- Each one-quarter mile or fraction thereof-			
	- Each extension station	18.05%	NA	
	- Each PBX station	18.05%	NA	
	- Terminals are on noncontinuous property within the same exchange. (See A10.2.1.B.8 & A10.2.1.B.9)			
	- Each extension station line or key equipment station line, per local loop (1 required per line)	18.05%	NA	
	- Each private branch exchange station line or order receiving equipment line, per local loop (2 required per line)	18.05%	NA	
	- Terminals are on nocontinuous property between contiguous exchanges. (See A10.2.1.B.8 & B.9)			
	- First one-quarter mile or fraction thereof-			
	- Each PBX station	18.05%	NA	
	- Each extension station	18.05%	NA	
	- Each additional one-quarter mile or fraction thereof-			
	- Each PBX station	18.05%	NA	
	- Each extension station	18.05%	NA	
	- Where all of the following conditions prevail, cable charges based on estimated cost may be applied in lieu of mileage charges:			
	- for one customer;			
	- served by dedicated cable between premises of same customer on noncontinuous property;			
	- minimum cable capacity of 100 pairs and less than on airline mile in length.			
	- Each dedicated cable			
	- basic termination charge	NA	0%	
	- rate per month	0%	NA	
	- Service Area Transmission Equipment			
	- installation charge	NA	0%	
	- rate per month	0%	NA	
	- expense incurred by the Utility to meet transmission and/or signaling requirements.			
	Tie Line Service			
	- Rates and Charges			
	- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Different Central Office, Each Loop (2 required)	18.05%	NA	
	- Each Tie Line between PBX or Intercommunicating Systems on Different Premises, Same Central Office, Each Loop (2 required)	18.05%	NA	
	MISCELLANEOUS SWITCHING ARRANGEMENTS			
	Arrangements for Night, Sunday, and Holidays			
	- Rates and Charges			
	- Termination in Central Office, With Night Listing for Private Branch Exchange System:			
	- each terminal	18.05%	NA	
	Multiple Line Control Arrangements			
	- Rates and Charges			
	- First 6 Lines of a Group	18.05%	18.05%	
	- Each Additional Line of Same Group	18.05%	18.05%	
	TOLL RESTRICTION SERVICES			

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	Toll Diversion			
	- Rates and Charges			
	- Changes in Telephone Prefixes and Codes:			
	Each change in diverting equipment arrangement			
	or call control equipment to divert or not divert calls			
	to one or more telephone prefixes or codes:			
	- For each Group of Trunks having the same			
	diverting arrangement	NA	18.05%	
	- Access Code Diverting Service:			
	- Each central office arrangement of a trunk of a dial			
	PBX system to divert access code "0" or "1"	18.05%	18.05%	
	DISCRETIONARY EXCHANGE SERVICES			
	CUSTOM CALLING 2000			
	- Rates and Charges			
	- Feature Rates			
	- Call Management Features			
	- Call Trace, residence			
	- initial charge			
	- each occurrence	18.05%	NA	
	- Call Trace, business			
	- initial charge			
	- each occurrence	18.05%	NA	
	- Caller ID, residence			
	- per line	18.05%	NA	
	- Caller ID, business			
	- per line	18.05%	NA	
	- Call Return, residence			
	- per line	18.05%	NA	
	- Call Return, business			
	- per line	18.05%	NA	
	- Repeat Dialing, residence			
	- per line	18.05%	NA	
	- Repeat Dialing, business			
	- per line	18.05%	NA	
	- Privacy Features			
	- Per Call Blocking, residence			
	- per line	NA	NA	
	- Per Call Blocking, business			
	- per line	NA	NA	
	- Per Line Blocking, residence			
	- per line	NA	NA	
	- Blocked Call Rejection, residence			
	- per line	18.05%	NA	
	- Blocked Call Rejection, business			
	- per line	18.05%	NA	
	- Screen List Editing Features			
	- Call Screen, residence			
	- per line	18.05%	NA	
	- Call Screen, business			
	- per line	18.05%	NA	
	- Priority Ringing, residence			
	- per line	18.05%	NA	
	- Priority Ringing, business			
	- per line	18.05%	NA	
	- Select Call Forwarding, residence			
	- per line	18.05%	NA	
	- Select Call Forwarding, business			
	- per line	18.05%	NA	
	- Multi-feature discounts			
	- Multi-feature discount rates will apply when			
	ordering the following CC2000 features:			
	- Caller ID, Call Screen, Call Return, Repeat			
	Dialing, Priority Ringing, Select Call Forwarding,			
	and Blocked Call Rejection.			
	- Multi-feature discounts apply to both Residence and			
	Business features.			
	- One feature, current discount is 0%			
	- Two or more features, current discount is 25%			
	EXPRESS CALL COMPLETION SERVICE (ECCS)			
	- Rates and Charges			
	- Per affirmative activation, per call	18.05%	NA	
	PRIMARY RATE ISDN (PRI)			
	- Rates and Charges			
	- Primary Rate Interface ^{1,2}			
	- 23B+Primary D interface, Each			
	- Month-to-Month	18.05%	18.05%	
	- 3 - year	18.05%	18.05%	
	- 5 - year	18.05%	18.05%	

NEVADA BELL TELEPHONE COMPANY
Monthly Recurring
November 7, 2002

APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- Additional interfaces			
	- 24B interface, Each			
	- Month-to-Month	18.05%	18.05%	
	- 3 - year	18.05%	18.05%	
	- 5 - year	18.05%	18.05%	

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- 23B+Back-up D interface, Each			
	- Month-to-Month	18.05%	18.05%	
	- 3 - year	18.05%	18.05%	
	- 5 - year	18.05%	18.05%	
	- Optional Features ¹			
	- Alternate Route, each route	18.05%	18.05%	
	- PRI - NET, each PRI interface and Centrex	18.05%	18.05%	
	- Non-PRI Foreign Exchange/Foreign Prefix			
	Connection, each path/each telephone number	18.05%	18.05%	
	- PRI Subgroup, each subgroup	18.05%	18.05%	
	- Private Facility Connection, each facility group/ trunk group connected	18.05%	18.05%	
	- User to User Information, each PRI interface	18.05%	18.05%	
	- Change Charges			
	- PRI Miscellaneous Change Charge			
	- Each affected PRI serving arrangement	NA	18.05%	
	OPTIONAL DISCOUNT TOLL CALLING PLANS			
	- Rates and Charges			
	- Comstock Plan - Residence			
	- Monthly Toll Usage Revenues			
	- \$0 - \$49.99			
	- per minute rate is not changed			
	- \$50.00 and above, per minute rate			
	- per minute rate	18.05%	NA	
	- Bonanza Plan - Business			
	- Monthly Toll Usage Revenues			
	- \$0 - \$14.99			
	- per minute rate is not changed			
	- \$15.00 - \$49.99			
	- per minute rate	18.05%	NA	
	- \$50.00 - \$249.99			
	- per minute rate	18.05%	NA	
	- \$250.00 and above			
	- per minute rate	18.05%	NA	
	- Optional Term Discounts - Business			
	- 1- Year Term= Additional 5%	18.05%	NA	
	- 2- Year Term= Additional 10%	18.05%	NA	
	- 3- Year Term= Additional 15%	18.05%	NA	
	PRIVATE LINE SERVICES			
	CHANNELS			
	Charges.			
	- Channel Termination for Telephone Sets:			
	- Each move or change of a channel termination	NA	18.05%	
	- Channels for remote metering, Supervisory Control and Miscellaneous Signaling Purposes.			
	- Each change in location of a termination of a channel made on same premises at the customer's request	NA	18.05%	
	- Change of Channel Termination where Customer- Owned Teletypewriter of Morse Station Eq. is used.			
	- Each termination moved or changed on the same premises at the customer's request	NA	18.05%	
	- Channels for One-Way Program Transmission Networks in Connection with Loudspeakers.			
	- Station channel	NA	18.05%	
	- Station channel extension	NA	18.05%	
	- Channels for Data Transmission (Schedules 0, 1, 2, 3, 3A, 4) and Teletypewriter Channels.			
	- Each termination of a channel moved or changed on the same premises at the customer's request	NA	18.05%	
	- Moves to different premises.			
	- A change of location from one premise to another will not be treated as a move but as a disconnect and a new install.			
	CLASSIFICATION AND RATES			
	Series 1000 Channels			
	- Private Line Service and Channels for Remote Metering, Supervisory Control, and Miscellaneous Signaling			
	- Charges and Rates			
	- Local or Interexchange Private Line Channels			
	- Channel between first 2 terminations on different premises on the same continuous property:			
	- Types 1001 and 1009C:			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Types 1002 and 1005:			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Type 1006			
	- Half duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- CPE Termination			

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- Each	NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property:			
	- Local Loop for Each First Termination			
	- Types 1001 and 1009C:			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Types 1002 and 1005:			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Type 1006:			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each first termination on premises			
	- CPE Termination			
	- Each	NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:			
	- Types 1001 and 1009C: ¹			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Types 1002, 1005, and 1006:			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- CPE Termination			
	- Each	NA	18.05%	
	- Parallel Drop - up to 30 Bauds			
	- Local Channel:, Each	18.05%	18.05%	
	- Type 1009C Channels ²			
	- Each Serving Central Office Termination of an Outlying CPE Station (Alarmed Location)	18.05%	18.05%	
	- A change in termination from 1 Channel to another at the customer's request will be treated as a new installation.			
	- Station Arrangement - 150 Baud			
	- The rate applies to each first termination.			
	- Station Arrangement, Each	18.05%	NA	
	- Channels between Exchanges (Interexchange Channels)			
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office			
	- Half or Full Duplex:			
	- Channel Terminal, Each	18.05%	NA	
	- Interexchange channel mileage for each 2-point or 2-point section of a Multipoint Channel, per airline mile, per month:			
	- Type 1001 and 1009C:			
	- First 40 miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Next 210 miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each Additional Mile			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Type 1002, 1005, and 1006:			
	- First 40 miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Next 210 miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each Additional Mile			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each interexchange channel also requires a Local Loop for each station location on non-continuous property. If applicable, additional termination of same channel on different premises on the same continuous property as first termination, also applies.			
	- Battery			
	- Battery Supply Other Than Dry Cells:			
	- Each A.C. or D.C. Battery Tap	18.05%	NA	
	- Private Line Teletypewriter Service and Channels			
	- Rates and Charges			
	- Local or Interexchange Private Line Teletypewriter Channels			
	- Channel between first 2 terminations on different premises on the same continuous property:			
	- 60, 75, 100 Speed			
	- Channel:			
	- Half Duplex	18.05%	NA	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- Full Duplex	18.05%	NA	
	- 150 Baud			
	- Channel:			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- CPE Termination			
	- Each	NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property:			
	- Local Loop for termination on a premises			
	- 60, 75, 100 Speed			
	- Channel:			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- CPE Termination			
	- Each	NA	18.05%	
	- 150 Baud			
	- Channel:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination			
	- Each	NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:			
	- 60, 75, and 100 Speed and 150 Baud			
	- Channel:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination			
	- Each	NA	18.05%	
	- Channels between Exchanges			
	- Terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office:			
	- Channel Terminal:			
	- Each	18.05%	NA	
	- Interexchange Channel Mileage for each 2-point Channel or 2 Point Section of a Multipoint Channel per Airline Mile			
	- 0-40 Miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Next 210 Miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each Additional Mile			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, Channel between first termination on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply if applicable.			
	- Station Arrangement - 150 Baud Service			
	- The charge applies:			
	- once to a Channel entirely on the same premises			
	- to each first termination on different premises			
	- Station Arrangement, Each	18.05%	NA	
	-Channels for Data Transmission			
	- Charges and Rates			
	- Local or Interexchange Private Line Channels			
	- Channel between first 2 terminations on different premises on the same continuous property:			
	- Schedule O			
	- Type 1001:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Schedule 1, 2, and 3			
	- Types 1002 and 1005:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Schedule 3A			
	- Types 1006 and 1009C:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property:			
	- Local Loop for each first termination on a			

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	premise.			
	- Schedule O			
	- Type 1001:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination			
	- Each	NA	18.05%	
	- Schedule 1, 2, and 3			
	- Types 1002 and 1005:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination			
	- Each	NA	18.05%	
	- Schedule 3A			
	- Types 1006 and 1009C:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination			
	- Each	NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination:			
	- Schedule O			
	- Type 1001:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Schedule 1, 2, 3, and 3A			
	- Types 1002, 1005, 1006 and 1009C:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Channels between Exchanges (Interexchange Channels):			
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office			
	- Half or Full Duplex:			
	- Channel Terminal, Each	18.05%	NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month			
	- Schedule O:			
	- 0-40 Miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Next 210 Miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each Additional Mile			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Schedule 1, 2, 3, and 3A:			
	- 0-40 Miles			
	- Half Duplex	18.05%		
	- Full Duplex	18.05%		
	- Next 210 Miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each Additional Mile			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each channel also requires a local loop for each station location on noncontinuous property.			
	In addition, Channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property, also apply, if applicable.			
	Series 2000 Channels			
	- Private Line Telephone Service and Channels			
	- Charges and Rates			
	- Local or Interexchange Private Line Telephone Service and Channels			
	- Channel between the first 2 terminations on different premises on the same continuous property:			
	- Half Duplex:			
	- Type 2001, Each	18.05%	NA	
	- Type 2002, Each	18.05%	NA	
	- Full Duplex:			
	- Type 2001, Each	18.05%	NA	
	- Type 2002, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002

APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- Channel between first terminations on different premises on noncontinuous property			
	- Half Duplex:			
	- Type 2001, Each	18.05%	NA	
	- Type 2002, Each	18.05%	NA	
	- Full Duplex:			
	- Type 2001, Each	18.05%	NA	
	- Type 2002, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination			
	- Half Duplex:			
	- Type 2001, Each	18.05%	NA	
	- Type 2002, Each	18.05%	NA	
	- Full Duplex:			
	- Type 2001, Each	18.05%	NA	
	- Type 2002, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Signaling (if required)			
	- Per Local Loop or Channel	18.05%	NA	
	- Channels between Exchanges (Interexchange Channels):			
	- Each Channel Terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office			
	- Channel Terminal:			
	- Each	18.05%	NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month			
	- First 40 Miles:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- Next 210 Miles:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- Each Additional Mile:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- Each Channel or service also requires a Local Loop for each station location on noncontinuous property. In addition, a Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property also apply, if applicable.			
	- Where a switching arrangement is provided, each station or termination on an Interexchange Service or Channel at the switching point requires a Local Loop and Channel terminal for each of the Interexchange Private Lines to which it is connected and which can be operated as a separate private line.			
	- Switching Arrangements (See Regulation 1.(1))			
	- A charge applies at the switching point for each Local or Interexchange Private Line arranged for Switching.			
	- Switching Arrangement:			
	- Local Service or Channel:			
	- Each	18.05%	NA	
	- Interexchange Service or Channel:			
	- Each	18.05%	NA	
	- Private Line Services and Channels for Data Transmission			
	- Charges and Rates			
	- Local or Interexchange Private Line Channels			
	- Channel between first 2 terminations on different premises on the same continuous property			
	- Types 2001, 2002, and 2006:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property			
	- Local Loop for each first termination on a premise			
	- Types 2001, 2002, and 2006:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Additional termination of the same Channel on			

NEVADA BELL TELEPHONE COMPANY
Monthly Recurring
November 7, 2002

APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	different premises on the same continuous			
	property as the first termination			
	- Types 2001, 2002, and 2006:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- CPE Termination:			
	- Each	NA	18.05%	
	- Channels between Exchanges (Interexchange Channels)			
	- Each channel terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel, in a Central Office			
	- Half or Full Duplex:			
	- Channel Terminal, Each	18.05%	NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month			
	- Schedule 3A:			
	- 0-40 Miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Next 210 Miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each Additional Mile			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each channel also requires a local loop for each station location on noncontinuous property.			
	In addition, Channel between first terminations on different premises on the same continuous property, and additional termination of the same Channel on different premises on the same continuous property, also apply, if applicable.			
	Series 3000 Channels			
	- Channels for Remote Metering, Supervisory Control and Miscellaneous Signaling Purposes			
	- Charges and Rates			
	- Local or Interexchange Private Line Channels-Type 3001			
	- Channel between first 2 terminations on different premises on the same continuous property			
	- Type 3001:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property			
	- Local Loop for Each First Termination			
	- Type 3001:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination			
	- Type 3001:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Channels between Exchanges (Interexchange Channels)			
	- Each channel terminal for terminating a 2-point or 2-point section of a Multipoint Channel in a Central Office			
	- Half Duplex:			
	- Channel Terminal, Each	18.05%	NA	
	- Interexchange Channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel, per airline mile, per month			
	- First 40 miles			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- Next 210 Miles			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- Each Additional Mile			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- Each Interexchange Channel also requires a Local Loop for each station location on non-continuous property. If applicable, additional termination of the same Channel on different premises on the same continuous property as the first termination, also applies.			
	- Station Arrangement - 150 Bauds			
	- This charge applies:			
	- once to a Channel entirely on same premises			
	- to each first termination on different premises			
	- Station Arrangement, Each	18.05%	NA	

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- Channel conditioning arrangements may be provided for Type 3001 Channels with the rates and provisions of Tariff PL B3.3.1.			
	- Signaling for Type 3001 Channels (if required)			
	- Per Local Loop or Channel Arranged	18.05%	NA	
	- A change in termination from 1 channel to another at the customer's request will be treated as a new installation.			
	- Channels for Data Transmission			
	- Charges and Rates			
	- Local or Interexchange Private Line Channels- Schedules 3A and 4			
	- Channel between first 2 terminations on different premises on the same continuous property			
	- Type 3001:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Type 3002:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Channel between first terminations on different premises on noncontinuous property			
	- Local Loop for each first termination on a premises			
	- Type 3001:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Type 3002:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Additional termination of the same Channel on different premises on the same continuous property as the first termination			
	- Type 3001:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Type 3002:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- CPE Termination:			
	- Each	NA	18.05%	
	- Bulk Pricing (for large volumes of Type 3002) (See NOTE 4 for nonrecurring charge information)			
	- Channel between first terminations on different premises on noncontinuous property			
	- Local Loop for each first termination on a premises			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- Channel Terminal, Bulk Pricing:			
	- Half Duplex, Each	18.05%	NA	
	- Full Duplex, Each	18.05%	NA	
	- Interoffice Channel Mileage Bulk Pricing for each two-point channel or two-point section of a multi-point channel, -per airline mile, per month	18.05%	NA	
	- Charge to meet Bulk Pricing "minimum" channel service charge requirement			
	- per channel	18.05%	NA	
	- Channels between Exchanges (Interexchange Channels)			
	- Each Channel terminal for terminating a 2-point Channel or 2-point section of a Multipoint Channel in a Central Office			
	- Channel Terminal, Each	18.05%	NA	
	- Interexchange channel mileage for each 2-point Channel or 2-point section of a Multipoint Channel per airline mile, per month			
	- Schedule 3A:			
	- 0-40 Miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Next 210 Miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each Additional Mile			
	- Half Duplex	18.05%	NA	

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
November 7, 2002APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- Full Duplex	18.05%	NA	
	- Schedule 4:			
	- 0-40 Miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Next 210 Miles			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each Additional Mile			
	- Half Duplex	18.05%	NA	
	- Full Duplex	18.05%	NA	
	- Each channel also requires a local loop for each station location on noncontinuous property.			
	In addition, channel between first terminations on different premises on the same continuous property, and additional termination on different premises on the same continuous property also apply, if applicable.			
	- Signaling for Schedule 4 Channels (if required)			
	- Local Loop or Channel:			
	- Arranged for Signaling	18.05%	NA	
	- Station Arrangements - Schedule 3A			
	- The rate applies:			
	- once to a Channel entirely on same premises			
	- to each first termination on different premises			
	- Station Arrangement, Each	18.05%	NA	
	- Switching Arrangements for Schedule 4			
	Channels are furnished with the rates and provisions of Tariff PL B3.2.2.			
	- Channel Conditioning for Schedule 4 Channels is furnished with the rates and provisions of Tariff PL B3.3.1.			
	- Local Area Data Channels (LADC)			
	- Charges and Rates			
	- Channel between first two terminations on different premises on the same continuous property.			
	- Type:			
	- 2-wire, Each	18.05%	NA	
	- 4-wire, Each	18.05%	NA	
	- Termination			
	- Each	NA	18.05%	
	- Channel between two terminations.			
	- Local Loop for each termination.			
	- Type:			
	- 2-wire, Each	18.05%	NA	
	- 4-wire, Each	18.05%	NA	
	- Termination:			
	- Each	NA	18.05%	
	Other Channels			
	- Bell and Lights System Attack Warning Service			
	This service is not offered at this time.			
	- Farmer Lines			
	- Rates and Charges			
	- Connection Charge			
	- Each connection made with customer-owned facilities			
	- Channel Rate - Each Channel			
	- In Cable			
	- Each one-quarter mile or fraction thereof, airline measurement, per year	18.05%	NA	
	- Open Wire			
	- First one-quarter mile or fraction thereof, airline measurement, per month	18.05%	NA	
	- Each additional one-quarter mile or fraction thereof, airline measurement, per month	18.05%	NA	
	OTHER FEATURES AND ARRANGEMENTS			
	Classification and Rates - Channel Conditioning			
	- Charges and Rates			
	- Type C1, C2, and C4 Channel Conditioning			
	- For the First Station in an Exchange:			
	- On a 2-point Channel not arranged for Switching:			
	- Type C1	18.05%	18.05%	
	- Type C2	18.05%	18.05%	
	- Type C4	18.05%	18.05%	
	- On a 2-point Channel arranged for:			
	- Switching Type C1	18.05%	18.05%	
	- Multi Point Type C1	18.05%	18.05%	
	- On a Multi Point Channel:			
	- Type C2	18.05%	18.05%	
	- For Each Additional Station on the Same Channel and in the Same Exchange as the First Station:			
	- Type C1	18.05%	18.05%	
	- Type C2	18.05%	18.05%	
	- Type C4	18.05%	18.05%	
	- Type D1, High Performance Data Conditioning applies			

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TELEPHONE COMPANY
Monthly Recurring
November 7, 2002

APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	to Schedule 4 Channels for data transmission.			

TBD - To be Determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

NEVADA BELL TELEPHONE COMPANY

Monthly Recurring
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APPENDIX - PRICING
NEVADA/QUANTUMSHIFT COMMUNICATIONS, INC.

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	- When High Performance Data Conditioning is ordered subsequent to the installation of the Data Channel, a charge equal to the Installation Charge for the Local Channel will apply for each Local Channel in addition to the charge for the High Performance Data Conditioning.			
	- On a 2-point Channel not arranged for Switching:			
	- Type D1, Per Channel	NA	18.05%	
	Classification and Rates - Signaling Options			
	- Charges and Rates			
	- Dial Conditioning Arrangement used with Channels Between Non-contiguous Exchanges			
	- The dial conditioning arrangement charge would not apply when furnished at a service point equipped with an interexchange switching arrangement.			
	- Dial Signaling Arrangement:			
	- Per Point Service	18.05%	NA	
	- Dial Termination Arrangement:			
	- Per Point Service	18.05%	NA	
	Classification and Rates - Multipoint Service and Multistation Arrangements			
	- Charges and Rates			
	- Intraexchange			
	- Multipoint Charge:			
	- Per Central Office Termination	18.05%	18.05%	
	- Interexchange			
	- Multipoint Charge:			
	- Per Central Office Termination	18.05%	18.05%	
	DIGITAL ACCESS SERVICE			
	DIGITAL DATA SERVICE			
	Rates and Charges			
	- Channels Between Digital Cities			
	- The rates below apply for each two-point channel section furnished between Digital City Rate Centers.			
	- Airline Mileage			
	- Each mile at 2.4 Kbps	18.05%	NA	
	- Each mile at 4.8 Kbps	18.05%	NA	
	- Each mile at 9.6 Kbps	18.05%	NA	
	- Each mile at 56 Kbps	18.05%	NA	
	- Channels			
	- Each channel at 2.4 Kbps	18.05%	NA	
	- Each channel at 4.8 Kbps	18.05%	NA	
	- Each channel at 9.6 Kbps	18.05%	NA	
	- Each channel at 56 Kbps	18.05%	NA	
	- Local Distribution Channel			
	- The rates below apply for each two-point Local Distribution Channel terminated at a station in a Digital City Serving Area, thereby providing a path for digital transmission between the Serving Wire Center Central Office and the customer's premises.			
	- Transmission speed			
	- 2.4 Kbps	18.05%	18.05%	
	- 4.8 Kbps	18.05%	18.05%	
	- 9.6 Kbps	18.05%	18.05%	
	- 56 Kbps	18.05%	18.05%	
	- Interoffice Digital Channel			
	- The rates below apply for each two point channel section furnished between the Principal Central Office and the Serving Central Office.			
	- Transmission speed per channel			
	- 2.4 Kbps	18.05%	NA	
	- 4.8 Kbps	18.05%	NA	
	- 9.6 Kbps	18.05%	NA	
	- 56 Kbps	18.05%	NA	
	- Transmission speed per airline mile			
	- 2.4 Kbps	18.05%	NA	
	- 4.8 Kbps	18.05%	NA	
	- 9.6 Kbps	18.05%	NA	
	- 56 Kbps	18.05%	NA	
	- Multi-Station Arrangement			
	- A monthly charge per station applies when a Digital Data Service is arranged for multi-station operation			
	- Each station	18.05%	NA	
	- Move Charges			
	- When Local Distribution Channels are moved to a new location on the same premises, one-half the installation charge applies.			
	- When Local Distribution Channels are moved to a new location on a different premises, the installation charge applies.			

Nevada		Recurring	Non-Recurring	
			Initial	Add'l
	HIGH CAPACITY (HICAP) DIGITAL DATA SERVICE			
	Rates and Charges			
	- 1.544 Mbps. HICAP Service			
	- Channel Termination			
	- Initial circuit			
	- each channel termination	18.05%	18.05%	
	- recurring 3-year term	18.05%	NA	
	- recurring 5-year term	18.05%	NA	
	- Each additional circuit (same two locations)			
	- each channel termination	18.05%	18.05%	
	- recurring 3-year term	18.05%	NA	
	- recurring 5-year term	18.05%	NA	
	- Channel Mileage			
	- Channel Mileage Facility			
	- per mile	18.05%	NA	
	- recurring 3-year term	18.05%	NA	
	- recurring 5-year term	18.05%	NA	
	- Channel Mileage Termination			
	- per termination	18.05%	NA	
	- recurring 3-year term	18.05%	NA	
	- recurring 5-year term	18.05%	NA	
	- Optional Features and Functions			
	- Central Office Multiplexing			
	- DS-1 to Voice/Digital	18.05%	NA	
	- recurring 3-year term	18.05%	NA	
	- recurring 5-year term	18.05%	NA	
	Mult-Service Optical Network (MON)	18.05%	18.05%	

NEVADA BELL
TELEPHONE COMPANY
December 5, 2001

APPENDIX PRICING
NEVADA BELL/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

	Collocation Services			Non-Recurring	Recurring
	Nevada	CAGE			
		QUOTE SHEET			
			QUANTITY	RATE	RATE
			OF	MONTHLY	NON-
COST ELEMENT	UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB			\$28.15
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N			\$41.88
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L		\$7.80	
COMMON SYSTEMS					
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A		\$0.96	\$102.64
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$552.00
DC Power Engineering	Per Application	NRL6P			\$744.36
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.33	\$35.01
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.27	\$29.04
POWER CONSUMPTION (Including HVAC)					
20 Amps	Per 20 Amps	S8FPT		\$389.92	
40 Amps	Per 40 Amps	S8FQD		\$779.84	
50 Amps	Per 50 Amps	S8FPS		\$974.80	
100 Amps	Per 100 Amps	S8FQE		\$1,597.29	
200 Amps	Per 200 Amps	S8FQF		\$3,194.57	
400 Amps	Per 400 Amps	SP1QJ		\$6,389.15	
FIBER CABLE PLACEMENT					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9		\$19.10	\$900.39
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$18.62	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.04	\$14.04
Bits Timing	Per two circuits	S8FQT		\$1.79	\$662.40
Space Availability Report	Per Premise	NRLYX			\$107.94
Security Access / ID Cards	Per Card	NRLZW			\$29.26
ID Card	Per Card	NONE			\$0.00
Cage Prep Costs					
Vendor Layout & Coord.	Per CLEC Cage	NRL6N			\$475.82
AC Circuits to Cage	Per CLEC Cage	NRL6O			\$527.76
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	NRL6R			\$1,133.02
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48		\$7.97	\$161.58
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU		\$7.97	\$161.58
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM		\$364.50	\$8,780.18
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46		\$5.39	\$437.96

ICB - Individual Case Basis
NA- Not Applicable
- USOC Under Development

NEVADA BELL
TELEPHONE COMPANY
December 5, 2001

APPENDIX PRICING
NEVADA BELL/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

	Collocation Services				Non-Recurring	Recurring
Rack - DS1 - DSX	28 DS1					
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47			\$198.21	\$5,833.61
Rack - DS3 - DCS	1 DS3					
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN			\$2.30	\$154.94
Rack - DS3 - DSX	1 DS3					
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR			\$10.36	\$250.23
Fiber Racking per 24 Fiber Cable	Per Placement					
CLEC TO CLEC CONNECTION						
Route Design	Per Placement/Per Route	NRL6W				\$858.58
Cable Installation	Per Placement (CLEC Installs Cable)					
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)					
Cable Rack per 50 pr Cable	Per Placement	S8F4X			\$0.36	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)					
Cable Rack Per DS-3	Per Placement	S8F4Y			\$0.23	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)					
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z			\$1.51	
24 Fiber Cable	Per Placement (CLEC Provides Cable)					
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G			\$0.71	
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	SP1QC				\$16.09
PROJECT MANAGEMENT						
INITIAL						
Application Processing	Per CLEC Application	NRL1D				\$803.00
Project Coordination	Per CLEC Application	NRL57				\$2,644.11
AUGMENT						
Application Processing	Per CLEC Application Augment	NRL1F				\$538.64
Project Coordination	Per CLEC Application Augment	NRL58				\$1,448.49
TIME SENSITIVE ACTIVITIES						
PRE-VISIT						
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11				\$20.55
Com. Tech. -Craft	Per 1/4 hour	NRL14				\$22.16
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12				\$15.36
Floor Space planner 1 Lv	Per 1/4 hour	NRL13				\$18.90
CONSTRUCTION - VISIT						
Project Mgr. -1 Lv	Per 1/4 hour	NRL15				\$18.90
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16				\$20.55

NEVADA BELL
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APPENDIX PRICING
NEVADA BELL/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

	Collocation Services			Non-Recurring	Recurring
Nevada	CAGELESS QUOTE SHEET				
			QUANTITY	RATE	RATE
COST ELEMENT	UNIT	USOC	OF UNITS	MONTHLY RECURRING	NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	S8FWC			\$281.50
Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	S8FWG			\$418.80
Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	S8F9C		\$78.00	
Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWD			\$506.70
Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWH			\$753.84
Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F9E		\$140.40	
COMMON SYSTEMS					
Common Systems - Cageless	Per 10 Sq. Ft. of space (Standard Bay)	S8FWE		\$12.20	\$1,310.30
Common Systems - Cageless	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWF		\$21.96	\$2,358.54
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$552.00
DC Power Engineering	Per Application	NRL6P			\$744.36
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.33	\$35.01
20 Amp	Per Four Power Cables or Quad	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad	NONE			\$0.00
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.27	\$29.04
POWER CONSUMPTION (Including HVAC)					
20 Amps	Per 20 Amps	S8FPT		\$389.92	
40 Amps	Per 40 Amps	S8FQD		\$779.84	
50 Amps	Per 50 Amps	S8FPS		\$974.80	
100 Amps	Per 100 Amps	S8FQE		\$1,597.29	
200 Amps	Per 200 Amps	S8FQF		\$3,194.57	
400 Amps	Per 400 Amps	SP1QJ		\$6,389.15	
FIBER CABLE PLACEMENT					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	S8FQ9		\$19.10	\$900.39
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$18.62	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.04	\$14.04
Bits Timing	Per two circuits	S8FQT		\$1.79	\$662.40
Space Availability Report	Per Premise	NRLYX			\$107.94
Security Access / ID Cards	Per Card	NRLZW			\$29.26
ID Card	Per Card	NONE			\$0.00
CAGELESS / POT BAY OPTIONS					
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	NRL6R			\$1,133.02
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E		\$7.97	\$161.58
Rack - Voice Grade	100 Copper Pairs				

**NEVADA BELL
TELEPHONE COMPANY**
December 5, 2001

APPENDIX PRICING
NEVADA BELL/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

	Collocation Services			Non-Recurring	Recurring
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		\$7.97	\$161.58
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		\$364.50	\$8,780.18
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		\$5.39	\$437.96
Rack - DS1 - DSX	28 DS1				
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		\$198.21	\$5,833.61
Rack - DS3 - DCS	1 DS3				
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		\$2.30	\$154.94
Rack - DS3 - DSX	1 DS3				
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		\$10.36	\$250.23
Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION					
Route Design	Per Placement/Per Route	NRL6W			\$858.58
Cable Installation	Per Placement (CLEC Installs)				
50 Pr Shielded Cable	Per Placement (CLEC Provides)				
Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.36	
DS-3 Coax Cable	Per Placement (CLEC Provides)				
Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.23	
4 Fiber Jumper	Per Placement (CLEC Provides)				
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$1.51	
24 Fiber Cable	Per Placement (CLEC Provides)				
Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$0.71	
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	SP1QC			\$16.09
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1D			\$803.00
Project Coordination	Per CLEC Application	NRL57			\$2,644.11
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL1F			\$538.64
Project Coordination	Per CLEC Application Augment	NRL58			\$1,448.49
TIME SENSITIVE ACTIVITIES					
PRE-VISIT					
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$20.55
Com. Tech. -Craft	Per 1/4 hour	NRL14			\$22.16
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$15.36
Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$18.90
CONSTRUCTION-VISIT					
Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$18.90
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$20.55

		Collocation Services		Non-Recurring	Recurring
	Nevada	ADJACENT STRUCTURE			
		COST SUMMARY			
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
			QUANTITY	RATE	RATE
			OF	MONTHLY	NON-
COST ELEMENT	UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55		\$0.08	
CONDUIT PLACEMENT					
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L			\$294.77
Set Up and Wall Coring	Per Placement	S8F8E			\$5,482.46
DC POWER PROVISIONING					
Power Engineering:					
DC Power Engineering	Per Placement	S8F8V			\$744.36
50 Amp DC Power Extension					
50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ			\$5,464.80
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			\$0.00
200 Amp DC Power Extension					
200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3			\$5,464.80
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
DC POWER CONSUMPTION					
20 Amps	Per 20 Amps	S8FWJ		\$249.57	
40 Amps	Per 40 Amps	S8FNK		\$499.14	
50 Amps	Per 50 Amps	S8FWK		\$623.93	
100 Amps	Per 100 Amps	S8FWL		\$1,247.86	
200 Amps	Per 200 Amps	S8F3U		\$2,495.72	
AC POWER PROVISIONING					
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
AC Power	Per KWH	S8F56		\$0.08	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Site Survey		NRL84			\$2,654.84
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL6X			\$651.77
Project Coordination	Per CLEC Application	NRL6Z			\$4,969.78
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL6Y			\$538.64
Project Coordination	Per CLEC Application Augment	NRL83			\$2,337.62
OPTIONAL COST:					
FIBER CABLE PLACEMENT					
Fiber Cable Engineering	Per Placement	S8FW6			\$779.18
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pulls cable)	S8FW7		\$5.85	
Innerduct Placement	Per Linear Foot	S8FW8			\$1.32
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	NRL8P			\$1,133.02
Installation	Per Cable (CLEC Installs)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3G		\$7.97	\$161.58
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWW		\$7.97	\$161.58
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2L		\$364.50	\$8,780.18
Rack - DS1 - DCS	28 DS1				

NEVADA BELL
TELEPHONE COMPANY
December 5, 2001

APPENDIX PRICING
NEVADA BELL/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

	Collocation Services				Non-Recurring	Recurring
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R			\$5.39	\$437.96
Rack - DS1 - DSX	28 DS1					
DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23			\$198.21	\$5,833.61
Rack - DS3 - DCS	1 DS3					
DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27			\$2.30	\$154.94
Rack - DS3 - DSX	1 DS3					
Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N			\$10.36	\$250.23
Fiber Racking per 24 Fiber Cable	Per Placement					
CLEC TO CLEC CONNECTION						
Route Design	Per Placement	NRL8Q				\$858.58
Cable Installation	Per Placement (CLEC Installs)					
50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)					
Cable Rack per 50 pr Cable	Per Placement	S8F57			\$0.36	
DS-3 Coax Cable	Per Placement (CLEC Provides Cable)					
Cable Rack Per DS-3	Per Placement	S8F58			\$0.23	
4 Fiber Jumper	Per Placement (CLEC Provides Cable)					
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59			\$1.51	
24 Fiber Cable	Per Placement (CLEC Provides Cable)					
Fiber Racking per 24 Fiber Cable	Per Placement	S8F61			\$0.71	
4 Inch Conduit	Per Placement (CLEC Provided)					
TIME SENSITIVE ACTIVITIES						
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11				\$20.55
Com. Tech. -Craft	Per 1/4 hour	NRL14				\$22.16
C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12				\$15.36
Floor Space planner 1 Lv	Per 1/4 hour	NRL13				\$18.90
Project Mgr. -1 Lv	Per 1/4 hour	NRL15				\$18.90
Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16				\$20.55

NEVADA BELL
TELEPHONE COMPANY
December 5, 2001

APPENDIX PRICING
NEVADA BELL/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

		Collocation Services		Non-Recurring	Recurring
	Nevada	VIRTUAL COLLOCATION			
		QUOTE SHEET			
			QUANTITY	RATE	RATE
	COST ELEMENT	UNIT	USOC	MONTHLY RECURRING	NON-RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
	Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62	\$37.42	
	Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63	\$67.36	
	Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66	\$37.42	
	Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67	\$67.36	
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	S8F64	\$26.02	
	Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65	\$46.84	
POWER PROVISIONING					
	Power Engineering:				
	ILEC-Vendor Engineering	Per Application	NRLJX		\$552.00
	DC Power Engineering	Per Application	NRLFU		\$744.36
	Power Panel:				
	50 Amp	Per Power Panel (CLEC Provides)			
	Power Cable and Infrastructure:				
	Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68	\$1.05	
	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	S8F69	\$0.96	
POWER CONSUMPTION					
	DC Power Usage	Per Amp	S8F78	\$15.12	
FIBER CABLE PLACEMENT					
	Fiber Cable Placement	Per Fiber Cable Sheath	S8F79	\$11.78	\$2,710.21
	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$18.62	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
	CO Survey				
PROJECT MANAGEMENT					
	INITIAL				
	Application Processing	Per CLEC Application	NRL1U		\$444.53
	Project Coordination	Per CLEC Application	NRL59		\$3,289.31
	AUGMENT				
	Application Processing	Per CLEC Application Augment	NRL56		\$331.39
	Project Coordination	Per CLEC Application Augment	NRL5Z		\$1,448.49
TIME SENSITIVE ACTIVITIES					
TRAINING					
	Communication Technician	Per 1/2 Hour	NRLJY		\$44.31
	C O Manager (LFO)	Per 1/2 Hour	NRLMO		\$30.71
	Power Engineer	Per 1/2 Hour	NRLNQ		\$37.81
	Equipment Engineer	Per 1/2 Hour	NRLP6		\$37.81
EQUIPMENT MAINTENANCE COST					
	Communication Technician (NOC)	Per 1/4 Hour	NRLVH		\$22.16
EQUIPMENT EVALUATION COST					
	Equipment Engineer	Per 1/2 Hour	NRLP7		\$37.81
CONSTRUCTION COORDINATION					
	Communication Technician	Per 1/2 Hour	NRLVD		\$44.31
TEST & ACCEPTANCE					
	Communication Technician	Per 1/2 Hour	NRLVD		\$44.31
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
	Route Design	Per Placement	NRLWF		\$1,133.02
	Cable Installation	Per Arrangement			
	Voice Grade Arrangement	100 Copper Pairs	S8F82	\$4.12	\$161.58
	Includes Rack & Maintenance-Voice Grade	100 Copper Pairs			

ICB - Individual Case Basis
NA - Not Applicable
- USOC Under Development

**NEVADA BELL
TELEPHONE COMPANY**
December 5, 2001

APPENDIX PRICING
NEVADA BELL/QUANTUMSHIFT COMMUNICATIONS, INC.
Collocation Services

Collocation Services			Non-Recurring	Recurring
Voice Grade Arrangement	100 Shielded Pairs	S8F83	\$4.12	\$161.58
Includes Rack & Maintenance-Voice Grade	100 Shielded Pairs			
DS1 Arrangement - DCS	28 DS1	S8F8X	\$364.50	\$8,780.18
Includes Rack & Maintenance - DS1 - DCS	28 DS1			
DS1 Arrangement - DSX	28 DS1	S8F8Y	\$5.39	\$437.96
Includes Rack & Maintenance - DS1 - DSX	28 DS1			
DS3 Arrangement - DCS	1 DS3	S8F8Z	\$198.21	\$5,833.61
Includes Rack & Maintenance - DS3 - DCS	1 DS3			
DS3 Arrangement - DSX	1 DS3	S8F81	\$2.30	\$154.94
Includes Rack & Maintenance - DS3 - DSX	1 DS3			
4 Fiber Jumper	per Placement	S8F84	\$10.01	\$125.12
Fiber Raceway per 4 Fiber Jumper	Per Placement			
CLEC TO CLEC CONNECTION				
Route Design	Per Placement/Per Route	NRLWG		\$906.19
Cable Installation	Per Placement (CLEC Installs)			
50 Pr Shielded Cable	Per Placement (CLEC Provides)			
Cable Rack per 50 pr Cable	Per Placement	S8F85	\$0.54	
DS-3 Coax Cable	Per Placement (CLEC Provides)			
Cable Rack Per DS-3	Per Placement	S8F86	\$0.36	
4 Fiber Jumper	Per Placement (CLEC Provides)			
Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87	\$2.31	
24 Fiber Cable	Per Placement (CLEC Provides)			
Fiber Racking per 24 Fiber Cable	Per Placement	S8F88	\$1.08	
MISCELLANEOUS COSTS				
Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W	\$0.13	\$14.04
Bits Timing	Per two circuits	S8F7Z	\$6.16	\$662.40

Nevada Bell Telephone Company
Merger Conditions Pricing

MERGER CONDITIONS PRICING		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion				
2-Wire Analog Promotion		(CLEC must certify use for Residence End Users Only)		
Zone 1 - Urban		\$9.75	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
Zone 2 - Suburban		\$11.85	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
Zone 3 - Rural		\$12.75	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement

APPENDIX PERFORMANCE MEASUREMENTS

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2. EXCLUSIVE REMEDY 4

APPENDIX PERFORMANCE MEASUREMENTS**1. INTRODUCTION**

- 1.1 SBC Communications Inc. (SBC) 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 d/b/a SBC Nevada Bell Telephone Company (**NEVADA**), The Ohio 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.
- 1.2 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.3 The Public Utilities Commission of Nevada (the “PUCN”), pursuant to NRS 704.281 and NAC 704.6803 et seq., has adopted a Performance Measurement Plan and Performance Incentives Plan (“PMP/PIP”) for **NEVADA**. Under the PMP/PIP, **NEVADA** is obligated to make payments (“Incentive Payments”) to CLECs in the event **NEVADA** does not satisfy its performance measurement standards set forth in the PMP/PIP. The Commission has determined that the amount of each Incentive Payment is reasonable and sufficient to encourage competition or discourage discriminatory conduct. Incentive Payments are self-executing. That is, CLEC need not engage in either protracted or contentious litigation in order to enforce its ability to obtain inputs from **NEVADA** in a manner that affords CLEC a meaningful opportunity to compete.
- 1.4 As used herein, “**Service Bureau Provider**” means a company that has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC’s OSS application-to-application interfaces.
- 1.5 The performance measurement contained in the PMP/PIP, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect Parties’ rights and obligations. The existence of any particular service performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **NEVADA** is limited to providing any particular manner of access. The Parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this Interconnection Agreement.
- 1.6 Except as otherwise provided herein, the PMP/PIP, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be

incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the Parties. In the event that the PUCN orders **NEVADA** to make liquidated damage/remedies payments to CLEC for failure to meet any service performance measurement in a proceeding binding on both Parties, the Parties agree to incorporate Commission-ordered liquidated damage/remedies payments into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the Parties). The Parties expressly reserve all of their rights to challenge any liquidated damage/remedies payment, including but not limited to the right to oppose any such order and associated contract provision because liquidated damage/remedies provisions must be voluntarily agreed to and **NEVADA** does not at this time so agree.

- 1.7 In addition to the exclusions described in the PMP/PIP, **NEVADA** shall not be obligated to pay liquidated damages/remedies or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SBC-owned ILEC's OSS, including Service Bureau Provider provided processes, services, systems or connectivity.

2. EXCLUSIVE REMEDY

- 2.1 Incentive Payments shall be the sole and exclusive remedy of CLEC for **NEVADA** failure to meet the performance obligations set forth in the PMP/PIP; provided, however, that this provision shall not be construed to prevent CLEC from seeking relief under federal or state antitrust laws, applicable consumer protection statutes, or Section 271(d)(6) of the Telecommunications Act of 1996 (the "Act").

SCHEDULE - UNE COMBINATIONS
(Nevada)

UNE-P

2-Wire Basic Analog loop w/ Basic line Port

2-Wire Basic Analog loop w/ Analog DID trunk Port

2-Wire Basic Analog loop w/ Centrex Basic line Port

2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port

4-Wire Digital Loop with ISDN Prime Trunk Port

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) 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 d/b/a SBC 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.
- 1.3 As used herein, AM-OH means the applicable above listed ILEC doing business in Ohio.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AM-OH under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if AM-OH provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by AM-OH and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, AM-OH shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing 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.

1.7 The following defines the zones found in this Appendix PRICING:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
B	See: Tariff 20, Part 4, Section 1, Sheets 1-47
C	See: Tariff 20, Part 4, Section 1, Sheets 1-47
D	See: Tariff 20, Part 4, Section 1, Sheets 1-47

For Unbundled Interoffice Transmission Facilities:

<u>Rate Zone:</u>	<u>Total Access Lines:</u>
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

1.8 For modifications of **AM-OH**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. **RECURRING CHARGES**

2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.

For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next

- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **AM-OH** 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, **AM-OH** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AM-OH** network, without any changes to **AM-OH**’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AM-OH** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS Shared Transport (ULS-ST).

4.2 General Principles for Stand Alone ULS

- 4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **AM-OH** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
- 4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
- 4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **AM-OH** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

- 4.3.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).
- 4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection,

service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
2		<u>UNBUNDLED NETWORK ELEMENTS</u>		
3		<u>Unbundled Loops</u>		
4		2-Wire Analog - Metro (Access Area B)	\$ 5.84	See NRC prices below
5		2-Wire Analog - Suburban (Access Area C)	\$ 7.88	See NRC prices below
6		2-Wire Analog - Rural (Access Area D)	\$ 9.43	See NRC prices below
7		2-Wire Ground Start - Metro (Access Area B)	\$ 6.07	See NRC prices below
8		2-Wire Ground Start - Suburban (Access Area C)	\$ 8.50	See NRC prices below
9		2-Wire Ground Start - Rural (Access Area D)	\$ 10.02	See NRC prices below
10		2-Wire Coin - Metro (Access Area B)	\$ 5.84	See NRC prices below
11		2-Wire Coin - Suburban (Access Area C)	\$ 7.88	See NRC prices below
12		2-Wire Coin - Rural (Access Area D)	\$ 9.43	See NRC prices below
13		2-Wire EKL - Metro (Access Area B)	\$ 7.36	See NRC prices below
14		2-Wire EKL - Suburban (Access Area C)	\$ 12.02	See NRC prices below
15		2-Wire EKL - Rural (Access Area D)	\$ 13.35	See NRC prices below
16		Conditioning for dB Loss		See NRC prices below
17		4-Wire Analog - Metro (Access Area B)	\$ 10.29	See NRC prices below
18		4-Wire Analog - Suburban (Access Area C)	\$ 16.41	See NRC prices below
19		4-Wire Analog - Rural (Access Area D)	\$ 19.37	See NRC prices below
20		2-Wire Digital - Metro (Access Area B)	\$ 6.38	See NRC prices below
21		2-Wire Digital - Suburban (Access Area C)	\$ 9.34	See NRC prices below
22		2-Wire Digital - Rural (Access Area D)	\$ 10.79	See NRC prices below
23		4-Wire Digital - Metro (Access Area B)	\$ 66.45	See NRC prices below
24		4-Wire Digital - Suburban (Access Area C)	\$ 81.14	See NRC prices below
25		4-Wire Digital - Rural (Access Area D)	\$ 62.07	See NRC prices below
26	##	DS3 Loop - Metro (Access Area B)	\$ 729.02	See NRC prices below
27	##	DS3 Loop - Suburban (Access Area C)	\$ 821.81	See NRC prices below
28	##	DS3 Loop - Rural (Access Area D)	\$ 825.60	See NRC prices below
29		DSL Capable Loops		
30		2-Wire Digital Loop ISDN/IDSL		
31		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Metro	See 2-Wire Digital Above	See NRC prices below
32		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Suburban	See 2-Wire Digital Above	See NRC prices below
33		PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area D- Rural	See 2-Wire Digital Above	See NRC prices below
34		2-Wire xDSL Loop		
35		PSD #1 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
36		PSD #1 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
37		PSD #1 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
38				
39		PSD #2 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
40		PSD #2 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
41		PSD #2 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
42				
43		PSD #3 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
44		PSD #3 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
45		PSD #3 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
46				
47		PSD #4 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
48		PSD #4 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
49		PSD #4 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
50				
51		PSD #5 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
52		PSD #5 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
53		PSD #5 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
54				
55		PSD #7 - 2-Wire xDSL Loop Access Area B- Metro	\$ 5.84	See NRC prices below
56		PSD #7 - 2-Wire xDSL Loop Access Area C- Suburban	\$ 7.88	See NRC prices below
57		PSD #7 - 2-Wire xDSL Loop Access Area D- Rural	\$ 9.43	See NRC prices below
58		4-Wire xDSL Loop		
59		PSD #3 - 4-Wire xDSL Loop Access Area B- Metro	\$ 10.29	See NRC prices below
60		PSD #3 - 4-Wire xDSL Loop Access Area C- Suburban	\$ 16.41	See NRC prices below
61		PSD #3 - 4-Wire xDSL Loop Access Area D- Rural	\$ 19.37	See NRC prices below

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
62		IDSL Capable Loop				
63		IDSL Loop Access Area B - Metro	\$ 6.38		See NRC prices below	
64		IDSL Loop Access Area C - Suburban	\$ 9.34		See NRC prices below	
65		IDSL Loop Access Area D - Rural	\$ 10.79		See NRC prices below	
66						
67		Loop Non-Recurring Charges				
68		Service Ordering - Per Order	N/A		\$ 16.02	N/A
69		Line Connection - Per Loop	N/A		\$ 30.61	N/A
70	##	DS3 - Administrative	N/A		\$ 205.57	N/A
71	##	DS3 - Design & Central Office	N/A		\$ 643.36	N/A
72	##	DS3 - Customer Connection	N/A		\$ 219.32	N/A
73						
74		Service Coordination fee per account, per CO.	\$ 0.48			
75						
76		HFPL				
77		HFPL Loop				
78	* ##	HFPL Loop - Access Area B- Metro	\$ 2.92		N/A	N/A
79	* ##	HFPL Loop - Access Area C- Suburban	\$ 3.94		N/A	N/A
80	* ##	HFPL Loop - Access Area D- Rural	\$ 4.72		N/A	N/A
81		HFPL Cross Connects				
82	* ##	HFPL Cross Connect - CLEC Owned Non Integrated	\$ 0.48		\$ 131.06	N/A
83	* ##	HFPL Cross Connect - CLEC Owned Integrated	\$ 0.48		\$ 131.06	N/A
84	* ##	HFPL Cross Connect - SBC Owned	\$ 0.48		\$ 131.06	N/A
85		The price assumes all Central Office cross-connects required to provision the HFPL product				
86						
87						
88		HFPL OSS Charge				
89	* ##	HFPL OSS Charge - per line	\$ 0.87		N/A	N/A
90		HFPL LST				
91	* ##	Line & Station Transfer(LST)	N/A		TBD	TBD
92		HFPL Service Order				
93	* ##	HFPL Service Order Charge	N/A		\$ 16.23	N/A
94						
95		Loop Qualification Process				
96		Loop Qualification Process - Mechanized	N/A		\$ 0.10	N/A
97		Loop Qualification Process - Manual	N/A		TBD	N/A
98		Loop Qualification Process - Detailed Manual	N/A		TBD	N/A
99						
100		xDSL Conditioning Options				
101	##	DSL Conditioning Options - >12KFT and < 17.5KFT				
102	##	Removal of Repeater Options	N/A		\$ 121.89	N/A
103	##	Removal Bridged Tap Option	N/A		\$ 417.78	N/A
104	##	Removal of Load Coil	N/A		\$ 437.91	N/A
105	##	DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT				
106	##	Removal of Repeater Options	N/A		\$ 152.54	N/A
107	##	Removal Bridged Tap Option	N/A		\$ 362.11	N/A
108	##	Removal of Load Coil	N/A		\$ 588.49	N/A
109	##					
110		SUB-LOOPS				
111	##	CO to ECS sub-loop				
112	##	2 Wire Analog - area B	\$ 5.49		See NRC prices below	
113	##	2 Wire Analog - Area C	\$ 6.24		See NRC prices below	
114	##	2 Wire Analog - area D	\$ 9.34		See NRC prices below	
115	##	4 Wire Analog - area B	\$ 13.58		See NRC prices below	
116	##	4 Wire Analog - area C	\$ 16.13		See NRC prices below	
117	##	4 Wire Analog - area D	\$ 22.01		See NRC prices below	
118	##	2 Wire DSL - area B	TBD		See NRC prices below	
119	##	2 Wire DSL - area C	TBD		See NRC prices below	
120	##	2 Wire DSL - area D	TBD		See NRC prices below	
121	##	4 Wire DSL - area B	TBD		See NRC prices below	
122	##	4 Wire DSL - area C	TBD		See NRC prices below	
123	##	4 Wire DSL - area D	TBD		See NRC prices below	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

**AMERITECH
TELEPHONE CO
OHIO**
November 22, 2002

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
124	##	2 Wire ISDN Compatible - area B	\$ 12.85	See NRC prices below
125	##	2 Wire ISDN Compatible - area C	\$ 14.10	See NRC prices below
126	##	2 Wire ISDN Compatible - area D	\$ 23.62	See NRC prices below
127	##	CO to RT sub-loop		
128	##	4 Wire DS1 Compatible - area B	\$ 95.36	See NRC prices below
129	##	4 Wire DS1 Compatible - area C	\$ 89.34	See NRC prices below
130	##	4 Wire DS1 Compatible - area D	\$ 112.84	See NRC prices below
131	##	DS3 compatible subloop - Area B	\$ 716.71	See NRC prices below
132	##	DS3 compatible subloop - Area C	\$ 806.96	See NRC prices below
133	##	DS3 compatible subloop - Area D	\$ 810.62	See NRC prices below
134	##	CO to SAI Sub-Loop		
135	##	2 Wire Analog - area B	\$ 5.87	See NRC prices below
136	##	2 Wire Analog - Area C	\$ 6.95	See NRC prices below
137	##	2 Wire Analog - area D	\$ 9.16	See NRC prices below
138	##	4 Wire Analog - area B	\$ 14.31	See NRC prices below
139	##	4 Wire Analog - area C	\$ 17.55	See NRC prices below
140	##	4 Wire Analog - area D	\$ 21.63	See NRC prices below
141	##	2 Wire DSL - area B	\$ 5.04	See NRC prices below
142	##	2 Wire DSL - area C	\$ 6.10	See NRC prices below
143	##	2 Wire DSL - area D	\$ 6.50	See NRC prices below
144	##	4 Wire DSL - area B	\$ 10.02	See NRC prices below
145	##	4 Wire DSL - area C	\$ 12.18	See NRC prices below
146	##	4 Wire DSL - area D	\$ 12.96	See NRC prices below
147	##	2 Wire ISDN Compatible - area B	\$ 9.92	See NRC prices below
148	##	2 Wire ISDN Compatible - area C	\$ 12.70	See NRC prices below
149	##	2 Wire ISDN Compatible - area D	\$ 18.58	See NRC prices below
150	##	CO to Terminal sub-loop		
151	##	2 Wire Analog - area B	\$ 8.36	See NRC prices below
152	##	2 Wire Analog - Area C	\$ 11.70	See NRC prices below
153	##	2 Wire Analog - area D	\$ 15.86	See NRC prices below
154	##	4 Wire Analog - area B	\$ 19.36	See NRC prices below
155	##	4 Wire Analog - area C	\$ 27.05	See NRC prices below
156	##	4 Wire Analog - area D	\$ 35.05	See NRC prices below
157	##	2 Wire DSL - area B	\$ 7.52	See NRC prices below
158	##	2 Wire DSL - area C	\$ 10.87	See NRC prices below
159	##	2 Wire DSL - area D	\$ 13.22	See NRC prices below
160	##	4 Wire DSL - area B	\$ 15.06	See NRC prices below
161	##	4 Wire DSL - area C	\$ 21.69	See NRC prices below
162	##	4 Wire DSL - area D	\$ 26.38	See NRC prices below
163	##	2 Wire ISDN Compatible - area B	\$ 12.41	See NRC prices below
164	##	2 Wire ISDN Compatible - area C	\$ 17.45	See NRC prices below
165	##	2 Wire ISDN Compatible - area D	\$ 25.28	See NRC prices below
166	##	ECS to SAI sub-loop		
167	##	2 Wire Analog - area B	\$ 0.95	See NRC prices below
168	##	2 Wire Analog - Area C	\$ 1.16	See NRC prices below
169	##	2 Wire Analog - area D	\$ 1.70	See NRC prices below
170	##	4 Wire Analog - area B	\$ 1.89	See NRC prices below
171	##	4 Wire Analog - area C	\$ 2.31	See NRC prices below
172	##	4 Wire Analog - area D	\$ 3.36	See NRC prices below
173	##	2 Wire DSL - area B	\$ 0.95	See NRC prices below
174	##	2 Wire DSL - area C	\$ 1.16	See NRC prices below
175	##	2 Wire DSL - area D	\$ 1.70	See NRC prices below
176	##	4 Wire DSL - area B	\$ 1.89	See NRC prices below
177	##	4 Wire DSL - area C	\$ 2.31	See NRC prices below
178	##	4 Wire DSL - area D	\$ 3.36	See NRC prices below
179	##	ECS to Terminal sub-loop		
180	##	2 Wire Analog - area B	\$ 3.44	See NRC prices below
181	##	2 Wire Analog - Area C	\$ 5.92	See NRC prices below
182	##	2 Wire Analog - area D	\$ 8.40	See NRC prices below
183	##	4 Wire Analog - area B	\$ 6.93	See NRC prices below
184	##	4 Wire Analog - area C	\$ 11.81	See NRC prices below
185	##	4 Wire Analog - area D	\$ 16.77	See NRC prices below

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

**AMERITECH
TELEPHONE CO
OHIO**
November 22, 2002

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
186	##	2 Wire DSL - area B	\$ 3.44	See NRC prices below
187	##	2 Wire DSL - area C	\$ 5.92	See NRC prices below
188	##	2 Wire DSL - area D	\$ 8.40	See NRC prices below
189	##	4 Wire DSL - area B	\$ 6.93	See NRC prices below
190	##	4 Wire DSL - area C	\$ 11.81	See NRC prices below
191	##	4 Wire DSL - area D	\$ 16.77	See NRC prices below
192	##	ECS to NID sub-loop		
193	##	2 Wire Analog - area B	\$ 4.40	See NRC prices below
194	##	2 Wire Analog - Area C	\$ 7.02	See NRC prices below
195	##	2 Wire Analog - area D	\$ 9.66	See NRC prices below
196	##	4 Wire Analog - area B	\$ 8.82	See NRC prices below
197	##	4 Wire Analog - area C	\$ 14.00	See NRC prices below
198	##	4 Wire Analog - area D	\$ 19.29	See NRC prices below
199	##	2 Wire DSL - area B	\$ 4.40	See NRC prices below
200	##	2 Wire DSL - area C	\$ 7.02	See NRC prices below
201	##	2 Wire DSL - area D	\$ 9.66	See NRC prices below
202	##	4 Wire DSL - area B	\$ 8.82	See NRC prices below
203	##	4 Wire DSL - area C	\$ 14.00	See NRC prices below
204	##	4 Wire DSL - area D	\$ 19.29	See NRC prices below
205	##	SAI to Terminal sub-loop		
206	##	2 Wire Analog - area B	\$ 3.59	See NRC prices below
207	##	2 Wire Analog - Area C	\$ 5.61	See NRC prices below
208	##	2 Wire Analog - area D	\$ 7.70	See NRC prices below
209	##	4 Wire Analog - area B	\$ 7.25	See NRC prices below
210	##	4 Wire Analog - area C	\$ 11.22	See NRC prices below
211	##	4 Wire Analog - area D	\$ 15.42	See NRC prices below
212	##	2 Wire DSL - area B	\$ 3.59	See NRC prices below
213	##	2 Wire DSL - area C	\$ 5.61	See NRC prices below
214	##	2 Wire DSL - area D	\$ 7.70	See NRC prices below
215	##	4 Wire DSL - area B	\$ 7.25	See NRC prices below
216	##	4 Wire DSL - area C	\$ 11.22	See NRC prices below
217	##	4 Wire DSL - area D	\$ 15.42	See NRC prices below
218	##	SAI to NID sub-loop		
219	##	2 Wire Analog - area B	\$ 4.54	See NRC prices below
220	##	2 Wire Analog - Area C	\$ 6.71	See NRC prices below
221	##	2 Wire Analog - area D	\$ 8.97	See NRC prices below
222	##	4 Wire Analog - area B	\$ 9.14	See NRC prices below
223	##	4 Wire Analog - area C	\$ 13.42	See NRC prices below
224	##	4 Wire Analog - area D	\$ 17.94	See NRC prices below
225	##	2 Wire DSL - area B	\$ 4.54	See NRC prices below
226	##	2 Wire DSL - area C	\$ 6.71	See NRC prices below
227	##	2 Wire DSL - area D	\$ 8.97	See NRC prices below
228	##	4 Wire DSL - area B	\$ 9.14	See NRC prices below
229	##	4 Wire DSL - area C	\$ 13.42	See NRC prices below
230	##	4 Wire DSL - area D	\$ 17.94	See NRC prices below
231	##	Terminal to NID sub-loop		
232	##	2 Wire Analog - area B	\$ 1.36	See NRC prices below
233	##	2 Wire Analog - Area C	\$ 1.61	See NRC prices below
234	##	2 Wire Analog - area D	\$ 1.76	See NRC prices below
235	##	4 Wire Analog - area B	\$ 2.78	See NRC prices below
236	##	4 Wire Analog - area C	\$ 3.18	See NRC prices below
237	##	4 Wire Analog - area D	\$ 3.53	See NRC prices below
238	##	2 Wire DSL - area B	\$ 1.36	See NRC prices below
239	##	2 Wire DSL - area C	\$ 1.61	See NRC prices below
240	##	2 Wire DSL - area D	\$ 1.76	See NRC prices below
241	##	4 Wire DSL - area B	\$ 2.78	See NRC prices below
242	##	4 Wire DSL - area C	\$ 3.18	See NRC prices below
243	##	4 Wire DSL - area D	\$ 3.53	See NRC prices below
244	##	NID sub-loop element		
245	##	2 Wire Analog - area B	\$ 0.18	See NRC prices below
246	##	2 Wire Analog - Area C	\$ 0.18	See NRC prices below
247	##	2 Wire Analog - area D	\$ 0.18	See NRC prices below

TBD - To be determined
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AMERITECH
TELEPHONE CO
OHIO
November 22, 2002

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Line	OHIO	- Generic Rate Sheets		Monthly - Recurring		Non-Recurring	
248	##		4 Wire Analog - area B	\$	0.35		See NRC prices below
249	##		4 Wire Analog - area C	\$	0.33		See NRC prices below
250	##		4 Wire Analog - area D	\$	0.33		See NRC prices below
251	##		2 Wire DSL - area B	\$	0.18		See NRC prices below
252	##		2 Wire DSL - area C	\$	0.18		See NRC prices below
253	##		2 Wire DSL - area D	\$	0.18		See NRC prices below
254	##		4 Wire DSL - area B	\$	0.35		See NRC prices below
255	##		4 Wire DSL - area C	\$	0.33		See NRC prices below
256	##		4 Wire DSL - area D	\$	0.33		See NRC prices below
257	##		2 Wire ISDN Compatible - area B	\$	0.18		See NRC prices below
258	##		2 Wire ISDN Compatible - area C	\$	0.18		See NRC prices below
259	##		2 Wire ISDN Compatible - area D	\$	0.18		See NRC prices below
260	##		4 Wire DS1 Compatible - area B	TBD			See NRC prices below
261	##		4 Wire DS1 Compatible - area C	TBD			See NRC prices below
262	##		4 Wire DS1 Compatible - area D	TBD			See NRC prices below
263	##		DS3 compatible subloop - Area B	TBD			See NRC prices below
264	##		DS3 compatible subloop - Area C	TBD			See NRC prices below
265	##		DS3 compatible subloop - Area D	TBD			See NRC prices below
266	##	Sub-Loop Non-Recurring Charges					
267	##		2-Wire Analog Sub-Loop			\$	217.57
268	##		4-Wire Analog Sub-Loop			\$	218.54
269	##		2-Wire xDSL Digital Sub-Loop			\$	250.83
270	##		4-Wire xDSL Digital Sub-Loop			\$	255.11
271	##		2-Wire ISDN Digital Sub-Loop			\$	278.37
272	##		4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop			\$	470.27
273	##		DS3 Sub-Loop			\$	619.58
274	##	Sub-Loop Service Order Charge					
275	##		Establish, per occasion			\$	16.23
276	##	Sub-Loop Line Connection Charge					
277	##		per occasion			\$	31.00
278							
279	Cross Connects						
280		2-Wire		\$	0.15		NA
281		4-Wire		\$	0.29		NA
282		6-Wire		\$	0.45		NA
283		8-Wire		\$	0.59		NA
284		DS1/LT1		\$	0.40		NA
285		DS3/LT3		\$	0.70		NA
286		OC3		\$	74.32		NA
287		OC12		\$	391.72		NA
288		OC48		\$	955.39		NA
289	##	DS3 C.O. Cross-Connect to Collocation		\$	30.54		N/A
290							
291	Dedicated Transport						
292		Entrance Facility:					
293		DS1	Zone 1	\$	66.45		NA
294			Zone 2	\$	81.14		NA
295			Zone 3	\$	62.07		NA
296		DS3	Zone 1	\$	560.77		NA
297			Zone 2	\$	646.31		NA
298			Zone 3	\$	693.84		NA
299		OC3	All Zones	\$	269.65		NA
300		OC12	All Zones	\$	464.01		NA
301		OC48	All Zones	\$	1,931.85		NA
302							
303		Interoffice Transport:					
304		DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$	14.79		NA
305			Interoffice Mileage - Per Mile - All Zones	\$	1.64		NA
306		DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$	127.75		NA
307			Interoffice Mileage - Per Mile - All Zones	\$	21.61		NA
308		OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$	326.14		NA
309			Interoffice Mileage - Per Mile - All Zones	\$	206.39		NA

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Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
310		OC12 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 554.09	NA
311		Interoffice Mileage - Per Mile - All Zones	\$ 370.49	NA
312		OC48 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 1,219.10	NA
313		Interoffice Mileage - Per Mile - All Zones	\$ 264.08	NA
314				
315		Multiplexing		
316		DS1 to Voice Grade	\$ 279.80	NA
317		DS3 to DS1	\$ 372.85	NA
318		OC3 Add/Drop Multiplexing - Per Arrangement	\$ 528.23	NA
319		Add/Drop Function		
320		- Per DS3 Add or Drop	\$ 101.70	NA
321		- Per DS1 Add or Drop	\$ 31.40	NA
322		OC12 Add/Drop Multiplexing - Per Arrangement	\$ 592.17	NA
323		Add/Drop Function		
324		- Per OC3 Add or Drop	\$ 141.66	NA
325		- Per DS3 Add or Drop	\$ 30.72	NA
326		OC48 Add/Drop Multiplexing - Per Arrangement	\$ 665.51	NA
327		Add/Drop Function		
328		- Per OC12 Add or Drop	\$ 307.93	NA
329		- Per OC3 Add or Drop	\$ 142.38	NA
330		- Per DS3 Add or Drop	\$ 49.30	NA
331				
332		Dedicated Transport Cross Connects		
333		DS1	\$ 0.40	NA
334		DS3	\$ 0.70	NA
335		OC3	\$ 74.32	NA
336		OC12	\$ 391.72	NA
337		OC48	\$ 955.39	NA
338				
339		Dedicated Transport Optional Features & Functions		
340		DS1 Clear Channel Capability - Per 1.544 Mbps Circuit Arranged		\$ 402.28
341		OC3 1+1 Protection - Per OC3 Entrance Facility	\$ 40.23	NA
342		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 40.23	\$ 2,733.58
343		1+1 Protection with Route Survivability (1 & 2 below apply)		
344		- (1) Per OC3 Entrance Facility	\$ 40.23	NA
345		- (2) Per Quarter Route Mile	\$ 47.49	NA
346		OC12 1+1 Protection - Per OC12 Entrance Facility	\$ 198.99	NA
347		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 198.99	\$ 2,733.58
348		1+1 Protection with Route Survivability (1 & 2 below apply)		
349		- (1) Per OC12 Entrance Facility	\$ 198.99	NA
350		- (2) Per Quarter Route Mile	\$ 42.08	NA
351		OC48 1+1 Protection - Per OC48 Entrance Facility	\$ 826.72	NA
352		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 826.72	\$ 2,733.58
353		1+1 Protection with Route Survivability (1 & 2 below apply)		
354		- (1) Per OC48 Entrance Facility	\$ 826.72	NA
355		- (2) Per Quarter Route Mile	\$ 70.75	NA
356				
357		Dedicated Transport Installation & Rearrangement Charges		
358		DS1 Administration Charge - Per Order	NA	\$ 394.30
359		Design & Central Office Connection Charge - Per Circuit	NA	\$ 624.17
360		Carrier Connection Charge - Per Order	NA	\$ 512.19
361		DS3 Administration Charge - Per Order	NA	\$ 299.28
362		Design & Central Office Connection Charge - Per Circuit	NA	\$ 663.29
363		Carrier Connection Charge - Per Order	NA	\$ 351.77
364		OC3 Administration Charge - Per Order	NA	\$ 116.40
365		Design & Central Office Connection Charge - Per Circuit	NA	\$ 487.96
366		Carrier Connection Charge - Per Order	NA	\$ 652.38
367		OC12 Administration Charge - Per Order	NA	\$ 116.40
368		Design & Central Office Connection Charge - Per Circuit	NA	\$ 487.96
369		Carrier Connection Charge - Per Order	NA	\$ 652.38
370		OC48 Administration Charge - Per Order	NA	\$ 116.40
371		Design & Central Office Connection Charge - Per Circuit	NA	\$ 487.96

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
372		Carrier Connection Charge - Per Order	NA		\$ 652.38	
373						
374		Dedicated Transport Network Reconfiguration Service (NRS)				
375		On rates, terms and conditions specified in FCC Tariff No. 2			3	
376						
377		Digital Cross-Connect System				
378		DCS Port Charge				
379		DS1	ICB		ICB	
380		DS3	ICB		ICB	
381		DCS Establishment Charge	ICB		ICB	
382		Database Modification Charge	ICB		ICB	
383		Reconfiguration Charge	ICB		ICB	
384						
385		Dark Fiber				
386	##	Dark Fiber Interoffice				
387	##	Dark Fiber Interoffice Termination (Per Termination per Fiber)	\$75.79		NA	
388	##	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	\$0.00159		NA	
389	##	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	\$3.20		NA	
390	##	Dark Fiber Loop / Subloop				
391	##	Dark Fiber Loop/SubLoop Termination (Per Termination per Fiber)	\$12.84		NA	
392	##	Dark Fiber Loop/SubLoop Mileage (Per Fiber per Foot)	\$0.00176		NA	
393	##	Dark Fiber Loop/Subloop Cross Connect (Per Termination per Fiber)	\$2.62		NA	
394	##	Inquiry (Per Request)				
395	##	Dark Fiber Loop - NRC	NA		\$73.25	
396	##	Dark Fiber Sub-Loop - NRC	NA		\$73.25	
397	##	Dark Fiber Interoffice Transport - NRC	NA		\$290.65	
398	##	FIRM ORDER (Per Fiber Strand)				
399	##	Administrative per Order				
400	##	Connect	NA		\$11.53	
401	##	Disconnect	NA		\$10.21	
402	##	Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)				
403	##	Connect	NA		\$343.23	
404	##	Disconnect	NA		\$90.67	
405	##	Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)				
406	##	Connect	NA		\$351.46	
407	##	Disconnect	NA		\$81.71	
408	##	Dark Fiber Interoffice Transport - NRC				
409	##	Connect	NA		\$414.95	
410	##	Disconnect	NA		\$160.42	
411						
412		Line Information Database - LIDB	USAGE			
413		Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.015282	(per query)	NA	
414		Query Transport (Regional STP Access Validation)	\$ 0.000019	(per query)	NA	
415		Validation Query (Local STP Access Includes SMS & Sleuth)	\$ 0.015282	(per query)	NA	
416		Query Transport (Local STP Access Validation)	\$ 0.000135	(per query)	NA	
417		CNAM Database Query (Regional STP Access Includes SMS)	\$ 0.009252	(per query)	NA	
418		CNAM Database Query (Local STP Access Includes SMS)	\$ 0.009252	(per query)	NA	
419		Service Order Cost	NA		\$ 25.00	
420		LIDB Data Storage & Administration				
421		Manual Update			\$ 2.00	(Per Update)
422						
423		800 Database				
424		Fac.Based-Local STP Conn-800DB Carrier ID Only	\$ 0.001257			
425		Fac.Based-Local STP Conn-800DB Routing Options	\$ 0.000252			
426		Fac.Based-Reg. STP Conn-800DB Carrier ID Only	\$ 0.001141			
427		Fac.Based-Reg. STP Conn-800DB Routing Options	\$ 0.000137			
428		Non-Fac Based-800DB Call Routing Query	\$ 0.002170			
429		Non-Fac Based-800DB Routing Options	\$ 0.000407			
430						
431		SS7 Links, Ports and Signalling				
432		SS7 Links - Cross Connects				

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
433		STP to Collocators Cage - DS0	See Dedicated Transport			
434		STP to Collocators Cage- DS1	See Dedicated Transport			
435		STP to SWBT MDF - DS0	See Dedicated Transport			
436		STP to SWBT DSX Frame-DS1	See Dedicated Transport			
437		SS7 Links				
438		STP Access Connection - 1.544 Mbps	See Dedicated Transport			
439		STP Access Link - 56 Kbps	See Dedicated Transport			
440		STP Port	\$ 284.02		\$ 624.49	
441		SS7 Signalling	USAGE			
442		Signal Switching/ISUP msg	\$ 0.000127			
443		Signal Transport/ISUP msg	\$ 0.000047			
444		Signal Formulation/ISUP msg	\$ 0.000150			
445		Signal Tandem Switching/ISUP msg	\$ 0.000219			
446		Signal Switching/TCAP msg	\$ 0.000113			
447		Signal Transport/TCAP msg	\$ 0.000031			
448		Signal Formulation/TCAP msg	\$ 0.000124			
449		Orig.Point Code/per svc added or changed			\$ 22.71	
450		Global Title Address Trans per svc added/changed			\$ 12.22	
451						
452		Unbundled Local Switching with Shared Transport (ULS-ST)				
453		ULS-Usage for ULS-ST, per Originating & Terminating MOU	\$ 0.000779	per MOU	NA	
454		ULS-ST Blended Transport MOU	\$ 0.001047	per MOU	NA	
455		ULS-ST Reciprocal Compensation MOU	\$ 0.000779	per MOU	NA	
456		ULS-ST Common Transport MOU	\$ 0.000629	per MOU	NA	
457		ULS-ST Tandem Switching MOU	\$ 0.000213	per MOU	NA	
458		SS7 Signaling Transport associated with ULS-ST	\$ 0.000035	per Message	N/A	
459		ULS-ST Ports				
460		Baisc Line Port - Residence, per Port	\$ 3.11		\$ 48.27	
461		Baisc Line Port - Business, per Port	\$ 4.61		\$ 48.27	
462						
463		Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch			\$ 130.57	
464						
465		Unbundled Local Switching (ULS)				
466		ULS Usage, per Originating or Terminating MOU (statewide)	\$ 0.003209	per MOU	NA	
467		Daily Usage Feed (DUF), per message	\$ 0.000885	per Message	NA	
468		Customized Routing per Line Class Code, per switch	NA		\$ 304.06	
469		Regional Usage Billing & Trunk Order Development, per CLEC	NA		\$ 35,773.77	
470		Service Coordination Fee, per CLEC bill, per switch	\$ 0.48			
471		Customer Training			\$ 78.82	
472						
473		ULS - Port Charge Per Month				
474		Baisc Line Port - Residence, per Port	\$ 3.11		\$ 48.27	
475		Baisc Line Port - Business, per Port	\$ 4.61		\$ 48.27	
476		Ground Start Port	\$ 4.92		\$ 48.27	
477		COPTS - Coin Port	\$ 4.92		\$ 48.27	
478		Analog DID Trunk Port	\$ 12.67		\$ 48.27	
479		DID Telephone Number, per Number	\$ 0.01		N/A	
480		Add / Rearrange Each Termination	N/A		\$ 30.06	
481		ISDN BRI Port	\$ 28.15		\$ 48.27	
482		ISDN Telephone Number, per Number	\$ 0.01			
483		ISDN PRI Port	\$ 146.52		\$ 725.29	
484		ISDN Telephone Number, per Number	\$ 0.01			
485		Add / Rearrange Each Termination	N/A		\$ 30.06	
486		Digital Trunking Trunk Port	\$ 105.71		\$ 725.29	
487		DS1 Trunk Port	\$ 81.69		\$ 725.29	
488		Centrex Basic Line Port	\$ 8.90		\$ 48.27	
489		Centrex ISDN BRI Port	\$ 44.99		\$ 48.27	

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Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
490		Centrex EKL Line Port	\$	27.29	\$	48.27
491		Centrex Attendant Console Line Port	\$	87.24	\$	96.55
492						
493		ULS and ULS-ST Port Non-Recurring Charges				
494		Service Order Initial - Line Port, per occasion		NA	\$	16.02
495		Service Order Initial - Trunk Port, per occasion		NA	\$	325.62
496		Service Order Add / Change, per occasion		NA	\$	16.02

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
497		Service Order - Record Order, per occasion	NA		\$ 14.27	
498		Conversion from one port type to another, per each port changed	NA		\$ 43.63	
499						
500		Unbundled Tandem Switching				
501		Tandem Switching, per minute of use (without Tandem Trunks)	\$ 0.000684		NA	
502		Tandem Trunks (DS1)	\$ 122.01			
503		Trunk Features	\$ 15.62			
504		Service Order - New			\$ 377.77	
505		Line Connection			\$ 770.83	
506		Service Order - Add / Change			\$ 25.01	
507						
508		Unbundled Switch Port - Vertical Features				
509		Analog Line Port Features (per feature per port):				
510		Call Waiting	NA		NA	
511		Call Forwarding Variable	NA		NA	
512		Call Forwarding Busy Line	NA		NA	
513		Call Forwarding Don't Answer	NA		NA	
514		Three-Way Calling	NA		NA	
515		Speed Calling - 8	NA		NA	
516		Speed Calling - 30	NA		NA	
517		Auto Callback/Auto Redial	NA		NA	
518		Distinctive Ring/Priority Call	NA		NA	
519		Selective Call Rejection/Call Blocker	NA		NA	
520		Auto Recall/Call Return	NA		NA	
521		Selective Call Forwarding	NA		NA	
522		Calling Number Delivery	NA		NA	
523		Calling Name Delivery	NA		NA	
524		Calling Number/Name Blocking	NA		NA	
525						
526		Analog Line Port Features:				
527		Personalized Ring (per arrangement per port)	NA		NA	
528		Hunting Arrangement (per arrangement)	NA		NA	
529						
530		ISDN BRI Port Features (per B Channel, unless noted)				
531		CSV/CSD per ISDN BRI port (required/provided)	NA		NA	
532						
533		Basic Centrex Electronic Key Line (EKL) Features	NA		NA	
534		Basic EKL provides:	NA		NA	
535		Bridged Call Exclusion	NA		NA	
536		Bridging	NA		NA	
537		Call Forwarding Don't Answer	NA		NA	
538		Call Forwarding Interface Busy	NA		NA	
539		Call Forwarding Variable	NA		NA	
540		Message Waiting Indicator	NA		NA	
541		Speed Call (Long)	NA		NA	
542		Speed Call (Short)	NA		NA	
543		Three-way Conference Calling	NA		NA	
544						
545		Call Appearance Call Handling (CACH) EKL				
546		CACH EKL includes:	NA		NA	
547		Additional Call Offering (inherent)	NA		NA	
548		Bridged Call Exclusion	NA		NA	
549		Bridging	NA		NA	
550		Call Forwarding Don't Answer	NA		NA	
551		Call Forwarding Interface Busy	NA		NA	
552		Call Forwarding Variable	NA		NA	
553		Intercom	NA		NA	
554		Key System Coverage for Analog Lines	NA		NA	
555		Message Waiting Indicator	NA		NA	
556		Speed Call (Long)	NA		NA	
557		Speed Call (Short)	NA		NA	
558		Three-way Conference Calling	NA		NA	

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Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
559						
560		Basic individual features:				
561		Additional Call Offering	NA		NA	
562		Call Forwarding Don't Answer	NA		NA	
563		Call Forwarding Interface Busy	NA		NA	
564		Call Forwarding Variable	NA		NA	
565		Calling Number Delivery	NA		NA	
566		Hunt Group for CSD	NA		NA	
567		Hunt Group for CSV	NA		NA	
568		Message Waiting Indicator	NA		NA	
569		Secondary Only Telephone Number	NA		NA	
570		Three Way Conference Calling	NA		NA	
571						
572		ISDN PRI Port Features				
573		Backup D Channel	NA		NA	
574		Calling Number Delivery	NA		NA	
575		Dynamic Channel Allocation	NA		NA	
576		DID #s - see Analog DID Trunk Port Features	NA		NA	
577						
578		Analog Trunk Port Features (per feature per port)				
579		DID #s - per telephone number	\$ 0.01			
580						
581		DS1 Digital Trunk Port Features (per feature per port)				
582		DID #s - see Analog DID Trunk Port Features	\$ 0.01			
583						
584		Unbundled Centrex System Options				
585		Centrex Common Block Establishment, per Serving Office	NA		\$ 494.11	
586		Centrex System Features,	305.52			
587		Centrex System Feature Activation, per Occasion	NA		\$ 260.86	
588		Centrex Change and Rearrange, per System Feature, per Occasion	NA		\$ 67.71	
589						
590		System Features (per Centrex Common Block):	\$ 305.52		NA	
591		Automatic Callback Calling/Business Group Callback				
592		Call Forwarding Variable/Business Group Call Forwarding Variable				
593		Call Forwarding Busy Line				
594		Call Forwarding Don't Answer				
595		Call Hold				
596		Call Pickup				
597		Call Transfer - All Calls				
598		Call Waiting - Intragroup/Business Group Call Waiting				
599		Call Waiting - Originating				
600		Call Waiting - Terminating				
601		Class of Service Restriction - Fully Restricted				
602		Class of Service Restriction - Semi Restricted				
603		Class of Service Restriction - Toll Restricted				
604		Consultation Hold				
605		Dial Call Waiting				
606		Directed Call Pickup - Non Barge In				
607		Directed Call Pickup - With Barge In				
608		Distinctive Ringing and Call Waiting Tone				
609		Hunting Arrangement - Basic				
610		Hunting Arrangement - Circular				
611		Speed Calling Personal (short list)				
612		Three Way Calling				
613						
614		ISDN BRI Port Features for Unbundled Centrex				
615		Circuit Switched Voice (CSV)/(CSD) per BRI				
616						
617		Standard feature initialization per Centrex System	\$ 305.52		NA	
618		Individual features (per feature per B Channel)				
619		Additional Call Offering for CSV				
620		Automatic Callback Calling				

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE CO
OHIO
November 22, 2002

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
621		Call Forwarding Busy Line				
622		Call Forwarding Don't Answer				
623		Call Forwarding Variable				
624		Call Hold				
625		Call Pickup				
626		Call Transfer - All Calls				
627		Class of Service Restriction - Fully Restricted				
628		Class of Service Restriction - Semi Restricted				
629		Class of Service Restriction - Toll Restricted				
630		Consultation Hold				
631		Dial Call Waiting				
632		Directed Call Pickup - Non Barge In				
633		Directed Call Pickup - With Barge In				
634		Distinctive Ringing				
635		Hunting Arrangement - Basic				
636		Hunting Arrangement - Circular				
637		Speed Calling Personal (short list)				
638		Three Way Calling				
639		Custom Access Treatment Code (TX only)				
640		Denied Origination (TX only)				
641		Denied Termination (TX only)				
642		Intercom Dialing (TX only)				
643						
644		OTHER				
645	##	Directory Assistance				
646	##	Directory Assistance, per occurrence	\$	0.30		NA
647	##	Directory Assistance Call Completion (DACC)	\$	0.15		NA
648	##	Directory Assistance/National Directory Assistance, per occurrence	\$	0.35		NA
649	##	Branding - Other - Initial/Subsequent Load			\$	1,800.00
650	##	- per call	\$	0.025		
651	##	Branding - Facility Based - Initial/Subsequent Load				
652	##	- Branding, per trunk group		NA	\$	800.00
653	##	Directory Assistance - Facilities Based Rate Reference - Initial Load		NA	\$	2,200.00
654	##	Reference Load		NA	\$	1,000.00
655	##	DA Listing Liscense				
656	##	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)				
657	##	- per listing for initial load		NA	\$	0.040
658	##	- per listing for subsequent updates		NA	\$	0.060
659	##	Option #2 Full File (all states inclusive) Billable Release				
660	##	- per listing for initial load		NA	\$	0.020
661	##	- per listing for subsequent updates		NA	\$	0.030
662	##	- per usage/query		NA	\$	0.020
663	##	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)				
664	##	- per listing for initial load		NA	\$	0.050
665	##	- per listing for subsequent updates		NA	\$	0.060
666	##	Option #4 Pick & Choose (by state) Billable Release				
667	##	- per listing for initial load		NA	\$	0.020
668	##	- per listing for subsequent updates		NA	\$	0.030
669	##	- per usage/query		NA	\$	0.020
670						
671	##	Operator Services				
672	##	Fully Automated Call Processing, per occurrence	\$	0.15		NA
673	##	Operator Assisted Call Processing, per work second	\$	0.02		NA
674	##	Branding - Other - Initial/Subsequent Load			\$	1,800.00
675	##	- per call	\$	0.025		
676	##	Branding - Facility Based - Initial/Subsequent Load				
677	##	- Branding, per trunk group		NA	\$	800.00
678	##	Operator Services - Facilities Based Rate Reference - Initial Load		NA	\$	2,200.00
679	##	Reference Load		NA	\$	1,000.00
680						
681		Ancillary Message Billing Compensation (Per Message)	\$	0.03		NA
682						

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
683		Structure Access - Poles & Ducts	Annually			
684		Pole Attachments, per Pole attachment*	\$	2.52		
685		Conduit, per Foot of innerduct	\$	0.74		
686		Innerduct, per ft	\$	0.37		
687		Application fee			\$	200.00
688		*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each				
689		additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.				
690						
691		Emergency Number Service Access				
692		911 Selective Router Interconnection				
693		-Digital DS1 Interface	\$	336.44	\$	759.98
694		-Each DSO installed		N/A	\$	364.69
695		-Analog Channel Interface	\$	28.72	\$	436.62
696		ANI/ALI/SR and Database Management				
697		- Per 100 records, rounded up to nearest 100	\$	107.18	\$	21.54
698		911 Selective Router Switch Administration				
699		-Per Selective Router	\$	5.55	\$	2,645.15
700						
701		UNE-P New Combinations				
702		UNE-P Combinations Non-Recurring - Charges for New Residential POTS Local Exchange service /1/			\$	33.88
703						
704		RECIPROCAL COMPENSATION				
705		End Office Local Termination				
706		Duration charge, per MOU	\$	0.003600		
707		Tandem Switching				
708		Duration charge, per MOU	\$	0.000623		
709		Tandem Transport Termination, per MOU	\$	0.000146		
710		Tandem Transport Facility Mileage, per MOU per mile	\$	0.000006		
711						
712		TRANSIT SERVICE				
713	##	Tandem Switching - per minute of use	\$	0.004587		
714	##	Tandem Termination - per minute of use	\$	0.000226		
715	##	Tandem Facility - per minute of use	\$	0.000188		
716	##	Rate elements not included in TELRIC order				
717		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA."				
718	/1/	Does not apply to pre-existing UNE-P Migrations. This Non-Recurring Charge is the only NRC charged for New UNE-P Residential POTS Combinations.				
719		Per and only to the extent required by PUCO 7/11/02 order in 96-922-TP-UNC and 00-1368-TP-ATA application of rates is interim and subject to Ameritech				
720		Ohio reservation of rights pertaining to and subject to modification as a result of reconsideration, appeal, further PUCO action, or other change of law.				
721		The Parties also acknowledge and agree that the interim rates set forth are subject to true-up or true-down pending PUCO established rates.				
722		* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.				
723		RESALE	RESALE DISCOUNTS		RESALE DISCOUNTS	
724		BUSINESS	RECURRING		NON- RECURRING	
725		LOCAL EXCHANGE SERVICE				
726		Business 1 Party	20.29%		20.29%	
727		Business - Measured	20.29%		20.29%	
728		Customer Operated Pay Telephone (COPT)	20.29%		20.29%	
729						
730		EXPANDED LOCAL CALLING				
731		Extended Area Service	20.29%		20.29%	
732						
733		VERTICAL SERVICES				
734		Anonymous Call Rejection	20.29%		20.29%	
735		Repeat Dialing (Auto Redial)	20.29%		20.29%	
736		Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)	20.29%		20.29%	
737		Call Blocker	20.29%		20.29%	
738		Call Forwarding	20.29%		20.29%	
739		Call Forwarding - Busy Line	20.29%		20.29%	
740		Call Forwarding - Busy Line/Don't Answer	20.29%		20.29%	
741		Call Forwarding - Don't Answer	20.29%		20.29%	
742		Automatic CallBack (Call Return)	20.29%		20.29%	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

**AMERITECH
TELEPHONE CO
OHIO**
November 22, 2002

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring	Non-Recurring
743		Automatic CallBack-Per Use (Call Return - Usage Sensitive)	20.29%	20.29%
744		Call Trace	20.29%	20.29%
745		Call Waiting	20.29%	20.29%
746		Caller ID WithName (Calling Name)	20.29%	20.29%
747		Caller ID (Calling Number)	20.29%	20.29%
748		MultiRing Service -1 (Personalized Ring -1 Dependent Number)	20.29%	20.29%
749		MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)	20.29%	20.29%
750		Remote Access to Call Forwarding (Grandfathered)	0.00%	0.00%
751		Selective Call Forwarding	0.00%	0.00%
752		Multi-Path Call Forwarding (Simultaneous Call Forwarding)	20.29%	20.29%
753		Remote Call Forwarding-Per Feature	20.29%	20.29%
754		RCF, Interstate, Interexchange	20.29%	20.29%
755		RCF, Intrastate	20.29%	20.29%
756		RCF, Interstate, International	20.29%	20.29%
757		RCF, Intrastate, Interexchange	20.29%	20.29%
758		RCF to 800	20.29%	20.29%
759		RCF Additional	20.29%	20.29%
760		Speed Calling 8	20.29%	20.29%
761		Speed Calling 30	20.29%	20.29%
762		Three Way Calling	20.29%	20.29%
763		Call Screening	20.29%	20.29%
764		Busy Line Transfer	20.29%	20.29%
765		Alternate Answer	20.29%	20.29%
766		Message Waiting - Tone	20.29%	20.29%
767		Easy Call	20.29%	20.29%
768		Prime Number Service	20.29%	20.29%
769		AMERITECH Privacy Manager	20.29%	20.29%
770		Name and Number Delivery Service	20.29%	20.29%
771				
772		DID		
773		DID	20.29%	20.29%
774				
775		TRUNKS		
776		Trunk	20.29%	20.29%
777				
778		AIN		
779		Area Wide Networking	20.29%	20.29%
780		Emergency Referral Message Service (Disaster Routing Service)	20.29%	20.29%
781		Ameritech Switch Alternate Routing (ANSAR)	20.29%	20.29%
782		Ameritech Customer Location Alternate Routing (ACLAR)	20.29%	20.29%
783				
784		OTHER		
785		Grandfathered Services	0.00%	0.00%
786		Promotions (Greater than 90 days)	20.29%	20.29%
787		TouchTone (Business)	20.29%	20.29%
788		TouchTone (Trunk)	20.29%	20.29%
789				
790		Data Services		
791		Gigabit Ethernet Metropolitan Area Network (GigaMAN)	20.29%	20.29%
792		PBX Trunks	20.29%	20.29%
793		Mult-Service Optical Network (MON)	20.29%	20.29%
794		OCn-PTP	20.29%	20.29%
795		ADTS-E	20.29%	20.29%
796		DS0	20.29%	20.29%
797		DS1	20.29%	20.29%
798		DS3	20.29%	20.29%
799				
800		ISDN		
801		ISDN	20.29%	20.29%
802				
803		DIRECTORY ASSISTANCE SERVICES	20.29%	20.29%
804		Local Operator Assistance Service	20.29%	20.29%

TBD - To be determined
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**AMERITECH
TELEPHONE CO
OHIO**
November 22, 2002

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
805						
806		TOLL				
807		TOLL	20.29%		20.29%	
808						
809		OPTIONAL TOLL CALLING PLANS				
810		Optional Toll Calling Plans	20.29%		20.29%	
811						
812		CENTREX (PLEXAR)				
813		CENTREX ACS	20.29%		20.29%	
814		CENTREX ACS Ameritech CENTREX Network Manager	0.00%		0.00%	
815						
816		PRIVATE LINE				
817		Analog Private Lines	20.29%		20.29%	
818		Private Line Channel Services	20.29%		20.29%	
819						
820	RESIDENCE		<u>RESALE DISCOUNTS</u>			
821		LOCAL EXCHANGE SERVICE	<u>RECURRING</u>		<u>NON- RECURRING</u>	
822		Life Line	0.00%		0.00%	
823		Residence 1 Party	20.29%		20.29%	
824		Residence Measured	20.29%		20.29%	
825						
826		EXPANDED LOCAL CALLING				
827		Extended Area Service	20.29%		20.29%	
828						
829		VERTICAL SERVICES				
830		Anonymous Call Rejection	20.29%		20.29%	
831		Repeat Dialing (Auto Redial)	20.29%		20.29%	
832		Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	20.29%		20.29%	
833		Call Blocker	20.29%		20.29%	
834		Call Forwarding	20.29%		20.29%	
835		Call Forwarding - Busy Line	20.29%		20.29%	
836		Call Forwarding - Busy Line/Don't Answer	20.29%		20.29%	
837		Call Forwarding - Don't Answer	20.29%		20.29%	
838		Automatic Call-Back (Call Return)	20.29%		20.29%	
839		Automatic Call-Back Per Use (Call Return - Usage Sensitive)	20.29%		20.29%	
840		Call Trace	20.29%		20.29%	
841		Call Waiting	20.29%		20.29%	
842		Caller ID with Name (Calling Name)	20.29%		20.29%	
843		Caller ID (Calling Number)	20.29%		20.29%	
844		Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	20.29%		20.29%	
845		Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	20.29%		20.29%	
846		Remote Access to Call Forwarding (GF)	0.00%		0.00%	
847		RCF, Interstate, Interexchange	20.29%		20.29%	
848		RCF, Intrastate	20.29%		20.29%	
849		RCF, Interstate, International	20.29%		20.29%	
850		RCF, Intrastate, Interexchange	20.29%		20.29%	
851		RCF to 800	20.29%		20.29%	
852		RCF Additional	20.29%		20.29%	
853		Selective Call Forwarding	20.29%		20.29%	
854		Speed Calling 8	20.29%		20.29%	
855		Three Way Calling	20.29%		20.29%	
856		Call Screening	20.29%		20.29%	
857		Busy Line Transfer	20.29%		20.29%	
858		Alternate Answer	20.29%		20.29%	
859		Message Waiting - Tone	20.29%		20.29%	
860		Easy Call	20.29%		20.29%	
861		AMERITECH Privacy Manager	20.29%		20.29%	
862		Name and Number Delivery Service	20.29%		20.29%	
863						
864		ISDN				
865			20.29%		20.29%	

TBD - To be determined
NRO - Nonrecurring only
ICB - Individual Case Basis
NA - Not Applicable

AMERITECH
TELEPHONE CO
OHIO
November 22, 2002

APPENDIX PRICING
AMERITECH/QUANTUMSHIFT COMMUNICATIONS, INC.

Line	OHIO	- Generic Rate Sheets	Monthly - Recurring		Non-Recurring	
866						
867		DIRECTORY ASSISTANCE SERVICES	20.29%		20.29%	
868		Local Operator Assistance Service	20.29%		20.29%	
869						
870		OTHER				
871						
872		Grandfathered Services	0.00%		0.00%	
873		Promotions (Greater than 90 Days)	20.29%		20.29%	
874		TouchTone	20.29%		20.29%	
875		Home Services Packages	20.29%		20.29%	
876						
877		TOLL				
878						
879		Custom and Dedicated 800 Service (Home 800)	20.29%		20.29%	
880		IntraLATA MTS	20.29%		20.29%	
881		900/976 Call Blocking (900/976 Call Restriction)	20.29%		20.29%	
882		976 (976 Information Delivery Service)	20.29%		20.29%	
883		Access Services (See Access Tariff)	0%		0%	
884		Additional Directory Listings	20.29%		20.29%	
885		Carrier Disconnect Service (Company Initiated Suspension Service)	20.29%		20.29%	
886		Connection Services	20.29%		20.29%	
887		Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
888		Shared Tenant Service	0%		0%	
889		Toll Restriction	20.29%		20.29%	
890						
891		Electronic Billing Information Data (daily usage)	\$0.00			
892		per message				
893						
894		Local disconnect Report (LDR)				
895		Per WTN	\$0.00			
896						
897		Line Connection Charge				
898		Complex (Residence)			N/A	
899		Complex (Business)			N/A	
900		Simple (Residence)			N/A	
901		Simple (Business)			N/A	
902						
903		Service Order/Service Request Charge				
904		Complex (Residence)			\$14.07	
905		Complex (Business)			\$12.63	
906		Simple (Residence)			\$14.07	
907		Simple (Business)			\$20.33	
908						
909		Non-Electronic (Manual) Service Order Charge				
910		Complex (Residence)			\$9.02	
911		Complex (Business)			\$9.02	
912		Simple (Residence)			\$9.02	
913		Simple (Business)			\$9.02	
914						

	Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
COLLOCATION					
##	Applicable to Cageless Physical Collocation Only				
##	Order Charge/Connect Order			\$ 410.45	
##	Order Charge/Disconnect Order			\$ 10.15	
##	COBO per Initial bay			\$ 24,989.59	
	50%			\$ 12,494.80	
	25%			\$ 6,247.40	
	COBO ea addl bay			\$ 4,187.48	
	50%			\$ 2,093.74	
	25%			\$ 1,046.87	
	CO Floor Space/bay	\$ 32.84			
	COBO per Initial Large bay				
	50%				
	25%				
	COBO ea addl Large bay				
	50%				
	25%				
	Order Charge/Connect Order				
	CO Floor Space/Large bay				
	Applicable to **(100 SqFt) Caged Physical Collocation Only:				
	Order Charge/order			\$ 283.54	
	order Charge/ Disconnect order				
	COBO - initial 100 sq ft	\$ 696.46			
	50%				
	25%				
	COBO - per add'l 100 sq ft	\$ 284.91			
	50%				
	25%				
	Node enclosure - init 100 sqft	\$ 60.39			
	Node enclosure - ea addl 100 sqft	\$ 23.85			
	CO floor space/100 sqft	\$ 490.59			
	**50 sq ft space is available via an NSCR				
	Applicable to Shared Cage Physical Collocation Only				
	Order Charge per Connect Order			\$ 561.45	
	Order Charge/Disconnect order			\$ 10.15	
	COBO per initial 50 sqft			\$ 32,266.61	
	50%			\$ 16,133.31	
	25%			\$ 8,066.65	
	COBO ea addl 50 sqft			\$ 12,042.24	
	50%			\$ 6,021.11	
	25%			\$ 3,010.56	
	Enclosure 1st 50 sqft			\$ 2,523.37	
	enclosure ea addl 50 sqft			\$ 1,355.78	
	CO floor space/50 sqft	\$ 303.08			
	Applicable to All Physical Collocation Offerings:				
	Cable Pulling Ca Vault to Node -1st ft			\$ 85.00	
	Cable pulling Ca Vault to Node -ea addl ft			\$ 0.86	
	Power Delivery/Power lead			\$ 1,798.94	
	Space Reservation			\$ 732.36	
	Entrance Conduit/innerduct/ft	\$ 0.07			

		Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
	Rate of Elements				
	Passive bay Term (bay&Panel)/DS1 term	\$ 0.54			
	Passive bay Term (bay&Panel)/DS3 term	\$ 6.76			
	200 Conductor Block (outside node)	\$ 59.65			
	Digital Timing Source/synch signal provided	\$ 11.89			
	DS1 repeater	\$ 5.52			
	DS3 repeater	\$ 32.03			
	Security Photo ID card/card				
	Riser space/ft	\$ 1.09			
	Cancellation Charge			\$ 73.24	
	Applicable to All Physical & Virtual Collocation Offerings				
	Cable Vault Splicing - per initial			\$ 209.74	
	Cable Vault Splicing - per subsequent			\$ 15.38	
	Splice Testing - per Initial			\$ 48.16	
	Splice Testing - per subsequent			\$ 2.83	
	Cable Pulling MH to Cable Vault-1st ft			\$ 227.79	
	Cable Pulling MH to Cable Vault-ea addl ft			\$ 1.14	
	Diverse Riser/ftr traversed			\$ 474.44	
	Power Consumption/Fuse Amp	\$ 6.76			
	Power Msmt Billing/Customer Arrgt	NA			
	Power Consumption/KWH	NA			
	Power Msmt/Customer Arrgt			NA	
	Power Msmt Engrg Charge/Existing Arrgt			NA	
	200 Conductor Electrical Cross Connect Block	\$ 59.65			
	Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 14.11			
	Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 41.18			
	Optical Cross-Conn panel/OCX Panel segment	\$ 5.41			
##	Rate elements not included in TELRIC order				
1 The rates and charges in this appendix entitled "CLEC Physical Collocation Embedded Base Rates and Charges" (Pricing Appendix) are CLEC-specific. In the event that these Agreement rates, terms and conditions are the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, the term "CLEC's Physical Collocation Embedded Base" shall mean the Adopting CLEC's own Physical Collocation Embedded Base and the nonrecurring and recurring rates associated with such Physical Collocation Embedded Base shall be the nonrecurring and recurring rates associated with the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Physical Collocation Embedded Base from or the nonrecurring and recurring rates previously agreed to by the Adopting CLEC and AMERITECH pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and AMERITECH; therefore, in such event, the rates and charges set forth on this Pricing Appendix will be modified to reflect the rates and charges associated with the Adopting CLEC's own Physical Collocation Embedded Base as more specifically described hereinabove.					

**AMERITECH
TELEPHONE COMPANY
OHIO
October 30, 2001**

APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-OH/QuantumShift Communications, Inc. fka MVX.COM

		Collocation Services		Non-Recurring	Recurring
	Ohio	CAGE			
				RATE	RATE
				MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
	Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB		\$29.90
	Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N		\$58.19
	Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L	\$7.56	
<u>COMMON SYSTEMS</u>					
	Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A	\$0.34	\$133.55
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
	ILEC-Vendor Engineering	Per Application	NRL6Q		\$668.20
	DC Power Engineering	Per Application	NRL6P		\$719.48
<u>Power Panel:</u>					
	50 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00
	200 Amp	Per Power Panel (CLEC Provides)	NONE		\$0.00
<u>Power Cable and Infrastructure:</u>					
	Power Cable Rack	Per Four Power Cables or Quad	S8F29	\$0.14	\$55.34
	20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
	200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE		\$0.00
<u>Equipment Grounding:</u>					
	Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR	\$0.09	\$35.15
<u>POWER CONSUMPTION (Including HVAC)</u>					
	20 Amps	Per 20 Amps	S8FPT	\$257.69	
	40 Amps	Per 40 Amps	S8FQD	\$515.38	
	50 Amps	Per 50 Amps	S8FPS	\$644.22	
	100 Amps	Per 100 Amps	S8FQE	\$1,080.82	
	200 Amps	Per 200 Amps	S8FQF	\$2,161.64	
	400 Amps	Per 400 Amps	SP1QJ	\$4,323.29	
<u>FIBER CABLE PLACEMENT</u>					
<u>Central Office:</u>					
	Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cabl	S8FQ9	\$13.56	\$1,015.89
	Entrance Conduit	Per Fiber Cable Sheath	S8FW5	\$15.54	
<u>MISCELLANEOUS & OPTIONAL COST:</u>					
<u>MISCELLANEOUS COSTS</u>					
	Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45	\$0.02	\$17.00
	Bits Timing	Per two circuits	S8FQT	\$1.14	\$801.84
	Space Availability Report	Per Premise	NRLYX		\$130.66
	Security Access / ID Cards	Per Card	NRLZW		\$35.41
	ID Card	Per Card	NONE		\$0.00
<u>Cage Prep Costs</u>					
	Vendor Layout & Coord.	Per CLEC Cage	NRL6N		\$575.99
	AC Circuits to Cage	Per CLEC Cage	NRL6O		\$638.85
	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

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**AMERITECH
TELEPHONE COMPANY
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APPENDIX PRICING
Physical Collocation CDO Rates and Charges
AIT-OH/QuantumShift Communications, Inc. fka MVX.COM

		<u>Collocation Services</u>		<u>Non-Recurring</u>	<u>Recurring</u>
	Overhead light	Each (CLEC Provides)			\$0.00
	AC Electrical Outlet	Each (CLEC Provides)			\$0.00
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
	Route Design	Per Application	NRL6R		\$1,213.46
	Installation	Per Cable (CLEC Installs Cable)			
	Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48	\$4.65	\$195.60
	Rack - Voice Grade	100 Copper Pairs			
	Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU	\$4.65	\$195.60
	Rack - Voice Grade	100 Shielded Pairs			
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM	\$357.77	\$5,907.98
	Rack - DS1 - DCS	28 DS1			
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46	\$2.11	\$530.15
	Rack - DS1 - DSX	28 DS1			
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47	\$184.28	\$3,925.31
	Rack - DS3 - DCS	1 DS3			
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN	\$0.98	\$187.56
	Rack - DS3 - DSX	1 DS3			
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR	\$6.05	\$302.91
	Fiber Racking per 24 Fiber Cable	Per Placement			
<u>CLEC TO CLEC CONNECTION</u>					
	Route Design	Per Placement/Per Route	NRL6W		\$874.62
	Cable Installation	Per Placement (CLEC Installs Cable)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)			
	Cable Rack per 50 pr Cable	Per Placement	S8F4X	\$0.23	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			
	Cable Rack Per DS-3	Per Placement	S8F4Y	\$0.15	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z	\$0.97	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)			
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G	\$0.46	
	4 Inch Conduit	Per Placement (CLEC Provides)			
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
	CO Survey and				
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC		\$16.12
<u>PROJECT MANAGEMENT</u>					
	INITIAL				
	Application Processing	Per CLEC Application	NRL1D		\$845.05
	Project Coordination	Per CLEC Application	NRL57		\$2,814.67
	AUGMENT				
	Application Processing	Per CLEC Application Augment	NRL1F		\$547.05
	Project Coordination	Per CLEC Application Augment	NRL58		\$1,515.68
<u>TIME SENSITIVE ACTIVITIES</u>					
<u>PRE-VISIT</u>					
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$26.51
	Com. Tech. -Craft	Per 1/4 hour	NRL14		\$11.70
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$14.96
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$21.29
<u>CONSTRUCTION-VISIT</u>					
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$21.29
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$26.51

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**AMERITECH
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APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-OH/QuantumShift Communications, Inc. fka MVX.COM

		<u>Collocation Services</u>		Non-Recurring	Recurring
	Ohio	<u>CAGELESS</u>			
				RATE	RATE
				MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Site Conditioning	Per 10 Sq. Ft. of space (Standard Bay)	S8FWC			\$299.00
Safety & Security	Per 10 Sq. Ft. of space (Standard Bay)	S8FWG			\$581.90
Floor Space Usage	Per 10 Sq. Ft. of space (Standard Bay)	S8F9C		\$75.60	
Site Conditioning	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWD			\$538.20
Safety & Security	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWH			\$1,047.42
Floor Space Usage	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F9E		\$136.08	
<u>COMMON SYSTEMS</u>					
Common Systems - Cageless	Per 10 Sq. Ft. of space (Standard Bay)	S8FWE		\$4.30	\$1,691.00
Common Systems - Cageless	Per 18 Sq. Ft. of space (Non-standard Bay)	S8FWF		\$7.74	\$3,043.80
<u>POWER PROVISIONING</u>					
<u>Power Engineering:</u>					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$668.20
DC Power Engineering	Per Application	NRL6P			\$719.48
<u>Power Panel:</u>					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
<u>Power Cable and Infrastructure:</u>					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$0.14	\$55.34
20 Amp	Per Four Power Cables or Quad	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad	NONE			\$0.00
<u>Equipment Grounding:</u>					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.09	\$35.15
<u>POWER CONSUMPTION (Including HVAC)</u>					
20 Amps	Per 20 Amps	S8FPT		\$257.69	
40 Amps	Per 40 Amps	S8FQD		\$515.38	
50 Amps	Per 50 Amps	S8FPS		\$644.22	
100 Amps	Per 100 Amps	S8FQE		\$1,080.82	
200 Amps	Per 200 Amps	S8QF		\$2,161.64	
400 Amps	Per 400 Amps	SP1QJ		\$4,323.29	
<u>FIBER CABLE PLACEMENT</u>					
<u>Central Office:</u>					
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cat	S8FQ9		\$13.56	\$1,015.89
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$15.54	
<u>MISCELLANEOUS & OPTIONAL COST:</u>					
<u>MISCELLANEOUS COSTS</u>					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.02	\$17.00
Bits Timing	Per two circuits	S8FQT		\$1.14	\$801.84
Space Availability Report	Per Premise	NRLYX			\$130.66
Security Access / ID Cards	Per Card	NRLZW			\$35.41
ID Card	Per Card	NONE			\$0.00
<u>CAGELESS / POT BAY OPTIONS</u>					
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				

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Physical Collocation CDO Rates and Charges
AIT-OH/QuantumShift Communications, Inc. fka MVX.COM

		<u>Collocation Services</u>		<u>Non-Recurring</u>	<u>Recurring</u>
	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			
	<u>INTERCONNECTION COSTS:</u>				
	<u>CLEC TO CLEC CONNECTION</u>				
	Route Design	Per Application	NRL6R		\$1,213.46
	Installation	Per Cable (CLEC Installs Cable)			
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E	\$4.65	\$195.60
	Rack - Voice Grade	100 Copper Pairs			
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV	\$4.65	\$195.60
	Rack - Voice Grade	100 Shielded Pairs			
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J	\$357.77	\$5,907.98
	Rack - DS1 - DCS	28 DS1			
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P	\$2.11	\$530.15
	Rack - DS1 - DSX	28 DS1			
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21	\$184.28	\$3,925.31
	Rack - DS3 - DCS	1 DS3			
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25	\$0.98	\$187.56
	Rack - DS3 - DSX	1 DS3			
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49	\$6.05	\$302.91
	Fiber Racking per 24 Fiber Cable	Per Placement			
	<u>CLEC TO CLEC CONNECTION</u>				
	Route Design	Per Placement/Per Route	NRL6W		\$874.62
	Cable Installation	Per Placement (CLEC Installs)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides)			
	Cable Rack per 50 pr Cable	Per Placement	S8F4X	\$0.23	
	DS-3 Coax Cable	Per Placement (CLEC Provides)			
	Cable Rack Per DS-3	Per Placement	S8F4Y	\$0.15	
	4 Fiber Jumper	Per Placement (CLEC Provides)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z	\$0.97	
	24 Fiber Cable	Per Placement (CLEC Provides)			
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G	\$0.46	
	4 Inch Conduit	Per Placement (CLEC Provides)			
	<u>SBC ACTIVITIES:</u>				
	<u>ENGINEERING DESIGN</u>				
	CO Survey and				
	Collocation Area Implementation	Per Sq. Ft. of space used by CLEC	SP1QC		\$16.12
	<u>PROJECT MANAGEMENT</u>				
	<u>INITIAL</u>				
	Application Processing	Per CLEC Application	NRL1D		\$845.05
	Project Coordination	Per CLEC Application	NRL57		\$2,814.67
	<u>AUGMENT</u>				
	Application Processing	Per CLEC Application Augment	NRL1F		\$547.05
	Project Coordination	Per CLEC Application Augment	NRL58		\$1,515.68
	<u>TIME SENSITIVE ACTIVITIES</u>				
	<u>PRE-VISIT</u>				
	Colloc. Ser. Mgr. -2 Lv	Per 1/4 hour	NRL11		\$26.51
	Com. Tech. -Craft	Per 1/4 hour	NRL14		\$11.70
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$14.96
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$21.29

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AMERITECH
TELEPHONE COMPANY
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APPENDIX PRICING
Physical Collocation CDOW Rates and Charges
AIT-OH/QuantumShift Communications, Inc. fka MVX.COM

		<u>Collocation Services</u>		Non-Recurring	Recurring
	<u>CONSTRUCTION-VISIT</u>				
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$21.29
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$26.51

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APPENDIX PRICING
Physical Collocation CDO Rates and Charges
AIT-OH/QuantumShift Communications, Inc. fka MVX.COM

		Collocation Services		Non-Recurring	Recurring
	Ohio	<u>ADJACENT STRUCTURE</u>			
NOTE: Applicable Physical Collocation Cost Elements apply upon entrance to Eligible Structure					
				RATE	RATE
				MONTHLY	NON-
COST ELEMENT	UNIT	USOC		RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
Floor Space Usage	Per Sq. Ft. of land used by CLEC	S8F55		\$0.00	
<u>CONDUIT PLACEMENT</u>					
Co to Adjacent Structure	Per Linear Foot per 7 Ducts	NRL8L			\$356.82
Set Up and Wall Coring	Per Placement	S8F8E			\$6,636.56
<u>DC POWER PROVISIONING</u>					
Power Engineering:					
DC Power Engineering	Per Placement	S8F8V			\$719.48
50 Amp DC Power Extension					
50 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FWZ			\$6,615.18
50 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)	NONE			\$0.00
200 Amp DC Power Extension					
200 Amp Power Panel	Per Power Panel (CLEC Provides)	NONE			\$0.00
ILEC-Vendor Engineering	Per Four Power Cables (quad)	S8FW3			\$6,615.18
200 Amp Cable Extension	Per Cable Quad Per Linear Foot (CLEC Provides Cable)				
<u>DC POWER CONSUMPTION</u>					
20 Amps	Per 20 Amps	S8FWJ		\$175.07	
40 Amps	Per 40 Amps	S8FNK		\$350.13	
50 Amps	Per 50 Amps	S8FWK		\$437.67	
100 Amps	Per 100 Amps	S8FWL		\$875.33	
200 Amps	Per 200 Amps	S8F3U		\$1,750.67	
<u>AC POWER PROVISIONING</u>					
100 Amp AC Power Extension	Per Linear Foot (CLEC Installs)				
AC Power	Per KWH	S8F56		\$0.07	
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
CO Site Survey		NRL84			\$2,896.56
<u>PROJECT MANAGEMENT</u>					
INITIAL					
Application Processing	Per CLEC Application	NRL6X			\$674.76
Project Coordination	Per CLEC Application	NRL6Z			\$4,779.61
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL6Y			\$547.05
Project Coordination	Per CLEC Application Augment	NRL83			\$2,257.13
<u>OPTIONAL COST:</u>					
<u>FIBER CABLE PLACEMENT</u>					
Fiber Cable Engineering	Per Placement	S8FW6			\$736.54
Fiber Cable /Rack	Per Fiber Cable Sheath/Rack (CLEC provides and pull)	S8FW7		\$5.09	
Innerduct Placement	Per Linear Foot	S8FW8			\$1.60
<u>INTERCONNECTION COSTS:</u>					
<u>INTERCONNECTION EXTENSION</u>					
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)				

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		<u>Collocation Services</u>		<u>Non-Recurring</u>	<u>Recurring</u>
	Optical Extension (4 Fiber Jumper)	Per Linear Foot (Clec Provides Cable)			
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
	Route Design	Per Application	NRL8P		\$1,213.46
	Installation	Per Cable (CLEC Installs)			
	Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3G	\$4.65	\$195.60
	Rack - Voice Grade	100 Copper Pairs			
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWW	\$4.65	\$195.60
	Rack - Voice Grade	100 Shielded Pairs			
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2L	\$357.77	\$5,907.98
	Rack - DS1 - DCS	28 DS1			
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R	\$2.11	\$530.15
	Rack - DS1 - DSX	28 DS1			
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23	\$184.28	\$3,925.31
	Rack - DS3 - DCS	1 DS3			
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27	\$0.98	\$187.56
	Rack - DS3 - DSX	1 DS3			
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N	\$6.05	\$302.91
	Fiber Racking per 24 Fiber Cable	Per Placement			
<u>CLEC TO CLEC CONNECTION</u>					
	Route Design	Per Placement	NRL8Q		\$874.62
	Cable Installation	Per Placement (CLEC Installs)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)			
	Cable Rack per 50 pr Cable	Per Placement	S8F57	\$0.23	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)			
	Cable Rack Per DS-3	Per Placement	S8F58	\$0.15	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59	\$0.97	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)			
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F61	\$0.46	
	4 Inch Conduit	Per Placement (CLEC Provided)			
<u>TIME SENSITIVE ACTIVITIES</u>					
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11		\$26.51
	Com. Tech. -Craft	Per 1/4 hour	NRL14		\$11.70
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12		\$14.96
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13		\$21.29
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15		\$21.29
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16		\$26.51

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		<u>Collocation Services</u>			Non-Recurring	Recurring

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	Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
COLLOCATION					
	Applicable to All Physical & Virtual Collocation Offerings				
	Cable Vault Splicing - per initial			\$ 209.74	
	Cable Vault Splicing - per subsequent			\$ 15.38	
	Splice Testing - per Initial			\$ 48.16	
	Splice Testing - per subsequent			\$ 2.83	
	Cable Pulling MH to Cable Vault-1st ft			\$ 227.79	
	Cable Pulling MH to Cable Vault-ea addl ft			\$ 1.14	
	Diverse Riser/flr traversed			\$ 474.44	
	Power Consumption/Fuse Amp	\$ 6.76			
	Power Msmt Billing/Customer Arrgt	NA			
	Power Consumption/KWH	NA			
	Power Msmt/Customer Arrgt			NA	
	Power Msmt Engrg Charge/Existing Arrgt			NA	
	200 Conductor Electrical Cross Connect Block	\$ 59.65			
	Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 14.11			
	Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 41.18			
	Optical Cross-Conn panel/OCX Panel segment	\$ 5.41			
	Applicable to Virtual Collocation Only				
	Service Order			\$ 115.61	
	Cable Pulling-Vault to LGX Panel- 1st ft			\$ 85.00	
	Cable Pulling-Vault to LGX Panel- ea addl ft			\$ 0.86	
	Proj Mgmt Fee - initial 7' bay			\$ 2,929.47	
	Proj Mgmt Fee - ea subs 7' bay			\$ 1,464.74	
	Proj Mgmt Fee - initial shelf			\$ 2,197.10	
	Proj Mgmt Fee - ea addl shelf			\$ 1,318.26	
	Proj Mgmt Fee - per rearrangement			\$ 1,757.68	
	Power Delivery/7' Bay			\$ 1,798.94	
	Thru Connect per DSX1 to DSX1	\$ 0.21		\$ 6.88	
	Thru Connect per OCX to OCX	\$ 1.61		\$ 6.88	
	7' bay (Co. provided/installed)/bay	\$ 25.48		\$ 497.94	
	7' bay (cust provided/installed)/bay	\$ 21.88			
	Riser Space/fiber termination	\$ 1.41			
	Digital Timing Source/timing ckt	\$ 2.38			
	Entrance Facility/ft	\$ 0.07			
	Optical Line Riser space/ft	\$ 0.24			
	Collocator to Collocator Cross Connect Service for Interconnection (CCCS)				
	Cable Racking/ft	\$ 1.34			
	Project Mgmt Fee			\$ 1,066.44	
	Premises Report				
	Premises Report			T&M	
	Note: T & M - Time and Materials				
##	Rate elements not included in TELRIC order				

	Rate of Elements	Monthly Recurring Rate Initial	Monthly Recurring Rate Additional	Nonrecurring Rate Initial	Nonrecurring Rate Additional
1 The rates and charges in this appendix entitled "CLEC Virtual Collocation Embedded Base Rates and Charges" (Pricing Appendix) are CLEC-specific. In the event that these Agreement rates, terms and conditions are the subject of any adoption request by a CLEC ("Adopting CLEC") pursuant to Section 252(i) of the Act, the term "CLEC's Virtual Collocation Embedded Base" shall mean the Adopting CLEC's own Virtual Collocation Embedded Base and the nonrecurring and recurring rates associated with such Virtual Collocation Embedded Base shall be the nonrecurring and recurring rates associated with the tariff (as amended from time to time) the Adopting CLEC previously elected to purchase its Virtual Collocation Embedded Base from or the nonrecurring and recurring rates previously agreed to by the Adopting CLEC and AMERITECH pursuant to an applicable, prior interconnection agreement between the Adopting CLEC and AMERITECH; therefore, in such event, the rates and charges set forth on this Pricing Appendix will be modified to reflect the rates and charges associated with the Adopting CLEC's own Virtual Collocation Embedded Base as more specifically described hereinabove.					

**AMERITECH
TELEPHONE COMPANY
OHIO
October 30, 2001**

APPENDIX PRICING
Virtual Collocation CDO Rates and Charges
AIT-OH/QuantumShift Communications, Inc. fka MVX.COM

		<u>Collocation Services</u>		Non-Recurring	Recurring
	Ohio	<u>VIRTUAL COLLOCATION</u>			
				RATE	RATE
				MONTHLY	NON-
	COST ELEMENT	UNIT	USOC	RECURRING	RECURRING
<u>SBC-PROVISIONED FACILITIES & EQUIPMENT:</u>					
<u>REAL ESTATE</u>					
	Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62	\$36.27	
	Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63	\$65.28	
	Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66	\$36.27	
	Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67	\$65.28	
<u>EQUIPMENT BAYS</u>					
	Equipment Bay Standard	Per Standard Bay (CLEC Provides)			
	Equipment Bay Non-Standard	Per Non-Standard Bay (CLEC Provides)			
<u>COMMON SYSTEMS</u>					
	Common Systems - Standard Bay	Per Standard Equipment Bay	S8F64	\$16.20	
	Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65	\$29.16	
<u>POWER PROVISIONING</u>					
	Power Engineering:				
	ILEC-Vendor Engineering	Per Application	NRLJX		\$668.20
	DC Power Engineering	Per Application	NRLFU		\$719.48
	Power Panel:				
	50 Amp	Per Power Panel (CLEC Provides)			
	Power Cable and Infrastructure:				
	Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68	\$0.80	
	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	S8F69	\$0.56	
<u>POWER CONSUMPTION</u>					
	DC Power Usage	Per Amp	S8F78	\$9.96	
<u>FIBER CABLE PLACEMENT</u>					
	Fiber Cable Placement	Per Fiber Cable Sheath	S8F79	\$8.88	\$3,039.76
	Entrance Conduit	Per Fiber Cable Sheath	S8F8G	\$15.54	
<u>SBC ACTIVITIES:</u>					
<u>ENGINEERING DESIGN</u>					
	CO Survey				
<u>PROJECT MANAGEMENT</u>					
	INITIAL				
	Application Processing	Per CLEC Application	NRL1U		\$501.03
	Project Coordination	Per CLEC Application	NRL59		\$3,223.11
	AUGMENT				
	Application Processing	Per CLEC Application Augment	NRL56		\$373.32
	Project Coordination	Per CLEC Application Augment	NRL5Z		\$1,515.68
<u>TIME SENSITIVE ACTIVITIES</u>					
<u>TRAINING</u>					
	Communication Technician	Per 1/2 Hour	NRLJY		\$23.39
	C O Manager (LFO)	Per 1/2 Hour	NRLMO		\$29.92
	Power Engineer	Per 1/2 Hour	NRLNQ		\$42.57
	Equipment Engineer	Per 1/2 Hour	NRLP6		\$42.57
<u>EQUIPMENT MAINTENANCE COST</u>					

TBD-To Be Determined
NR - Nonrec only
ICB-Ind Case Basis
NA-Not App
- USOC Under Dev

AMERITECH
TELEPHONE COMPANY
OHIO
October 30, 2001

APPENDIX PRICING
Virtual Collocation CDOW Rates and Charges
AIT-OH/QuantumShift Communications, Inc. fka MVX.COM

		<u>Collocation Services</u>		Non-Recurring	Recurring
	Communication Technician (NOC)	Per 1/4 Hour	NRLVH		\$11.70

**AMERITECH
TELEPHONE COMPANY
OHIO
October 30, 2001**

APPENDIX PRICING
Virtual Collocation CDOW Rates and Charges
AIT-OH/QuantumShift Communications, Inc. fka MVX.COM

		<u>Collocation Services</u>		<u>Non-Recurring</u>	<u>Recurring</u>
<u>EQUIPMENT EVALUATION COST</u>					
	Equipment Engineer	Per 1/2 Hour	NRLP7		\$42.57
<u>CONSTRUCTION COORDINATION</u>					
	Communication Technician	Per 1/2 Hour	NRLVD		\$23.39
<u>TEST & ACCEPTANCE</u>					
	Communication Technician	Per 1/2 Hour	NRLVD		\$23.39
<u>INTERCONNECTION COSTS:</u>					
<u>ILEC TO CLEC CONNECTION</u>					
	Route Design	Per Placement	NRLWF		\$1,213.46
	Cable Installation	Per Arrangement			
	Voice Grade Arrangement	100 Copper Pairs	S8F82	\$2.02	\$195.60
	Includes Rack & Maintenance-Voice Grade	100 Copper Pairs			
	Voice Grade Arrangement	100 Shielded Pairs	S8F83	\$2.02	\$195.60
	Includes Rack & Maintenance-Voice Grade	100 Shielded Pairs			
	DS1 Arrangement - DCS	28 DS1	S8F8X	\$357.77	\$5,907.98
	Includes Rack & Maintenance - DS1 - DCS	28 DS1			
	DS1 Arrangement - DSX	28 DS1	S8F8Y	\$2.11	\$530.15
	Includes Rack & Maintenance - DS1 - DSX	28 DS1			
	DS3 Arrangement - DCS	1 DS3	S8F8Z	\$184.28	\$3,925.31
	Includes Rack & Maintenance - DS3 - DCS	1 DS3			
	DS3 Arrangement - DSX	1 DS3	S8F81	\$0.98	\$187.56
	Includes Rack & Maintenance - DS3 - DSX	1 DS3			
	4 Fiber Jumper	per Placement	S8F84	\$5.55	\$151.45
	Fiber Raceway per 4 Fiber Jumper	Per Placement			
<u>CLEC TO CLEC CONNECTION</u>					
	Route Design	Per Placement/Per Route	NRLWG		\$958.04
	Cable Installation	Per Placement (CLEC Installs)			
	50 Pr Shielded Cable	Per Placement (CLEC Provides)			
	Cable Rack per 50 pr Cable	Per Placement	S8F85	\$0.32	
	DS-3 Coax Cable	Per Placement (CLEC Provides)			
	Cable Rack Per DS-3	Per Placement	S8F86	\$0.21	
	4 Fiber Jumper	Per Placement (CLEC Provides)			
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87	\$1.35	
	24 Fiber Cable	Per Placement (CLEC Provides)			
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F88	\$0.63	
<u>MISCELLANEOUS COSTS</u>					
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W	\$0.04	\$17.00
	Bits Timing	Per two circuits	S8F7Z	\$2.02	\$801.84

TBD-To be Det
NR -Nonrec only
ICB-Ind Case Basis
NA-Not App
- USOC Under Dev

Ohio
Merger Conditions Pricing

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Access Area C - Rural			\$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban			\$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro			\$5.34 loop as established by the Ohio Stipulation	Uses existing rate in underlying agreement, if none, use generic rate	

SCHEDULE - UNE COMBINATIONS
(Ohio)

UNE-P

- 2-Wire Basic Analog loop w/ Basic line Port
- 2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
- 2-Wire Basic Analog loop w/ Analog DID trunk Port
- 2-Wire Basic Analog loop w/ Centrex Basic line Port
- 2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
- 2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
- 2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port

- 2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
- 4-Wire Digital (Loop) with Digital Trunking Trunk Port
- 4-Wire Digital Loop with ULS DS1 Trunk Port
- 4-Wire Digital Loop with ISDN Prime Trunk Port

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) 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 d/b/a SBC 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.
- 1.3 As used herein, AM-WI means the applicable above listed ILEC doing business in Wisconsin.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AM-WI under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if AM-WI provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by AM-WI and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, AM-WI shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing 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.

- 1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: Tariff 20, Part 4, Section 2, Sheet 2
B	See: Tariff 20, Part 4, Section 2, Sheet 2
C	See: Tariff 20, Part 4, Section 2, Sheet 2

For Unbundled Interoffice Transmission Facilities:

<u>Rate Zone:</u>	<u>Total Access Lines:</u>
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

- 1.8 For modifications of **AM-WI**'s plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a 30 day calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.
- 2.2 CLEC shall pay for applicable usage on completed calls as described in sections 11 and 12 of Appendix UNE.
- 2.3 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

- 2.4 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 **AM-WI** 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, **AM-WI** will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **AM-WI** network, without any changes to **AM-WI**’s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.5 CLEC shall pay a non-recurring charge when a CLEC adds a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.
- 3.6 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to **AM-WI** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.
- 3.7 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.8 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1 The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS Shared Transport (ULS-ST).

4.2 General Principals for Stand Alone ULS

- 4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a **AM-WI** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
- 4.2.3 CLEC will pay the ULS usage charge for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
- 4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, **AM-WI** will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General ULS-ST information

- 4.3.1 Beginning on October 9, 2000, **SBC-AMERITECH** no longer provides Unbundled Local Switching with Interim Shared Transport (ULS-IST), but rather provides Unbundled Local Switching with Shared Transport (ULS-ST) in accordance with Appendix C, paragraph 56 of the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 98-141 (FCC 99-279, rel. October 8, 1999).
- 4.3.2 Unbundled Local Switching with Shared Transport (ULS-ST) offering is available through the UNE Appendix that contains the applicable terms and conditions.

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. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the

Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

WISCONSIN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly			
UNBUNDLED NETWORK ELEMENTS					
Unbundled Loops					
2-Wire Analog - Rural (Access Area C)		\$	10.90	See NRC prices below	
2-Wire Analog - Suburban (Access Area B)		\$	10.90	See NRC prices below	
2-Wire Analog - Metro (Access Area A)		\$	10.90	See NRC prices below	
2-Wire Ground Start - Rural (Access Area C)		\$	11.84	See NRC prices below	
2-Wire Ground Start - Suburban (Access Area B)		\$	11.84	See NRC prices below	
2-Wire Ground Start - Metro (Access Area A)		\$	11.84	See NRC prices below	
2-Wire Coin - Rural (Access Area C)		\$	10.90	See NRC prices below	
2-Wire Coin - Suburban (Access Area B)		\$	10.90	See NRC prices below	
2-Wire Coin - Metro (Access Area A)		\$	10.90	See NRC prices below	
2-Wire EKL - Rural (Access Area C)		\$	17.03	See NRC prices below	
2-Wire EKL - Suburban (Access Area B)		\$	17.03	See NRC prices below	
2-Wire EKL - Metro (Access Area A)		\$	17.03	See NRC prices below	
Conditioning for dB Loss					
4-Wire Analog - Rural Access Area C)		\$	24.45	See NRC prices below	
4-Wire Analog - Suburban (Access Area B)		\$	24.45	See NRC prices below	
4-Wire Analog - Metro (Access Area A)		\$	24.45	See NRC prices below	
2-Wire Digital - Rural (Access Area C)		\$	13.06	See NRC prices below	
2-Wire Digital - Suburban (Access Area B)		\$	13.06	See NRC prices below	
2-Wire Digital - Metro (Access Area A)		\$	13.06	See NRC prices below	
4-Wire Digital - Rural (Access Area C)		\$	69.09	See NRC prices below	
4-Wire Digital - Suburban (Access Area B)		\$	69.09	See NRC prices below	
4-Wire Digital - Metro (Access Area A)		\$	69.09	See NRC prices below	
DS3 Loop - Rural (Access Area C)		\$	1,039.75	See NRC prices below	
DS3 Loop - Suburban (Access Area B)		\$	996.66	See NRC prices below	
DS3 Loop - Metro (Access Area A)		\$	861.67	See NRC prices below	
DSL Capable Loops					
2-Wire Digital Loop ISDN/IDSL					
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area C- Rural	See 2-Wire Digital		See NRC prices below	
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area B- Suburban	See 2-Wire Digital		See NRC prices below	
	PSD #1 - 2-Wire Digital Loop ISDN/IDSL Access Area A- Metro	See 2-Wire Digital		See NRC prices below	
2-Wire xDSL Loop					
	PSD #1 - 2-Wire xDSL Loop Access Area C- Rural	\$	10.90	See NRC prices below	
	PSD #1 - 2-Wire xDSL Loop Access Area B- Suburban	\$	10.90	See NRC prices below	
	PSD #1 - 2-Wire xDSL Loop Access Area A- Metro	\$	10.90	See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Access Area C- Rural	\$	10.90	See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Access Area B- Suburban	\$	10.90	See NRC prices below	
	PSD #2 - 2-Wire xDSL Loop Access Area A- Metro	\$	10.90	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Access Area C- Rural	\$	10.90	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Access Area B- Suburban	\$	10.90	See NRC prices below	
	PSD #3 - 2-Wire xDSL Loop Access Area A- Metro	\$	10.90	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Access Area C- Rural	\$	10.90	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Access Area B- Suburban	\$	10.90	See NRC prices below	
	PSD #4 - 2-Wire xDSL Loop Access Area A- Metro	\$	10.90	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Access Area C- Rural	\$	10.90	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Access Area B- Suburban	\$	10.90	See NRC prices below	
	PSD #5 - 2-Wire xDSL Loop Access Area A- Metro	\$	10.90	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Access Area C- Rural	\$	10.90	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Access Area B- Suburban	\$	10.90	See NRC prices below	
	PSD #7 - 2-Wire xDSL Loop Access Area A- Metro	\$	10.90	See NRC prices below	
4-Wire xDSL Loop					
	PSD #3 - 4-Wire xDSL Loop Access Area C- Rural	\$	24.45	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Access Area B- Suburban	\$	24.45	See NRC prices below	
	PSD #3 - 4-Wire xDSL Loop Access Area A- Metro	\$	24.45	See NRC prices below	
IDSL Capable Loop					
	IDSL Loop Access Area C - Rural	\$	13.06	See NRC prices below	
	IDSL Loop Access Area B - Suburban	\$	13.06	See NRC prices below	
	IDSL Loop Access Area A - Metro	\$	13.06	See NRC prices below	
	HFPL Loop				
*	HFPL Loop - Access Area C- Rural	\$	5.45	N/A	N/A
*	HFPL Loop - Access Area B- Suburban	\$	5.45	N/A	N/A
*	HFPL Loop - Access Area A- Metro	\$	5.45	N/A	N/A
Loop Qualification Process					
	Loop Qualification Process - Mechanized	N/A		\$	0.10 N/A
	Loop Qualification Process - Manual	N/A			TBD N/A
	Loop Qualification Process - Detailed Manual	N/A			TBD N/A
DSL Conditioning Options - >12KFT and < 17.5KFT					
	Removal of Repeater Options	N/A		\$	149.01 N/A
	Removal Bridged Tap Option	N/A		\$	720.01 N/A
	Removal of Load Coil	N/A		\$	691.82 N/A
DSL Conditioning Options - >17.5KFT in addition to the rates for > 12KFT and < 17.5KFT					
	Removal of Repeater Options	N/A		\$	145.82 N/A
	Removal Bridged Tap Option	N/A		\$	344.90 N/A
	Removal of Load Coil	N/A		\$	582.38 N/A

		AIT Generic Rates			
WISCONSIN		AIT RECURRING		AIT NON-REC.	
		Monthly			
Loop Non-Recurring Charges (Excluding DS3).					
Bus Service Order - Establish		N/A		\$ 16.50	N/A
Bus Service Order - Add/Change		N/A		\$ 16.50	N/A
Bus Line Connection		N/A		\$ 40.10	N/A
Res Service Order - Establish		N/A		\$ 16.50	N/A
Res Service Order - Add/Change		N/A		\$ 16.50	N/A
Res Line Connection		N/A		\$ 40.10	N/A
* HFPL Service Order Charge		N/A		\$ 16.50	N/A
DS3 Loop Non-Recurring Charges					
Administrative		N/A		\$ 183.10	N/A
Design & Central Office		N/A		\$ 575.14	N/A
Customer Connection		N/A		\$ 204.37	N/A
SUB-LOOPS					
CO to ECS sub-loop					
	2 Wire Analog - area A	\$ 11.08		See NRC prices below	
	2 Wire Analog - area B	\$ 11.08		See NRC prices below	
	2 Wire Analog - area C	\$ 11.08		See NRC prices below	
	4 Wire Analog - area A	\$ 27.35		See NRC prices below	
	4 Wire Analog - area B	\$ 27.35		See NRC prices below	
	4 Wire Analog - area C	\$ 27.35		See NRC prices below	
	2 Wire DSL - area A	TBD		See NRC prices below	
	2 Wire DSL - area B	TBD		See NRC prices below	
	2 Wire DSL - area C	TBD		See NRC prices below	
	4 Wire DSL - area A	TBD		See NRC prices below	
	4 Wire DSL - area B	TBD		See NRC prices below	
	4 Wire DSL - area C	TBD		See NRC prices below	
	2 Wire ISDN Compatible - area A	\$ 26.65		See NRC prices below	
	2 Wire ISDN Compatible - area B	\$ 26.65		See NRC prices below	
	2 Wire ISDN Compatible - area C	\$ 26.65		See NRC prices below	
CO to RT sub-loop					
	4 Wire DS1 Compatible - area A	\$ 147.47		See NRC prices below	
	4 Wire DS1 Compatible - area B	\$ 147.47		See NRC prices below	
	4 Wire DS1 Compatible - area C	\$ 147.47		See NRC prices below	
	DS3 compatible subloop - area A	\$ 972.02		See NRC prices below	
	DS3 compatible subloop - area B	\$ 972.02		See NRC prices below	
	DS3 compatible subloop - area C	\$ 972.02		See NRC prices below	
CO to SAI Sub-Loop					
	2 Wire Analog - area A	\$ 10.27		See NRC prices below	
	2 Wire Analog - area B	\$ 10.27		See NRC prices below	
	2 Wire Analog - area C	\$ 10.27		See NRC prices below	
	4 Wire Analog - area A	\$ 25.74		See NRC prices below	
	4 Wire Analog - area B	\$ 25.74		See NRC prices below	
	4 Wire Analog - area C	\$ 25.74		See NRC prices below	
	2 Wire DSL - area A	\$ 6.36		See NRC prices below	
	2 Wire DSL - area B	\$ 6.36		See NRC prices below	
	2 Wire DSL - area C	\$ 6.36		See NRC prices below	
	4 Wire DSL - area A	\$ 12.69		See NRC prices below	
	4 Wire DSL - area B	\$ 12.69		See NRC prices below	
	4 Wire DSL - area C	\$ 12.69		See NRC prices below	
	2 Wire ISDN Compatible - area A	N/A		See NRC prices below	
	2 Wire ISDN Compatible - area B	N/A		See NRC prices below	
	2 Wire ISDN Compatible - area C	N/A		See NRC prices below	
CO to Terminal sub-loop					
	2 Wire Analog - area A	\$ 16.08		See NRC prices below	
	2 Wire Analog - area B	\$ 16.08		See NRC prices below	
	2 Wire Analog - area C	\$ 16.08		See NRC prices below	
	4 Wire Analog - area A	\$ 37.34		See NRC prices below	
	4 Wire Analog - area B	\$ 37.34		See NRC prices below	
	4 Wire Analog - area C	\$ 37.34		See NRC prices below	
	2 Wire DSL - area A	\$ 12.15		See NRC prices below	
	2 Wire DSL - area B	\$ 12.15		See NRC prices below	
	2 Wire DSL - area C	\$ 12.15		See NRC prices below	
	4 Wire DSL - area A	\$ 24.31		See NRC prices below	
	4 Wire DSL - area B	\$ 24.31		See NRC prices below	
	4 Wire DSL - area C	\$ 24.31		See NRC prices below	
	2 Wire ISDN Compatible - area A	N/A		See NRC prices below	
	2 Wire ISDN Compatible - area B	N/A		See NRC prices below	
	2 Wire ISDN Compatible - area C	N/A		See NRC prices below	
ECS to SAI sub-loop					
	2 Wire Analog - area A	\$ 1.48		See NRC prices below	
	2 Wire Analog - area B	\$ 1.48		See NRC prices below	
	2 Wire Analog - area C	\$ 1.48		See NRC prices below	
	4 Wire Analog - area A	\$ 2.96		See NRC prices below	
	4 Wire Analog - area B	\$ 2.96		See NRC prices below	
	4 Wire Analog - area C	\$ 2.96		See NRC prices below	
	2 Wire DSL - area A	\$ 1.48		See NRC prices below	
	2 Wire DSL - area B	\$ 1.48		See NRC prices below	
	2 Wire DSL - area C	\$ 1.48		See NRC prices below	
	4 Wire DSL - area A	\$ 2.96		See NRC prices below	
	4 Wire DSL - area B	\$ 2.96		See NRC prices below	
	4 Wire DSL - area C	\$ 2.96		See NRC prices below	
ECS to Terminal sub-loop					
	2 Wire Analog - area A	\$ 7.28		See NRC prices below	
	2 Wire Analog - area B	\$ 7.28		See NRC prices below	

		AIT Generic Rates		
WISCONSIN		AIT RECURRING		AIT NON-REC.
		Monthly		
	2 Wire Analog - area C	\$ 7.28		See NRC prices below
	4 Wire Analog - area A	\$ 14.56		See NRC prices below
	4 Wire Analog - area B	\$ 14.56		See NRC prices below
	4 Wire Analog - area C	\$ 14.56		See NRC prices below
	2 Wire DSL - area A	\$ 7.28		See NRC prices below
	2 Wire DSL - area B	\$ 7.28		See NRC prices below
	2 Wire DSL - area C	\$ 7.28		See NRC prices below
	4 Wire DSL - area A	\$ 14.56		See NRC prices below
	4 Wire DSL - area B	\$ 14.56		See NRC prices below
	4 Wire DSL - area C	\$ 14.56		See NRC prices below
ECS to NID sub-loop				
	2 Wire Analog - area A	\$ 8.64		See NRC prices below
	2 Wire Analog - area B	\$ 8.64		See NRC prices below
	2 Wire Analog - area C	\$ 8.64		See NRC prices below
	4 Wire Analog - area A	\$ 17.26		See NRC prices below
	4 Wire Analog - area B	\$ 17.26		See NRC prices below
	4 Wire Analog - area C	\$ 17.26		See NRC prices below
	2 Wire DSL - area A	\$ 8.64		See NRC prices below
	2 Wire DSL - area B	\$ 8.64		See NRC prices below
	2 Wire DSL - area C	\$ 8.64		See NRC prices below
	4 Wire DSL - area A	\$ 17.26		See NRC prices below
	4 Wire DSL - area B	\$ 17.26		See NRC prices below
	4 Wire DSL - area C	\$ 17.26		See NRC prices below
SAI to Terminal sub-loop				
	2 Wire Analog - area A	\$ 6.82		See NRC prices below
	2 Wire Analog - area B	\$ 6.82		See NRC prices below
	2 Wire Analog - area C	\$ 6.82		See NRC prices below
	4 Wire Analog - area A	\$ 13.63		See NRC prices below
	4 Wire Analog - area B	\$ 13.63		See NRC prices below
	4 Wire Analog - area C	\$ 13.63		See NRC prices below
	2 Wire DSL - area A	\$ 6.82		See NRC prices below
	2 Wire DSL - area B	\$ 6.82		See NRC prices below
	2 Wire DSL - area C	\$ 6.82		See NRC prices below
	4 Wire DSL - area A	\$ 13.63		See NRC prices below
	4 Wire DSL - area B	\$ 13.63		See NRC prices below
	4 Wire DSL - area C	\$ 13.63		See NRC prices below
SAI to NID sub-loop				
	2 Wire Analog - area A	\$ 8.17		See NRC prices below
	2 Wire Analog - area B	\$ 8.17		See NRC prices below
	2 Wire Analog - area C	\$ 8.17		See NRC prices below
	4 Wire Analog - area A	\$ 16.32		See NRC prices below
	4 Wire Analog - area B	\$ 16.32		See NRC prices below
	4 Wire Analog - area C	\$ 16.32		See NRC prices below
	2 Wire DSL - area A	\$ 8.17		See NRC prices below
	2 Wire DSL - area B	\$ 8.17		See NRC prices below
	2 Wire DSL - area C	\$ 8.17		See NRC prices below
	4 Wire DSL - area A	\$ 16.32		See NRC prices below
	4 Wire DSL - area B	\$ 16.32		See NRC prices below
	4 Wire DSL - area C	\$ 16.32		See NRC prices below
Terminal to NID sub-loop				
	2 Wire Analog - area A	\$ 1.87		See NRC prices below
	2 Wire Analog - area B	\$ 1.87		See NRC prices below
	2 Wire Analog - area C	\$ 1.87		See NRC prices below
	4 Wire Analog - area A	\$ 3.75		See NRC prices below
	4 Wire Analog - area B	\$ 3.75		See NRC prices below
	4 Wire Analog - area C	\$ 3.75		See NRC prices below
	2 Wire DSL - area A	\$ 1.87		See NRC prices below
	2 Wire DSL - area B	\$ 1.87		See NRC prices below
	2 Wire DSL - area C	\$ 1.87		See NRC prices below
	4 Wire DSL - area A	\$ 3.75		See NRC prices below
	4 Wire DSL - area B	\$ 3.75		See NRC prices below
	4 Wire DSL - area C	\$ 3.75		See NRC prices below
NID sub-loop element				
	2 Wire Analog - area A	TBD		See NRC prices below
	2 Wire Analog - area B	TBD		See NRC prices below
	2 Wire Analog - area C	TBD		See NRC prices below
	4 Wire Analog - area A	TBD		See NRC prices below
	4 Wire Analog - area B	TBD		See NRC prices below
	4 Wire Analog - area C	TBD		See NRC prices below
	2 Wire DSL - area A	TBD		See NRC prices below
	2 Wire DSL - area B	TBD		See NRC prices below
	2 Wire DSL - area C	TBD		See NRC prices below
	4 Wire DSL - area A	TBD		See NRC prices below
	4 Wire DSL - area B	TBD		See NRC prices below
	4 Wire DSL - area C	TBD		See NRC prices below
	2 Wire ISDN Compatible - area A	TBD		See NRC prices below
	2 Wire ISDN Compatible - area B	TBD		See NRC prices below
	2 Wire ISDN Compatible - area C	TBD		See NRC prices below
	4 Wire DS1 Compatible - area A	TBD		See NRC prices below
	4 Wire DS1 Compatible - area B	TBD		See NRC prices below
	4 Wire DS1 Compatible - area C	TBD		See NRC prices below
	DS3 compatible subloop - area A	TBD		See NRC prices below
	DS3 compatible subloop - area B	TBD		See NRC prices below
	DS3 compatible subloop - area C	TBD		See NRC prices below
Sub-Loop Non-Recurring Charges				
	2-Wire Analog Sub-Loop		\$ 220.88	
	4-Wire Analog Sub-Loop		\$ 221.90	
	2-Wire xDSL Digital Sub-Loop		\$ 254.74	
	4-Wire xDSL Digital Sub-Loop		\$ 259.05	
	2-Wire ISDN Digital Sub-Loop		\$ 281.32	
	4-Wire DS-1 (1.544 Mbps) Digital Sub-Loop		\$ 488.74	

		AIT Generic Rates			
WISCONSIN		AIT RECURRING		AIT NON-REC.	
		Monthly			
	DS3 Sub-Loop			\$	643.91
	Service Order Charge				
	Establish, per occasion			\$	16.50
	Add or change, per occasion			\$	16.50
	Line Connection Charge				
	per occasion			\$	40.10
DSL Cross Connects					
	* HFPL Cross Connect - CLEC Owned Non Integrated	\$	0.71	\$	58.59 N/A
	* HFPL Cross Connect - CLEC Owned Integrated	\$	0.71	\$	58.59 N/A
	* HFPL Cross Connect - SBC Owned	\$	0.71	\$	71.48 N/A
The price assumes all Central Office cross-connects required to provision the HFPL product					
HFPL OSS Charge					
	* HFPL OSS Charge - per line	\$	0.91		N/A N/A
HFPL LST					
	Line & Station Transfer(LST)		N/A		TBD TBD
Loop Cross Connects					
	DS3 C.O. Cross-Connect to Collocation	\$	29.01		N/A N/A
Unbundled Local Switching					
		USAGE			
	ULS Usage, per Originating or Terminating MOU (statewide)	\$	0.003451		NA NA
		PER MESSAGE			
	Daily Usage Feed (DUF), per message	\$	0.000940		NA NA
	Customized Routing per Line Class Code, per switch		NA	\$	218.98
	Billing Establishment, per CLEC, per switch		NA		NA N/A
	Service Coordination Fee, per CLEC bill, per switch	\$	1.16		N/A N/A
Unbundled Local Switching with Shared Transport					
		USAGE			
	ULS-Usage for ULS-ST, per Originating & Terminating MOU	\$	0.001319		N/A
	ULS-ST Blended Transport MOU	\$	0.001662		N/A
	ULS-ST Reciprocal Compensation MOU	\$	0.001319		N/A
	ULS-ST Common Transport MOU	\$	0.001072		N/A
	ULS-ST Tandem Switching MOU	\$	0.000291		N/A
		PER MESSAGE			
	SS7 Signaling Transport associated with ULS-ST	\$	0.000055		N/A
	Custom Routing of OS or DA using AIN for ULS-ST, per route, per switch		NA	\$	120.51
Port Charge Per Month					
	Analog Line Port	\$	6.25	\$	54.27 N/A
	Analog Residence Only Line Port (Wisconsin Only)	\$	3.71	\$	54.27 N/A
	Ground Start Port	\$	6.88	\$	54.27 N/A
	Analog DID Trunk Port	\$	13.84	\$	54.27 N/A
	ISDN BRI Port	\$	34.17	\$	54.27 N/A
	ISDN PRI Port	\$	172.28	\$	675.82 N/A
	Digital Trunking Trunk Port	\$	112.14	\$	675.82 N/A
	DS1 Trunk Port	\$	110.06	\$	675.82 N/A
	Centrex Basic Line Port	\$	10.83	\$	54.27 N/A
	Centrex ISDN BRI Port	\$	55.38	\$	54.27 N/A
	Centrex EKL Line Port	\$	33.21	\$	54.27 N/A
	Centrex Attendant Console Line Port	\$	107.02	\$	108.54 N/A
Port Non-Recurring Charges					
	Service Order - Line Port, per occasion		NA	\$	17.66 N/A
	Service Order - Trunk Port, per occasion		NA	\$	348.43 N/A
	Service Order - Record Order, per occasion		NA	\$	15.34 N/A
	Conversion from one port type to another, per each port changed		NA	\$	50.60 N/A
Cross Connects					
	2-Wire	\$	0.19		NA NA
	4-Wire	\$	0.38		NA NA
	6-Wire	\$	0.57		NA NA
	8-Wire	\$	0.76		NA NA
	DS1/LT1	\$	0.52		NA NA
	DS3/LT3	\$	0.96		NA NA
	OC3	\$	103.01		NA NA
	OC12	\$	542.96		NA NA
	OC48	\$	1,218.40		NA NA
Tandem Switching					
	per minute of use (without Tandem Trunks)	\$	0.000674		NA NA
Dedicated Transport					
Entrance Facility:					
	DS1 Zone 1	\$	69.09		NA NA
	Zone 2	\$	69.09		NA NA
	Zone 3	\$	69.09		NA NA
	DS3 Zone 1	\$	1,005.93		NA NA
	Zone 2	\$	1,005.93		NA NA
	Zone 3	\$	1,005.93		NA NA

		AIT Generic Rates		
WISCONSIN		AIT RECURRING	AIT NON-REC.	
		Monthly		
OC3	All Zones	\$ 456.36	NA	NA
OC12	All Zones	\$ 720.09	NA	NA
OC48	All Zones	\$ 3,111.65	NA	NA
Interoffice Transport:				
DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 15.69	NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 2.41	NA	NA
DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 173.23	NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 36.20	NA	NA
OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 371.20	NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 261.37	NA	NA
OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 635.43	NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 467.09	NA	NA
OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 1,522.30	NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 403.40	NA	NA
Multiplexing				
DS1 to Voice Grade		\$ 298.31	NA	NA
DS3 to DS1		\$ 383.00	NA	NA
OC3	Add/Drop Multiplexing - Per Arrangement	\$ 606.97	NA	NA
	Add/Drop Function			
	- Per DS3 Add or Drop	\$ 140.96	NA	NA
	- Per DS1 Add or Drop	\$ 43.54	NA	NA
OC12	Add/Drop Multiplexing - Per Arrangement	\$ 667.13	NA	NA
	Add/Drop Function			
	- Per OC3 Add or Drop	\$ 196.36	NA	NA
	- Per DS3 Add or Drop	\$ 42.58	NA	NA
OC48	Add/Drop Multiplexing - Per Arrangement	\$ 770.56	NA	NA
	Add/Drop Function			
	- Per OC12 Add or Drop	\$ 391.22	NA	NA
	- Per OC3 Add or Drop	\$ 180.31	NA	NA
	- Per DS3 Add or Drop	\$ 63.77	NA	NA
Dedicated Transport Cross Connects				
DS1		\$ 0.52	NA	NA
DS3		\$ 0.96	NA	NA
OC3		\$ 103.01	NA	NA
OC12		\$ 542.96	NA	NA
OC48		\$ 1,218.40	NA	NA
Dark Fiber				
Dark Fiber Interoffice				
	Dark Fiber Interoffice Termination (Per Termination per Fiber)	\$170.33	NA	NA
	Dark Fiber Interoffice Mileage (Per Fiber per Foot)	\$0.00398	NA	NA
	Dark Fiber Interoffice Cross Connect (Per Termination per Fiber)	\$3.01	NA	NA
Dark Fiber Loop				
	Dark Fiber Loop Termination (Per Termination per Fiber)	\$29.21	NA	NA
	Dark Fiber Loop Mileage (Per Fiber per Foot)	\$0.00374	NA	NA
	Dark Fiber Loop Cross Connect (Per Termination per Fiber)	\$2.41	NA	NA
Inquiry (Per Request)				
	Dark Fiber Loop - NRC	NA	\$70.53	NA
	Dark Fiber Sub-Loop - NRC	NA	\$70.53	NA
	Dark Fiber Interoffice Transport - NRC	NA	\$289.69	NA
FIRM ORDER (Per Fiber Strand)				
	Administrative per Order			
	Connect	NA	\$11.19	NA
	Disconnect	NA	\$9.28	NA
	Dark Fiber Loop / Sub-Loop - NRC (CO to RT, HUT, CEV or PREM)	NA		
	Connect	NA	\$301.55	NA
	Disconnect	NA	\$81.84	NA
	Dark Fiber Sub-Loop - NRC (RT to RT, HUT, CEV or PREM)	NA		
	Connect	NA	\$301.57	NA
	Disconnect	NA	\$74.61	NA
	Dark Fiber Interoffice Transport - NRC	NA		
	Connect	NA	\$379.60	NA
	Disconnect	NA	\$144.27	NA
Digital Cross-Connect System				
DCS Port Charge				
DS1		ICB	ICB	NA
DS3		ICB	ICB	NA
DCS Establishment Charge		ICB	ICB	NA
Database Modification Charge		ICB	ICB	NA
Reconfiguration Charge		ICB	ICB	NA
Dedicated Transport Network Reconfiguration Service (NRS)				
On rates, terms and conditions specified in FCC Tariff No. 2				
Dedicated Transport Optional Features & Functions				
DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged		\$ 371.79	NA
OC3	1+1 Protection - Per OC3 Entrance Facility	\$ 55.75	NA	NA
	1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 55.75	\$ 2,640.45	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)			
	- (1) Per OC3 Entrance Facility	\$ 55.75	NA	NA
	- (2) Per Quarter Route Mile	\$ 75.75	NA	NA
OC12	1+1 Protection - Per OC12 Entrance Facility	\$ 275.82	NA	NA
	1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 275.82	\$ 2,640.45	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)			

		AIT Generic Rates			
WISCONSIN		AIT RECURRING		AIT NON-REC.	
		Monthly			
	- (1) Per OC12 Entrance Facility	\$ 275.82		NA	NA
	- (2) Per Quarter Route Mile	\$ 67.73		NA	NA
OC48	1+1 Protection - Per OC48 Entrance Facility	\$ 1,056.21		NA	NA
	1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 1,056.21		\$ 2,640.45	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC48 Entrance Facility	\$ 1,056.21		NA	NA
	- (2) Per Quarter Route Mile	\$ 88.17		NA	NA
Dedicated Transport Installation & Rearrangement Charges					
DS1	Administration Charge - Per Order	NA		\$ 346.87	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 543.46	NA
	Carrier Connection Charge - Per Order	NA		\$ 516.53	NA
DS3	Administration Charge - Per Order	NA		\$ 266.67	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 578.43	NA
	Carrier Connection Charge - Per Order	NA		\$ 345.33	NA
OC3	Administration Charge - Per Order	NA		\$ 106.14	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 436.76	NA
	Carrier Connection Charge - Per Order	NA		\$ 828.62	NA
OC12	Administration Charge - Per Order	NA		\$ 106.14	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 436.76	NA
	Carrier Connection Charge - Per Order	NA		\$ 828.62	NA
OC48	Administration Charge - Per Order	NA		\$ 106.14	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 436.76	NA
	Carrier Connection Charge - Per Order	NA		\$ 828.62	NA
Line Information Database - LIDB		USAGE			
	Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.016050	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)	\$ 0.000014	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)	\$ 0.016050	(per query)	NA	NA
	Query Transport (Local STP Access Validation)	\$ 0.000168	(per query)	NA	NA
	CNAM Database Query (Regional STP Access Includes SMS)	\$ 0.0093985	(per query)	NA	NA
	CNAM Database Query (Local STP Access Includes SMS)	\$ 0.0093985	(per query)	NA	NA
	Service Order Cost	NA		\$ 25.00	NA
	Service Establishment Charge	NA		NA	NA
	LIDB Data Storage & Administration				
	Manual Update	NA		\$ 2.00	(Per Update)
800 Database		USAGE			
	Toll Free Database Query (Regional STP Access)	\$ 0.001298	(per query)		
	Call Handling and Destination (Regional STP Access)	\$ 0.000169	(per query)		
	Toll Free Database Query (Local STP Access)	\$ 0.001452	(per query)		
	Call Handling and Destination (Local STP Access)	\$ 0.000322	(per query)		
SS7					
SS7 Links - Cross Connects					
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
SS7 Links					
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	STP Port	\$ 347.17		\$ 628.12	N/A
SS7 Signalling		USAGE			
	Signal Switching/IAM msg	\$ 0.000184			
	Signal Transport/IAM msg	\$ 0.000133			
	Signal Formulation/IAM msg	\$ 0.000342			
	Signal Tandem Switching/IAM msg	\$ 0.000458			
	Signal Switching/TCAP msg	\$ 0.000152			
	Signal Transport/TCAP msg	\$ 0.000090			
	Signal Formulation/TCAP msg	\$ 0.000333			
	Point Code Addition	N/A		\$ 22.94	N/A
	Global Title Translation Addition	N/A		\$ 12.33	N/A
	Record				
	Disconnect				
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
	Call Waiting	\$ -			
	Call Forwarding Variable	\$ -			
	Call Forwarding Busy Line	\$ -			
	Call Forwarding Don't Answer	\$ -			
	Three-Way Calling	\$ -			
	Speed Calling - 8	\$ -			
	Speed Calling - 30	\$ -			
	Auto Callback/Auto Redial	\$ -			
	Distinctive Ring/Priority Call	\$ -			
	Selective Call Rejection/Call Blocker	\$ -			
	Auto Recall/Call Return	\$ -			
	Selective Call Forwarding	\$ -			
	Calling Number Delivery	\$ -			
	Calling Name Delivery	\$ -			
	Calling Number/Name Blocking	\$ -			
	Anonymous Call Rejection (to date only available in Texas)	\$ -			

WISCONSIN		AIT Generic Rates		
		AIT RECURRING		AIT NON-REC.
		Monthly		
Analog Line Port Features:		\$ -		
Personalized Ring (per arrangement per port)		\$ -		
Hunting Arrangement (per arrangement)				
ISDN BRI Port Features (per B Channel, unless noted)		\$ -		
CSV/CSD per ISDN BRI port (required/provided)				
Basic Electronic Key Terminal Service (EKTS)				
Basic EKTS provides:				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Call Appearance Call Handling (CACH) EKTS				
CACH EKTS includes:				
Additional Call Offering (inherent)				
Bridged Call Exclusion				
Bridging				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Intercom				
Key System Coverage for Analog Lines				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Basic individual features:				
Additional Call Offering				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Calling Number Delivery				
Hunt Group for CSD				
Hunt Group for CSV				
Message Waiting Indicator				
Secondary Only Telephone Number				
Three Way Conference Calling				
ISDN PRI Port Features				
Backup D Channel				
Calling Number Delivery				
Dynamic Channel Allocation				
DID #s - see Analog DID Trunk Port Features				
Analog Trunk Port Features (per feature per port)				
DID #s - per telephone number		\$ 0.01		
DS1 Digital Trunk Port Features (per feature per port)				
DID #s - see Analog DID Trunk Port Features				
Unbundled Centrex System Options				
System Initial Establishment per Serving Office - Analog Only		NA	\$ 469.62	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix		NA	\$ 469.62	NA
System Initial Establishment per Serving Office - ISDN BRI Only		NA	\$ 469.62	NA
System Subsequent Change per Serving Office - Analog only system		NA	\$ 62.40	NA
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system		NA	\$ 62.40	NA
System Subsequent Change per Serving Office - ISDN BRI only system		NA	\$ 62.40	NA
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system		NA	NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system		NA	NA	NA
Analog Line Port (ALP) Features for Unbundled Centrex				
Standard feature initialization per Analog Line Port		\$ -	\$ 228.75	
Individual Features (per feature per port):		\$ 374.80	NA	
Automatic Callback Calling/Business Group Callback				
Call Forwarding Variable/Business Group Call Forwarding Variable				
Call Forwarding Busy Line				
Call Forwarding Don't Answer				
Call Hold				
Call Pickup				
Call Transfer - All Calls				
Call Waiting - Intragroup/Business Group Call Waiting				
Call Waiting - Originating				
Call Waiting - Terminating				
Class of Service Restriction - Fully Restricted				
Class of Service Restriction - Semi Restricted				
Class of Service Restriction - Toll Restricted				
Consultation Hold				
Dial Call Waiting				
Directed Call Pickup - Non Barge In				
Directed Call Pickup - With Barge In				

WISCONSIN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly			
Distinctive Ringing and Call Waiting Tone					
Hunting Arrangement - Basic					
Hunting Arrangement - Circular					
Speed Calling Personal (short list)					
Three Way Calling					
ISDN BRI Port Features for Unbundled Centrex					
Circuit Switched Voice (CSV)(CSD) per BRI					
Standard feature initialization per Centrex System		\$	374.80	NA	
Individual features (per feature per B Channel)					
Additional Call Offering for CSV					
Automatic Callback Calling					
Call Forwarding Busy Line					
Call Forwarding Don't Answer					
Call Forwarding Variable					
Call Hold					
Call Pickup					
Call Transfer - All Calls					
Class of Service Restriction - Fully Restricted					
Class of Service Restriction - Semi Restricted					
Class of Service Restriction - Toll Restricted					
Consultation Hold					
Dial Call Waiting					
Directed Call Pickup - Non Barge In					
Directed Call Pickup - With Barge In					
Distinctive Ringing					
Hunting Arrangement - Basic					
Hunting Arrangement - Circular					
Speed Calling Personal (short list)					
Three Way Calling					
Custom Access Treatment Code (TX only)					
Denied Origination (TX only)					
Denied Termination (TX only)					
Intercom Dialing (TX only)					
OTHER					
Directory Assistance					
Directory Assistance, per occurrence		\$	0.30	NA	NA
Directory Assistance Call Completion (DACC)		\$	0.15	NA	NA
Directory Assistance/National Directory Assistance, per occurrence		\$	0.35	NA	NA
Branding - Other - Initial/Subsequent Load				\$	1,800.00
- per call		\$	0.025		
Branding - Facility Based - Initial/Subsequent Load					
- Branding, per trunk group		NA		\$	800.00
					NA
Directory Assistance - Facilities Based Rate Reference - Initial Load		NA		\$	2,200.00
Directory Assistance - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load		NA		\$	1,000.00
					NA
DA Listings					
DA Listing License					
Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
- per listing for initial load		NA		\$	0.040
- per listing for subsequent updates		NA		\$	0.060
					NA
Option #2 Full File (all states inclusive) Billable Release					
- per listing for initial load		NA		\$	0.020
- per listing for subsequent updates		NA		\$	0.030
- per usage/query		NA		\$	0.020
					NA
Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
- per listing for initial load		NA		\$	0.050
- per listing for subsequent updates		NA		\$	0.060
					NA
Option #4 Pick & Choose (by state) Billable Release					
- per listing for initial load		NA		\$	0.020
- per listing for subsequent updates		NA		\$	0.030
- per usage/query		NA		\$	0.020
					NA
Operator Services					
Fully Automated Call Processing, per occurrence		\$	0.15	NA	NA
Operator Assisted Call Processing, per work second		\$	0.02	NA	NA
Branding - Other - Initial/Subsequent Load				1,800.00	
- per call		\$	0.025		
Branding - Facility Based - Initial/Subsequent Load					
- Branding, per trunk group		NA		\$	800.00
					NA
Operator Services - Facilities Based Rate Reference - Initial Load		NA		\$	2,200.00
Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load		NA		\$	1,000.00
					NA
Ancillary Message Billing Compensation (Per Message)		\$	0.03	NA	NA
Structure Access - Poles & Ducts		Annually			
Per Pole attachment*		\$	3.03		

WISCONSIN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly			
	Per Foot of innerduct	\$	0.31		
	Application fee			\$	200.00
Emergency Number Service Access					
	911 Selective Router Interconnection				
	-Digital DS1 Interface				
	-Each DSO installed				
	-Analog Channel Interface	\$	26.29		\$ 737.59
	ANI/ALI/SR and Database Management				
	- Per 100 records, rounded up to nearest 100	\$	152.49		\$ 14.37
	911 Selective Router Switch Administration				
	-Per Selective Router				
*For (1) each one foot of usable space, or fraction thereof, occupied and (2) each additional one foot of space, or fraction thereof, rendered unusable by the attachment's presence.					
RECIPROCAL COMPENSATION					
End Office Local Termination					
	Set up charge, per call	\$	0.005485		
	Duration charge, per MOU	\$	0.001662		
Tandem Switching					
	Set up charge, per call	\$	0.000904		
	Duration charge, per MOU	\$	0.000483		
Tandem Transport Termination					
	Set up charge, per call	\$	0.000122		
	Duration charge, per MOU	\$	0.000064		
Tandem Transport Facility Mileage, per MOU per mile					
	Set up charge, per mile	\$	0.000008		
	Duration charge, per MOU per mile	\$	0.000003		
TRANSIT SERVICE					
Tandem Switching					
	per minute of use	\$	0.004907		NA
Tandem Termination					
	per minute of use	\$	0.000175		NA
Tandem Facility					
	per minute of use	\$	0.000012		NA
* The Parties acknowledge and agree that the rates set forth are interim and subject to true-up pending state established rates.					
RESALE		RECURRING		NON-RECURRING	
BUSINESS					
LOCAL EXCHANGE SERVICE					
	Business 1 Party		17.50%		27.50%
	Business - Measured		17.50%		27.50%
	Customer Operated Pay Telephone (COPT)		17.50%		27.50%
EXPANDED LOCAL CALLING					
	Extended Area Service		20.00%		20.00%
VERTICAL SERVICES					
	Anonymous Call Rejection		25.00%		25.00%
	Repeat Dialing (Auto Redial)		25.00%		25.00%
	Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		25.00%		25.00%
	Call Blocker		25.00%		25.00%
	Call Forwarding		25.00%		25.00%
	Call Forwarding - Busy Line		25.00%		25.00%
	Call Forwarding - Busy Line/Don't Answer		25.00%		25.00%
	Call Forwarding - Don't Answer		25.00%		25.00%
	Automatic CallBack (Call Return)		25.00%		25.00%
	Automatic CallBack-Per Use (Call Return - Usage Sensitive)		25.00%		25.00%
	Call Trace		25.00%		25.00%
	Call Waiting		25.00%		25.00%
	Caller ID WithName (Calling Name)		25.00%		25.00%
	Caller ID (Calling Number)		25.00%		25.00%
	MultiRing Service -1 (Personalized Ring -1 Dependent Number)		25.00%		25.00%
	MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		25.00%		25.00%
	Remote Access to Call Forwarding (Grandfathered)		0.00%		0.00%
	Selective Call Forwarding		0.00%		0.00%
	Multi-Path Call Forwarding (Simultaneous Call Forwarding)		25.00%		25.00%
	Remote Call Forwarding-Per Feature		25.00%		25.00%
	RCF, Interstate, Interexchange		25.00%		25.00%
	RCF, Intrastate		25.00%		25.00%
	RCF, Interstate, International		25.00%		25.00%
	RCF, Intrastate, Interexchange		25.00%		25.00%
	RCF to 800		25.00%		25.00%
	RCF Additional		25.00%		25.00%
	Speed Calling 8		25.00%		25.00%
	Speed Calling 30		25.00%		25.00%
	Three Way Calling		25.00%		25.00%
	Call Screening		25.00%		25.00%
	Busy Line Transfer		25.00%		25.00%
	Alternate Answer		25.00%		25.00%
	Message Waiting - Tone		25.00%		25.00%
	Easy Call		25.00%		25.00%

		AIT Generic Rates			
WISCONSIN		AIT RECURRING		AIT NON-REC.	
		Monthly			
	Prime Number Service	25.00%		25.00%	
	AMERITECH Privacy Manager	25.00%		25.00%	
	Name and Number Delivery Service	25.00%		25.00%	
	DID				
	DID	15.00%		15.00%	
	TRUNKS				
	Trunk	17.50%		17.50%	
	AIN				
	Area Wide Networking	25.00%		25.00%	
	Ameritech Switch Alternate Routing (ANSAR)	25.00%		25.00%	
	Ameritech Customer Location Alternate Routing (ACLAR)	25.00%		25.00%	
	OTHER				
	Grandfathered Services	0.00%		0.00%	
	Promotions (Greater than 90 days)	25.00%		25.00%	
	TouchTone (Business)	25.00%		25.00%	
	TouchTone (Trunk)	25.00%		25.00%	
	900/976 Call Blocking (900/976 Call Restriction)	0%		0%	
	976 (976 Information Delivery Service)	0%		0%	
	Access Services (See Access Tariff)	0%		0%	
	Additional Directory Listings	15.00%		15.00%	
	Carrier Disconnect Service (Company Initiated Suspension Service)	0%		0%	
	Connection Services	25.00%		25.00%	
	Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
	Shared Tenant Service	0%		0%	
	Data Services				
	Gigabit Ethernet Metropolitan Area Network (GigaMAN)	8.00%		8.00%	
	PBX Trunks	8.00%		8.00%	
	Mult-SERVICE Optical Network (MON)	8.00%		8.00%	
	OCn-PTP	8.00%		8.00%	
	ADTS-E	8.00%		8.00%	
	DS0	8.00%		8.00%	
	DS1	8.00%		8.00%	
	DS3	8.00%		8.00%	
	ISDN				
	ISDN	9.70%		9.70%	
	DIRECTORY ASSISTANCE SERVICES				
	Directory Assistance Services	15.00%		15.00%	
	Local Operator Assistance Service	15.00%		15.00%	
	TOLL				
	TOLL	25.00%		25.00%	
	OPTIONAL TOLL CALLING PLANS				
	Optional Toll Calling Plans	25.00%		25.00%	
	CENTREX (PLEXAR)				
	Ameritech Centrex Service ACS	25.00%		25.00%	
	Ameritech Centrex Network Manager	0.00%		0.00%	
	PRIVATE LINE				
	Analog Private Lines	8.00%		8.00%	
	Private Line Channel Services	8.00%		8.00%	
	RESIDENCE		RESALE DISCOUNTS		
	LOCAL EXCHANGE SERVICE		RECURRING	NON-RECURRING	
	Life Line	0.00%		0.00%	
	Residence 1 Party	14.50%		25.00%	
	Residence Measured	14.50%		25.00%	
	EXPANDED LOCAL CALLING				
	Extended Area Service	17.50%		17.50%	
	VERTICAL SERVICES				
	Anonymous Call Rejection	23.00%		23.00%	
	Repeat Dialing (Auto Redial)	23.00%		23.00%	
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	23.00%		23.00%	
	Call Blocker	23.00%		23.00%	
	Call Forwarding	23.00%		23.00%	
	Call Forwarding - Busy Line	23.00%		23.00%	
	Call Forwarding - Busy Line/Don't Answer	23.00%		23.00%	
	Call Forwarding - Don't Answer	23.00%		23.00%	
	Automatic Call-Back (Call Return)	23.00%		23.00%	
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	23.00%		23.00%	
	Call Trace	23.00%		23.00%	
	Call Waiting	23.00%		23.00%	
	Caller ID with Name (Calling Name)	23.00%		23.00%	
	Caller ID (Calling Number)	23.00%		23.00%	
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	23.00%		23.00%	
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	23.00%		23.00%	
	Remote Access to Call Forwarding (GF)	0.00%		0.00%	
	RCF, Interstate, Interexchange	23.00%		23.00%	
	RCF, Intrastate	23.00%		23.00%	
	RCF, Interstate, International	23.00%		23.00%	

		AIT Generic Rates			
WISCONSIN		AIT RECURRING		AIT NON-REC.	
		Monthly			
	RCF, Intrastate, Interexchange	23.00%		23.00%	
	RCF to 800	23.00%		23.00%	
	RCF Additional	23.00%		23.00%	
	Selective Call Forwarding	23.00%		23.00%	
	Speed Calling 8	23.00%		23.00%	
	Three Way Calling	23.00%		23.00%	
	Call Screening	23.00%		23.00%	
	Busy Line Transfer	23.00%		23.00%	
	Alternate Answer	23.00%		23.00%	
	Message Waiting - Tone	23.00%		23.00%	
	Easy Call	23.00%		23.00%	
	AMERITECH Privacy Manager	23.00%		23.00%	
	Name and Number Delivery Service	23.00%		23.00%	
	ISDN				
	ISDN	9.70%		9.70%	
	DIRECTORY ASSISTANCE SERVICES				
	Directory Assistance Services	15.00%		15.00%	
	Local Operator Assistance Service	15.00%		15.00%	
	OTHER				
	Grandfathered Services	0.00%		0.00%	
	Promotions (Greater than 90 Days)	23.00%		23.00%	
	TouchTone	23.00%		23.00%	
	Home Services Packages	23.00%		23.00%	
	900/976 Call Blocking (900/976 Call Restriction)	0%		0%	
	976 (976 Information Delivery Service)	0%		0%	
	Access Services (See Access Tariff)	0%		0%	
	Additional Directory Listings	15.00%		15.00%	
	Carrier Disconnect Service (Company Initiated Suspension Service)	0%		0%	
	Connection Services	25.00%		25.00%	
	Premise Services/Line Backer (Maintenance of Service Charges)	0%		0%	
	Shared Tenant Service	0%		0%	
	TOLL				
	Toll	21.50%		21.50%	
	Electronic Billing Information Data (daily usage)	\$0.00			
	per message				
	Local disconnect Report (LDR)				
	Per WTN	\$0.00			
	Line Connection Charge				
	Residence			N/A	
	Business			N/A	
	Service Order/Service Request Charge				
	Residence			\$26.25	
	Business			\$31.90	
	Non-Electronic (Manual) Service Order Charge				
	Residence			\$9.02	
	Business			\$9.02	
The rate elements contained in this Resale Appendix and the more detailed rate elements on file with the applicable state commission in the Wisconsin					

AMERITECH
TELEPHONE COMPANY
WISCONSIN
December 5, 2001

APPENDIX PRICING
AIT-WI/QuantumShift Communications, Inc.
Collocation Services

Collocation Services					
Wisconsin			CAGE		
			QUOTE SHEET		
			QUANTITY	RATE	RATE
			OF	MONTHLY	NON-
COST ELEMENT	UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Site Conditioning	Per Sq. Ft. of space used by CLEC	S8FWB			\$27.60
Safety & Security	Per Sq. Ft. of space used by CLEC	S8F4N			\$53.71
Floor Space Usage	Per Sq. Ft. of space used by CLEC	S8F4L		\$22.50	
COMMON SYSTEMS					
Common Systems - Cage	Per Sq. Ft. of space used by CLEC	S8F4A		\$2.84	\$123.27
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$616.75
DC Power Engineering	Per Application	NRL6P			\$658.78
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$1.18	\$51.08
20 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad (Clec Provides)	NONE			\$0.00
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.75	\$32.44
POWER CONSUMPTION (Including HVAC)					
20 Amps	Per 20 Amps	S8FPT		\$562.19	
40 Amps	Per 40 Amps	S8FQD		\$1,124.38	
50 Amps	Per 50 Amps	S8FPS		\$1,405.47	
100 Amps	Per 100 Amps	S8FQE		\$2,281.89	
200 Amps	Per 200 Amps	S8FQF		\$4,563.79	
400 Amps	Per 400 Amps	SP1QJ		\$9,127.57	
FIBER CABLE PLACEMENT					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC provides and pulls cable)	S8FQ9		\$36.20	\$935.01
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$37.34	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.22	\$15.69
Bits Timing	Per two circuits	S8FQT		\$10.25	\$740.10
Space Availability Report	Per Premise	NRLYX			\$120.60
Security Access / ID Cards	Per Card	NRLZW			\$32.69
ID Card	Per Card	NONE			\$0.00
Cage Prep Costs					
Vendor Layout & Coord.	Per CLEC Cage	NRL6N			\$531.64
AC Circuits to Cage	Per CLEC Cage	NRL6O			\$589.66
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	NRL6R			\$1,116.11
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC provides cable)	S8F48		\$11.77	\$180.54
Rack - Voice Grade	100 Copper Pairs				
Voice Grade Arrangement	100 Shielded Pairs (CLEC provides cable)	S8FWU		\$11.77	\$180.54
Rack - Voice Grade	100 Shielded Pairs				
DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8FQM		\$755.21	\$5,743.79
Rack - DS1 - DCS	28 DS1				
DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F46		\$13.22	\$489.33

**AMERITECH
TELEPHONE COMPANY
WISCONSIN
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APPENDIX PRICING
AIT-WI/QuantumShift Communications, Inc.
Collocation Services

		<u>Collocation Services</u>				
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F47		\$404.80	\$3,816.21
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8FQN		\$5.27	\$173.12
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8FQR		\$15.31	\$279.59
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route+C135	NRL6W			\$803.35
	Cable Installation	Per Placement (CLEC Installs Cable)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.66	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.44	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$2.83	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$1.33	
	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	SP1QC			\$14.85
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1D			\$779.98
	Project Coordination	Per CLEC Application	NRL57			\$2,587.57
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL1F			\$504.93
	Project Coordination	Per CLEC Application Augment	NRL58			\$1,392.82
TIME SENSITIVE ACTIVITIES						
PRE-VISIT						
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$24.47
	Com. Tech. -Craft	Per 1/4 hour	NRL14			\$10.24
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$13.38
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$19.65
CONSTRUCTION - VISIT						
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$19.65
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$24.47

AMERITECH
TELEPHONE COMPANY
WISCONSIN
December 5, 2001

APPENDIX PRICING
AIT-WI/QuantumShift Communications, Inc.
Collocation Services

Collocation Services					
Wisconsin			CAGELESS		
			QUOTE SHEET		
COST ELEMENT	UNIT	USOC	QUANTITY OF UNITS	RATE MONTHLY RECURRING	RATE NON- RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Site Conditioning	Per 10 Sq. Ft. of space used by CLEC	S8FWC			\$276.00
Safety & Security	Per 10 Sq. Ft. of space used by CLEC	S8FWG			\$537.10
Floor Space Usage	Per 10 Sq. Ft. of space used by CLEC	S8F9C		\$225.00	
Site Conditioning	Per 18 Sq. Ft. of space used by CLEC	S8FWD			\$496.80
Safety & Security	Per 18 Sq. Ft. of space used by CLEC	S8FWH			\$966.78
Floor Space Usage	Per 18 Sq. Ft. of space used by CLEC	S8F9E		\$405.00	
COMMON SYSTEMS					
Common Systems - Cageless	Per 10 Sq. Ft. of space used by CLEC	S8FWE		\$28.40	\$1,232.70
Common Systems - Cageless	Per 18 Sq. Ft. of space used by CLEC	S8FWF		\$51.12	\$2,218.86
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRL6Q			\$616.75
DC Power Engineering	Per Application	NRL6P			\$658.78
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
200 Amp	Per Power Panel (CLEC Provides)	NONE			\$0.00
Power Cable and Infrastructure:					
Power Cable Rack	Per Four Power Cables or Quad	S8F29		\$1.18	\$51.08
20 Amp	Per Four Power Cables or Quad	NONE			\$0.00
40 Amp	Per Four Power Cables or Quad	NONE			\$0.00
50 Amp	Per Four Power Cables or Quad	NONE			\$0.00
100 Amp	Per Four Power Cables or Quad	NONE			\$0.00
200 Amp	Per Four Power Cables or Quad	NONE			\$0.00
Equipment Grounding:					
Ground Cable Placement	Per Standard or Non-Standard Equip. Bay	S8FCR		\$0.75	\$32.44
POWER CONSUMPTION (Including HVAC)					
20 Amps	Per 20 Amps	S8FPT		\$562.19	
40 Amps	Per 40 Amps	S8FQD		\$1,124.38	
50 Amps	Per 50 Amps	S8FPS		\$1,405.47	
100 Amps	Per 100 Amps	S8FQE		\$2,281.89	
200 Amps	Per 200 Amps	S8FQF		\$4,563.79	
400 Amps	Per 400 Amps	SP1QJ		\$9,127.57	
FIBER CABLE PLACEMENT					
Central Office:					
Fiber Cable	Per Fiber Cable Sheath (CLEC Provides and Pulls Cable)	S8FQ9		\$36.20	\$935.01
Entrance Conduit	Per Fiber Cable Sheath	S8FW5		\$37.34	
MISCELLANEOUS & OPTIONAL COST:					
MISCELLANEOUS COSTS					
Timing Lead (1 pair per circuit)	Per Linear Foot, Per pair	S8F45		\$0.22	\$15.69
Bits Timing	Per two circuits	S8FQT		\$10.25	\$740.10
Space Availability Report	Per Premise	NRLYX			\$120.60
Security Access / ID Cards	Per Card	NRLZW			\$32.69
ID Card	Per Card	NONE			\$0.00
CAGELESS / POT BAY OPTIONS					
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	NRL6R			\$1,116.11
Installation	Per Cable (CLEC Installs Cable)				
Voice Grade Arrangement	100 Copper Pairs (CLEC Provides Cable)	S8F3E		\$11.77	\$180.54
Rack - Voice Grade	100 Copper Pairs				

**AMERITECH
TELEPHONE COMPANY
WISCONSIN
December 5, 2001**

APPENDIX PRICING
AIT-WI/QuantumShift Communications, Inc.
Collocation Services

		<u>Collocation Services</u>				
	Voice Grade Arrangement	100 Shielded Pairs (CLEC Provides Cable)	S8FWV		\$11.77	\$180.54
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1 (CLEC Provides Cable)	S8F2J		\$755.21	\$5,743.79
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2P		\$13.22	\$489.33
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F21		\$404.80	\$3,816.21
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F25		\$5.27	\$173.12
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F49		\$15.31	\$279.59
	Fiber Racking per 24 Fiber Cable	Per Placement				
CLEC TO CLEC CONNECTION						
	Route Design	Per Placement/Per Route	NRL6W			\$803.35
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F4X		\$0.66	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F4Y		\$0.44	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F4Z		\$2.83	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F4G		\$1.33	
	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	SP1QC			\$14.85
PROJECT MANAGEMENT						
	INITIAL					
	Application Processing	Per CLEC Application	NRL1D			\$779.98
	Project Coordination	Per CLEC Application	NRL57			\$2,587.57
	AUGMENT					
	Application Processing	Per CLEC Application Augment	NRL1F			\$504.93
	Project Coordination	Per CLEC Application Augment	NRL58			\$1,392.82
TIME SENSITIVE ACTIVITIES						
PRE-VISIT						
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$24.47
	Com. Tech. -Craft	Per 1/4 hour	NRL14			\$10.24
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$13.38
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$19.65
CONSTRUCTION - VISIT						
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$19.65
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$24.47

APPENDIX PRICING
AIT-WI/QuantumShift Communications, Inc.
Collocation Services

ICB - Individual Case Basis
NA- Not Applicable
- IISOC Under Development

**AMERITECH
TELEPHONE COMPANY
WISCONSIN
December 5, 2001**

APPENDIX PRICING
AIT-WI/QuantumShift Communications, Inc.
Collocation Services

		<u>Collocation Services</u>				
	DS1 Arrangement - DSX	28 DS1 (CLEC Provides Cable)	S8F2R		\$13.22	\$489.33
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3 (CLEC Provides Cable)	S8F23		\$404.80	\$3,816.21
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3 (CLEC Provides Cable)	S8F27		\$5.27	\$173.12
	Rack - DS3 - DSX	1 DS3				
	Fiber Arrangement	12 Fiber Pairs (CLEC Provides Cable)	S8F3N		\$15.31	\$279.59
	Fiber Racking per 24 Fiber Cable	Per Placement				
<u>CLEC TO CLEC CONNECTION</u>						
	Route Design	Per Placement	NRL8Q			\$803.35
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack per 50 pr Cable	Per Placement	S8F57		\$0.66	
	DS-3 Coax Cable	Per Placement (CLEC Provides Cable)				
	Cable Rack Per DS-3	Per Placement	S8F58		\$0.44	
	4 Fiber Jumper	Per Placement (CLEC Provides Cable)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F59		\$2.83	
	24 Fiber Cable	Per Placement (CLEC Provides Cable)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F61		\$1.33	
	4 Inch Conduit	Per Placement (CLEC Provided)				
<u>TIME SENSITIVE ACTIVITIES</u>						
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL11			\$24.47
	Com. Tech. -Craft	Per 1/4 hour	NRL14			\$10.24
	C.O. Mgr. -1 Lv	Per 1/4 hour	NRL12			\$13.38
	Floor Space planner 1 Lv	Per 1/4 hour	NRL13			\$19.65
	Project Mgr. -1 Lv	Per 1/4 hour	NRL15			\$19.65
	Colloc. Ser. Mgr. -2 lv	Per 1/4 hour	NRL16			\$24.47

AMERITECH
TELEPHONE COMPANY
WISCONSIN
December 5, 2001

APPENDIX PRICING
AIT-WI/QuantumShift Communications, Inc.
Collocation Services

Collocation Services					
Wisconsin			VIRTUAL COLLOCATION		
			QUOTE SHEET		
			QUANTITY	RATE	RATE
			OF	MONTHLY	NON-
COST ELEMENT	UNIT	USOC	UNITS	RECURRING	RECURRING
SBC-PROVISIONED FACILITIES & EQUIPMENT:					
REAL ESTATE					
Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F62		\$108.00	
Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F63		\$194.39	
Storage Cabinet - Floor Space	Per 10 Sq. Ft. of space (Standard Bay)	S8F66		\$108.00	
Storage Cabinet - Floor Space	Per 18 Sq. Ft. of space (Non-standard Bay)	S8F67		\$194.39	
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	S8F64		\$40.99	
Common Systems - Non-Standard Bay	Per Non-Standard Bay	S8F65		\$73.78	
POWER PROVISIONING					
Power Engineering:					
ILEC-Vendor Engineering	Per Application	NRLJX			\$616.75
DC Power Engineering	Per Application	NRLFU			\$658.78
Power Panel:					
50 Amp	Per Power Panel (CLEC Provides)				
Power Cable and Infrastructure:					
Power Cable Rack Occupancy	Per Four Power Cables or Quad	S8F68		\$2.03	
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	S8F69		\$1.42	
POWER CONSUMPTION					
DC Power Usage	Per Amp	S8F78		\$20.28	
FIBER CABLE PLACEMENT					
Fiber Cable Placement	Per Fiber Cable Sheath	S8F79		\$24.34	\$2,411.05
Entrance Conduit	Per Fiber Cable Sheath	S8F8G		\$37.34	
SBC ACTIVITIES:					
ENGINEERING DESIGN					
CO Survey					
PROJECT MANAGEMENT					
INITIAL					
Application Processing	Per CLEC Application	NRL1U			\$462.45
Project Coordination	Per CLEC Application	NRL59			\$2,951.16
AUGMENT					
Application Processing	Per CLEC Application Augment	NRL56			\$344.57
Project Coordination	Per CLEC Application Augment	NRL5Z			\$1,392.82
TIME SENSITIVE ACTIVITIES					
TRAINING					
Communication Technician	Per 1/2 Hour	NRLJY			\$20.48
C O Manager (LFO)	Per 1/2 Hour	NRLMO			\$26.77
Power Engineer	Per 1/2 Hour	NRLNQ			\$39.29
Equipment Engineer	Per 1/2 Hour	NRLP6			\$39.29
EQUIPMENT MAINTENANCE COST					
Communication Technician (NOC)	Per 1/4 Hour	NRLVH			\$10.24
EQUIPMENT EVALUATION COST					
Equipment Engineer	Per 1/2 Hour	NRLP7			\$39.29
CONSTRUCTION COORDINATION					
Communication Technician	Per 1/2 Hour	NRLVD			\$20.48
TEST & ACCEPTANCE					
Communication Technician	Per 1/2 Hour	NRLVD			\$20.48
INTERCONNECTION COSTS:					
ILEC TO CLEC CONNECTION					
Route Design	Per Placement	NRLWF			\$1,116.11
Cable Installation	Per Arrangement				
Voice Grade Arrangement	100 Copper Pairs	S8F82		\$8.03	\$180.54
Rack - Voice Grade	100 Copper Pairs				

AMERITECH
TELEPHONE COMPANY
WISCONSIN
December 5, 2001

APPENDIX PRICING
AIT-WI/QuantumShift Communications, Inc.
Collocation Services

		<u>Collocation Services</u>				
	Voice Grade Arrangement	100 Shielded Pairs	S8F83		\$8.03	\$180.54
	Rack - Voice Grade	100 Shielded Pairs				
	DS1 Arrangement - DCS	28 DS1	S8F8X		\$755.21	\$5,743.79
	Rack - DS1 - DCS	28 DS1				
	DS1 Arrangement - DSX	28 DS1	S8F8Y		\$13.22	\$489.33
	Rack - DS1 - DSX	28 DS1				
	DS3 Arrangement - DCS	1 DS3	S8F8Z		\$404.80	\$3,816.21
	Rack - DS3 - DCS	1 DS3				
	DS3 Arrangement - DSX	1 DS3	S8F81		\$5.27	\$173.12
	Rack - DS3 - DSX	1 DS3				
	4 Fiber Jumper	per Placement	S8F84		\$16.29	\$139.79
	Fiber Raceway per 4 Fiber Jumper	Per Placement				
<u>CLEC TO CLEC CONNECTION</u>						
	Route Design	Per Placement/Per Route	NRLWG			\$880.35
	Cable Installation	Per Placement (CLEC Installs)				
	50 Pr Shielded Cable	Per Placement (CLEC Provides)				
	Cable Rack per 50 pr Cable	Per Placement	S8F85		\$0.80	
	DS-3 Coax Cable	Per Placement (CLEC Provides)				
	Cable Rack Per DS-3	Per Placement	S8F86		\$0.53	
	4 Fiber Jumper	Per Placement (CLEC Provides)				
	Fiber Raceway per 4 Fiber Jumper	Per Placement	S8F87		\$3.41	
	24 Fiber Cable	Per Placement (CLEC Provides)				
	Fiber Racking per 24 Fiber Cable	Per Placement	S8F88		\$1.60	
<u>MISCELLANEOUS COSTS</u>						
	Timing Lead (1 pair per circuit)	Per Linear Foot, per pair	S8F8W		\$0.36	\$15.69
	Bits Timing	Per two circuits	S8F7Z		\$17.07	\$740.10

**Wisconsin
Merger Conditions Pricing**

MERGER CONDITIONS PRICING	USOC		Monthly Rate	Nonrecurring Rate	
Loops Promotion					
2-Wire Analog Promotion	(CLEC must certify use for Residence End Users Only)				
Access Area C - Rural			\$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area B - Suburban			\$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	
Access Area A - Metro			\$ 8.17	Uses existing rate in underlying agreement, if none, use generic rate	

**SCHEDULE - UNE COMBINATIONS
(WISCONSIN)**

UNE-P

2-Wire Basic Analog loop w/ Basic line Port
2-Wire PBX Ground Start Analog loop w/ Ground Start line Port
2-Wire Basic Analog loop w/ Analog DID trunk Port
2-Wire Basic Analog loop w/ Centrex Basic line Port
2-Wire Electronic Key Line Analog Loop with Centrex EKL Line Port
2-Wire 160kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
2-Wire 160kbps (ISDN BRI) Digital Loop to ISDN Direct Port

2-Wire 160kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
4-Wire Digital (Loop) with Digital Trunking Trunk Port
4-Wire Digital Loop with ULS DS1 Trunk Port
4-Wire Digital Loop with ISDN Prime Trunk Port

EELs

2-Wire Analog Loop to DS1 or DS3 UDT
4-Wire Analog Loop to DS1 or DS3 UDT
2-Wire Digital Loop to DS1 or DS3 UDT
4-Wire Digital Loop (DS1 Loop) to DS1 or DS3 UDT

POST-TRO REMAND (LOOP-TRANSPORT RATE INCREASE AND EMBEDDED BASE
TRANSITION)
AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC ARKANSAS
AND
QUANTUMSHIFT COMMUNICATIONS, INC. (“CLEC”)

This is a Post-TRO Remand (Loop-Transport Rate Increase and Embedded Base Transition) Amendment (the “Amendment”) to the Interconnection Agreement by and between Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas (“SBC Arkansas”) and CLEC (collectively referred to as “the Parties”) (“Agreement”) previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”).

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,¹ on February 4, 2005 (“TRO Remand Order”), holding that an incumbent LEC is not required to provide access to certain high-capacity loop and certain dedicated transport on an unbundled basis to requesting telecommunications carriers (CLECs);

NOW, THEREFORE, the Parties wish to amend the Agreement, pursuant to Section 252(a)(1) of the Act and the terms of their Agreement, to be consistent with at least the high capacity loop and dedicated transport findings by the FCC in its TRO Remand Order, and in consideration of the foregoing, and the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

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

Dark Fiber Loops;

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;

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

Dark Fiber Transport, between any pair of wire centers as described in Rule 51.319(e)(2)(iv).

The above-listed element(s) are referred to herein as the “Affected Element(s).”

Accordingly, pursuant to Rules 51.319(a) and (e), although SBC Arkansas shall continue to provide CLEC’s embedded base of the Affected Element(s) (i.e., only Affected Elements ordered by CLEC before March 11, 2005), if and as provided by the Agreement, the price for the embedded base Affected Element(s) shall be the higher of (A) the rate CLEC paid for the Affected 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 Element(s), *plus* 15%. CLEC shall be fully liable to SBC Arkansas 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.

2. CLEC will complete the transition of embedded base Affected Elements to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (12 or 18 months from the TRO Remand Order’s effective date, as applicable). For Dark Fiber Affected Elements, CLEC will remove all CLEC services from such

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).

Dark Fiber Affected Elements and return the facilities to SBC Arkansas by the end of the transition period defined in the TRO Remand Order for such Dark Fiber Affected Elements.

3. Paragraphs 1 and 2, above, apply and are operative regardless of whether CLEC is requesting the Affected Element(s) under the Agreement or under a state tariff, if applicable, and regardless of whether the state tariff is referenced in the Agreement or not.
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 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).
5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Arkansas Public Service Commission and shall become effective ten (10) days following the date upon which such state commission approves this amendment under Section 252(e) of the Act or, absent such state commission approval, the date this amendment is deemed approved by operation of law.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 19th day of December, 2005, by the Parties, signing by and through their duly authorized representatives

QuantumShift Communications, Inc.

By: [Signature]
Name: Gameer Hilai
(Print or Type)

Title: COO
(Print or Type)

Date: 12/2/05

FACILITIES-BASED OCN # 4184

ACNA MX

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

By: [Signature]
Name: Mike Auinbauh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: DEC 19 2005

POST-TRO REMAND (ULS RATE INCREASE AND EMBEDDED BASE TRANSITION)
AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC ARKANSAS
AND
QUANTUMSHIFT COMMUNICATIONS, INC. (“CLEC”)

This is a Post-TRO Remand (ULS Rate Increase and Embedded Base Transition) Amendment (the “Amendment”) to the Interconnection Agreement by and between Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas (“SBC Arkansas”) and CLEC (collectively referred to as “the Parties”) (“Agreement”) previously entered into by and between the Parties pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”).

WHEREAS, the FCC issued its Order on Remand, including related unbundling rules,¹ on February 4, 2005 (“TRO Remand Order”), holding that an incumbent LEC is not required to provide access to local circuit switching on an unbundled basis to requesting telecommunications carriers (CLECs) for the purpose of serving end-user customers using DSO capacity loops (“mass market unbundled local circuit switching” or “Mass Market ULS”);

NOW, THEREFORE, the Parties wish to amend the Agreement, pursuant to Section 252(a)(1) of the Act and the terms of their Agreement, to be consistent with at least the mass market unbundled local circuit switching findings by the FCC in its TRO Remand Order, and in consideration of the foregoing, and the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

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”). Accordingly, pursuant to Rule 51.319(d)(2)(iii), although SBC shall continue to provide access to Mass Market ULS or Mass Market UNE-P to CLEC for CLEC to serve its embedded base of end-user customers, the price for Mass Market ULS or UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS or 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 or 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 SBC 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.
2. CLEC will complete the transition of embedded base Mass Market ULS and Mass Market UNE-P to an alternative arrangement by the end of the transition period defined in the TRO Remand Order (i.e. by March 11, 2006).
3. Paragraphs 1 and 2, above, apply and are operative 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.
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 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

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).

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).

5. The Parties acknowledge and agree that this Amendment shall be filed with, and is subject to approval by the Arkansas Public Service Commission and shall become effective ten (10) days following the date upon which such state commission approves this amendment under Section 252(e) of the Act or, absent such state commission approval, the date this amendment is deemed approved by operation of law.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 19th day of December, 2005, by the Parties, signing by and through their duly authorized representatives

QuantumShift Communications, Inc.

By: [Signature]
Name: Sameer Hilal
(Print or Type)

Title: COO
(Print or Type)

Date: 12/2/05

~~FACILITIES-BASED~~ OCN # 4184

ACNA WVX

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

By: [Signature]
Name: Mike Auinbauh
(Print or Type)

Title: AVP-Local Interconnection Marketing

Date: DEC 19 2005

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T
INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T
MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T
NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE
COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY
D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE
COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS AND AT&T TEXAS,
WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

QUANTUMSHIFT COMMUNICATIONS, INC., QUANTUMSHIFT
COMMUNICATIONS, INC. D/B/A VCOM SOLUTIONS

Signature: eSigned - Jenna BrownSignature: eSigned - Kristen ShoreName: eSigned - Jenna Brown
(Print or Type)Name: eSigned - Kristen Shore
(Print or Type)Title: Sr. Director, Partner & Compliance Management
(Print or Type)Title: AVP Regulatory
(Print or Type)Date: 29 Sep 2020Date: 29 Sep 2020

QuantumShift Communications, Inc.,
QuantumShift Communications, Inc. d/b/a
VCOM SOLUTIONS

Illinois Bell Telephone Company, LLC d/b/a AT&T
ILLINOIS, Indiana Bell Telephone Company
Incorporated d/b/a AT&T INDIANA, Michigan Bell
Telephone Company d/b/a AT&T MICHIGAN, Nevada
Bell Telephone Company d/b/a AT&T NEVADA and
AT&T Wholesale, The Ohio Bell Telephone Company
d/b/a AT&T OHIO, Pacific Bell Telephone Company
d/b/a AT&T CALIFORNIA, Southwestern Bell Telephone
Company d/b/a AT&T ARKANSAS, AT&T KANSAS and
AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T
WISCONSIN by AT&T Services, Inc., its authorized
agent

**AMENDMENT TO THE AGREEMENT
BETWEEN**

**ILLINOIS BELL TELEPHONE COMPANY, LLC D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE
COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A
AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T
WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL
TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE
COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AND AT&T TEXAS
AND
QUANTUMSHIFT COMMUNICATIONS, INC., QUANTUMSHIFT COMMUNICATIONS, INC. D/B/A VCOM
SOLUTIONS**

This Amendment (the "Amendment") amends the Agreement(s) by and between AT&T and CARRIER as shown in the attached Exhibit B. AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CARRIER are Parties to the Agreement(s) as shown in the attached Exhibit B, 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, Exhibit B, and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
 - a. Resale services ordered on or before February 1, 2020 ("Resale Embedded Base"), are grandfathered until August 2, 2022, and available only:
 - i. to the same End User; and
 - ii. at that same End User's existing location;
 - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops ("Analog Loops") pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 ("Analog Loop Embedded Base") are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
 - a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:

- i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
 - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
 - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
 - iv. disconnect.
 - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
 - c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
- i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
 - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
 - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
 - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
6. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
7. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

10. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.
11. For Illinois, Indiana, Kansas, Michigan, Nevada, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

ATTACHMENT 16b – 251(b)(1) RESALE

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1.0 INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services ("Resale Services") provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date ("Resale Embedded Base").

2.0 GENERAL PROVISIONS

- 2.1 AT&T-21STATE's obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE's End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
 - (ii) at that same End User's existing location;
 - (iii) both as of the time of that service's grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the "Network Disclosure Rules").
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE's corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE's End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE's Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of

the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
 - (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
 - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE's prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC's End Users.

3.0 PRICING AND DISCOUNTS

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection 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	

Exhibit B

AT&T ILEC (“AT&T”)	CARRIER Legal Name	Contract Type	Approval Date
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (fka Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	QuantumShift Communications, Inc.	Interconnection	4/9/2003
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	QuantumShift Communications, Inc.	Interconnection	3/27/2003
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	QuantumShift Communications, Inc.	Interconnection	3/26/2003
The Ohio Bell Telephone Company d/b/a AT&T OHIO	QuantumShift Communications, Inc. d/b/a VCOM SOLUTIONS	Interconnection	4/30/2003
Wisconsin Bell Telephone Company d/b/a AT&T WISCONSIN	QuantumShift Communications, Inc. d/b/a VCOM SOLUTIONS	Interconnection	3/5/2003
Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS	QuantumShift Communications, Inc.	Interconnection	4/9/2003
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	QuantumShift Communications, Inc.	Interconnection	2/4/2003
Southwestern Bell Telephone Company d/b/a AT&T TEXAS	QuantumShift Communications, Inc. d/b/a VCOM SOLUTIONS	Interconnection	8/6/2003
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	QuantumShift Communications, Inc.	Interconnection	4/1/2003
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	QuantumShift Communications, Inc. d/b/a VCOM SOLUTIONS	Interconnection	10/2/2003